

COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 968-5419

**OPERATION & MAINTENANCE OF LANDFILL GAS
COLLECTION SYSTEM - AADS**

Issue Date: December 30, 2015

Closing Date: FEBRUARY 4, 2016

Quotation will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFQ should be directed to: Jennifer Anderson,
e-mail countypurchasing@co.fresno.ca.us or phone (559) 600-7110.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Quotations to:
County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of _____ % _____ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

()

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

Purchasing Use: JA:hrr

ORG/Requisition: 9026 / 9261600070

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

Quotation No. 968-5419

Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

Quotation No. 968-5419

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance

under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to

Quotation No. 968-5419

affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the

term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

Quotation No. 968-5419

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
BIDDING INSTRUCTIONS.....	4
PARTICIPATION	14
DIR ACKNOWLEDGEMENT	14
REFERENCE LIST	15
SCOPE OF WORK.....	16
QUOTATION SCHEDULE.....	22
CHECK LIST	25
ATTACHMENTS A-E.....	26

KEY DATES

RFQ Issue Date:	December 30, 2015
Vendor Conference: <i>Vendors are to contact Jennifer Anderson at (559) 600-7115 if planning to attend vendor conference.</i>	January 14, 2016 at 9:00 A.M. American Avenue Disposal Site 18950 W. American Ave Kerman, CA 93630
Site Inspection	January 14, 2016 Immediately Following Vendor Conference American Avenue Disposal Site 18950 W. American Ave Kerman, CA 93630
Deadline for Written Requests for Interpretations or Corrections of RFQ:	January 20, 2016 at 10 A.M. E-Mail: CountyPurchasing@co.fresno.ca.us
RFQ Closing Date:	February 4, 2016 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide the labor, equipment, instrumentation, and materials to operate and maintain the landfill gas collection/control systems.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

ISSUING AGENT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see below). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to County Purchasing by January 20, 2016, 10:00 A.M. cut-off. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702 or email: CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

AWARD: Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

AUTHORIZED CONTACT: All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or

individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

SITE INSPECTION/VENDOR CONFERENCE: Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination. The date inspection will be held as follows:

DATE: January 14, 2016
TIME: 9:00 A.M.
LOCATION: 18950 W American Ave
Kerman, CA 93630

VENDOR CONFERENCE: On January 14, 2016 at 9:00 A.M., a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at American Avenue Disposal Site, 18950 W. American Ave., Kerman, CA 93630. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Jennifer Anderson at County of Fresno Purchasing, (559) 600-7115, if they are planning to attend the conference.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

CODES AND REGULATIONS: All work and material to conform to all applicable state and local building and other codes and regulations.

NUMBER OF COPIES: Submit **one (1) original and two (2) copies** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

FIRM QUOTATION: All quotations shall remain firm for at least ninety (90) days.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

QUOTATION REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

EXCEPTIONS: Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to Public Works & Planning – Resources, Attn: Landfill Operations Manager, 2220 Tulare St., 6th Floor, Fresno, CA 93721. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

PAYMENT: Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, as previously stated under the General Terms and Conditions in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Public Works & Planning – Resources.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item

proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

SB 854: California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their quotation being considered non-responsive.

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein

incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:

<http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and 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 subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the County of Fresno, **Public Works & Planning-Resources, Attn: Landfill Operations Manager, 2220 Tulare St., 6th Floor, Fresno, CA 93721**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Public Works & Planning-Resources, Attn: Landfill Operations Manager, 2220 Tulare St., 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

BIDDER TO COMPLETE:

Name of Insurance Carrier: _____

Public Liability: _____ Expires: _____

Automotive Insurance: _____ Expires: _____

Worker's Compensation: _____ Expires: _____

Proof of maintenance of adequate insurance will be required before award is made to vendor.

GUARANTEE: The bidder shall state his written guarantee here:

GUARANTEED PICK UP AND/OR DELIVERY: Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

By: _____
(Authorized Signature in Blue Ink)**WARRANTY AND SERVICE LOCATION:**

State the warranty and/or guarantee provisions applicable to this equipment or attach warranty form with your bid.

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

ADDITIONAL ITEMS:

The County may require additional items from those in bid schedule.

Price list for additional items:

A [] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

State name of price list, indicate applicable price column and give effective date of price list here:

Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's enclosed published price list.

Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's current published price list. Successful bidder will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class A – General Engineering or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

Number and Class: _____

Date of Issue: _____

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

BONDS:

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDS: The successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Materials Bond in an amount equal to one hundred percent (100%) of the contract price.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

(Authorized Signature in Blue Ink)

Title

DIR Number

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The Public Works and Planning Department of the County of Fresno (County) is requesting quotations for the following work to be performed at the American Avenue Disposal Site:

The Site is in rural central Fresno County, approximately 17 miles west of the City of Fresno on American Avenue, between Highway 145 and Placer Avenue (**Attachment A**). The Site address is 18950 West American Avenue in Kerman, California 93630. The Site is an existing disposal facility owned and operated by the County of Fresno Public Works and Planning Department. The Site totals 440 acres with 367 acres permitted for waste disposal.

The existing LFGCCS includes 11 vertical wells installed in the inactive Fill Area I, 67 vertical wells (dual completion wells counted as two) installed and 8 Leachate Collection and Recovery System riser connections in the inactive, Fill Area II (**Attachment B**), and 7 vertical wells installed in Fill Area III. The County anticipates approximately 22 additional landfill gas (LFG) wells to be installed in Fill Area II, and Fill Area III. The number of additional wells to be installed is currently in the design phase and is subject to change. The design proposes an additional 10 vertical wells in Fill Area II, 12 vertical wells in Fill Area III with construction scheduled to be completed by summer 2016. The existing and proposed vertical wells are 6 inches in diameter with 4 inch diameter extensions as necessary to facilitate operations and are constructed of high-density polyethylene (HDPE) pipe. Well boreholes are typically 30 inches in diameter and range in (original, pre-extension) installation depths of 36 to 89 feet.

The LFG header and laterals are constructed of fusion-welded HDPE pipe, varying in size from 4 to 24 inches in diameter. Most of the collection system header and lateral piping in Fill Area II is installed above-grade except for: a lateral that is sub-grade of a haul road in two locations for connection of EW-21 and EW-22 to the LFGCCS and; a short length of 24-inch diameter header to the east of the Self Hauler Disposal and Recycling Facility, where the header passes under the paved road before entering the flare station. Most of the 18" LFGCCS conveyance header from Fill Area III to the junction of the 12" Fill Area II header is installed sub-grade. The 18" header located on the Fill Area III waste mass is installed above-grade.

The LFG collected by the LFGCCS is conveyed to the flare stations via the 12-inch HDPE header. The flare stations are located to the west of the scalehouse, between Fill Areas I and II. The flaring system is comprised of two blower skids (gas moving equipment), vertical ground flares, condensate injection systems, and the air compressors.

The enclosed ground Flare No. 1 is manufactured by the John Zink Company and is 8 feet in diameter and 40 feet high. The flare is rated for a maximum heat output of 51 MMBT/hr. Enclosed ground flare No. 2 is manufactured by LFG Specialties, L.L.C. and is 11 feet in diameter and 60 feet high. Flare 2 is rated for a maximum heat output of 99 MMBTU/hr. The Site is operated under the conditions of Title V Permit No. C-3115-2-13, et.al.(**Attachment C**).

The LFG moving equipment for Flare No. 1 consists of two multi-stage centrifugal blowers with a rated capacity of 1,700 scfm each. The blowers are connected in parallel configuration and one blower operates at a time while the other is used as a standby. Flare No. 2 LFG moving equipment consists of three multi-stage centrifugal blowers with a rated capacity of 1,650 scfm each, of which two can operate simultaneously with the third used as a standby.

Condensate collected in the LFG headers is drained into five automatic pneumatic condensate sumps adjacent to the Fill Area II, one located on the northern side, one located on the western side, one located on the south eastern side and two located immediately north of the flare (**Attachment B**). Two air compressors (one operating and the other as a standby); located in the flare station, furnish compressed air to the pump in each sump. The condensate collected in these five sumps is pumped into a 3,150-gallon double-walled condensate storage tank. Condensate is disposed of by injecting it into Flare No. 1 or Flare No. 2 using high-pressure electric centrifugal pumps installed in parallel, with one operating and the other as a standby.

The County is seeking a contractor to provide the labor, equipment, instrumentation, and materials to operate and maintain the LFGCCS. The chosen contractor must hold and maintain a valid California contractor's license and demonstrate experience by listing references for operation of three similar systems within the last

three years. All actions will be required to comply with all necessary components of the New Source Performance Standards/Emissions Guidelines (NSPS/EG), state, local regulations and permits, as well as with the site specific Startup, Shutdown, and Malfunction Plan (SSM) (**Attachment D**) and, Title V and Air Emission Related Submittals (**Attachment C**). Tasks 1, 2, 3 and 4 will be performed on a flat rate basis; Extra services will be performed on a time and materials basis, according to the current rate schedule to be submitted by the contractor and made a part of the final agreement for service. Task 5 and Extra Services will require written authorization prior to commencement of work with the exception of emergency services. Emergency services will only be performed after verbal authorization from Fresno County staff, to be followed by a written authorization confirmation.

Task 1 Routine LFGCCS operation, monitoring, maintenance, and reporting

Task 2 LFG surface emissions testing and reporting

1. Annual testing in accordance with California Code of Regulations (CCR) Title 17 §95460 et. al. requirements using:
 - a. 25-foot intervals
 - b. 100-foot intervals
2. Annual Reporting
3. Quarterly testing in accordance with CCR 17 §95460 et. al. requirements using:
 - a. 25-foot intervals
 - b. 100-foot intervals
4. Quarterly reporting

Task 3 Annual LFG Flare Source Test (FST)

Task 4 Report preparation (Semi-annual Report of Required Monitoring, Semi-Annual NSPS Reporting, Annual Compliance Certificate)

Task 5 Consultation/regulatory agency response

Extra Services

Tasks 1 through 4 are to be quoted based on the frequencies required under the NSPS/EG and CCR 17 §95460 et.al. Task 5 and Extra Services will be based on the contractor's hourly rate schedule and material cost or proposal submittal.

A schedule listing the date and time for all Tasks and Extra Services (excluding authorized emergency services) shall be provided to the County no later than 48 hours in advance of initiation of the Task.

Task 1 Routine LFGCCS operation, monitoring, maintenance and reporting as required by 40 CFR 60 (NSPS and EG) and CCR 17 §95460 et. al, will include, at a minimum, the following services:

1. Operation - Biweekly

Landfill gas extraction wells and the blower/flare station total flow will be adjusted as required to control landfill gas migration and optimize system performance. The intent is to maintain methane gas levels below five percent by volume at the property boundaries and surface emissions below 500 parts per million. The initial biweekly operation event shall occur within ± 2 calendar days of notice to proceed with the second biweekly operation event occurring 14 days ± 2 days of the first biweekly operation event, etc. All blower/flare adjustments will be made by County staff to the settings requested by the contractor during the contractor's performance of duties associated with this scope of work. The County will have staff available during the contractors visit to the site for the purpose of blower/flare adjustments.

2. Monitoring - Monthly

The blower/flare stations will be inspected and, at a minimum, the following data will be collected and recorded in a database:

- Date, time, and name of monitoring personnel
- Meteorological conditions (wind velocity, ambient temperature, barometric pressure, general weather observations, etc.)
- LFG blower operating inlet and outlet temperatures and pressures
- Methane, oxygen, and carbon dioxide gas concentrations at the flare inlet
- LFG flow rate to flare
- Flow control valve positions
- Well head monitoring per the NSPS/EG and CCR 17 §95460 et. al

LFG extraction wells will be monitored. Extraction wells adjusted in response to system balancing activities will be re-inspected within two weeks. At a minimum, the following data will be collected and recorded in a database during monthly monitoring and during any re-inspections for each well:

- Date, time, well number, and name of monitoring personnel
- Meteorological conditions (wind velocity, ambient temperature, barometric pressure, general weather observations, etc.)
- Pressure
- Methane, oxygen, and carbon dioxide concentrations
- Wellhead vacuum (where applicable)
- Header vacuum (where applicable)
- LFG temperature
- Comments, action or inaction taken

Where applicable, main header line access ports will be tested for pressure. These results will also be recorded in a database and analyzed for trends indicating possible condensate blockage and/or pipe breakage, etc.

Landfill gas control system blowers, flame arresters, flares, control panel, well fields, and other site features will be observed and recorded for the following:

- Accessibility
- Vandalism
- Malfunctions/Leaks

3. Monitoring - Quarterly

Once each quarter, on-site structures will be monitored in accordance with CCR 27 §20931 – §20933 et. seq. The contractor will document the testing protocols followed, instrument calibration procedures, and any locations where methane readings in equal to or in excess of 1.25 percent by volume in air are found. Should such locations be found, the contractor shall immediately notify the County. In addition, the following data shall be recorded:

- Monthly monitoring activities
- Date, time, name of monitoring personnel, and location of reading
- Meteorological conditions (wind velocity, ambient temperature, barometric pressure, general weather observations, etc.)
- Methane gas concentration
- Oxygen gas concentration

4. Maintenance – Monthly

Routine maintenance for the flare/blower stations shall be performed by County staff. Additionally, the County will maintain a parts inventory for exclusive use at the Site for the repair of the LFGCCS. The following maintenance, at a minimum, shall be performed for the remaining LFGCCS:

- Verify operation of LFG condensate traps
- Inspect well connections to LFG conveyance lines.
- Verify valve operation of LFG wells.
- Promptly notify the County of any non-functioning equipment.
- Immediately notify the County of any non-functioning safety related equipment, unsafe or non-compliant LFGCCS conditions.

5. Maintenance - Quarterly

- Monthly maintenance activities
- Inspect entire LFG conveyance system for missing/damaged/broken/leaking pipes, joints, appurtenances, safety equipment (rebar caps, valves, etc.), etc.
- Inspect LFGCCS isolation valves for proper operation

6. Maintenance - Annually

- Quarterly activities
- At project inception and annually thereafter, prepare and inventory a mutually agreed upon list of critical spare parts for repair and maintenance.

7. Reporting - Monthly

Once each month (due by the last business day of the following month) the contractor will prepare a detailed report containing the observations and data collected, and a summary of all monitoring and maintenance activities performed at the Site during the reporting period. Maintenance repairs and/or system modifications will also be recommended as required.

Task 2 Surface Emission Testing and Reporting**1. Annual Testing****a. (25-foot intervals)**

Surface emissions testing will be conducted in accordance with CCR17 § 95471 et. seq. This requirement (in part) stipulates that landfills be divided into 50,000 square foot grids, with a 25 foot spacing interval for the walking pattern for the surface emission test.

b. (100-foot intervals)

Surface emissions testing as provided for in CCR17 § 95471 et. seq., increase in the walking pattern spacing to 100-foot intervals.

2. Annual Reporting

After the testing event, a draft report will be prepared and submitted to the County within 30 days of the surface emission testing. The report will detail equipment calibration procedures, sample locations, and results of emissions testing along with any recommendations for further action in addition to all applicable reporting requirements contained in CCR 17 §95470 et. seq. Upon approval from the County finalize and submit the reports to the appropriate agencies.

3. Quarterly Testing**a. (25-foot intervals)**

Surface emissions testing will be conducted in accordance with CCR17 § 95471 et. seq. This requirement (in part) stipulates that landfills be divided into 50,000 square foot grids, with a 25 foot spacing interval for the walking pattern for the surface emission test.

b. (100-foot intervals)

Surface emissions testing as provided for in CCR17 § 95471 et. seq., increase in the walking pattern spacing to 100-foot intervals.

4. Quarterly Reporting

After the testing event, a draft report will be prepared and submitted to the County within 30 days of the surface emission test. The report will detail equipment calibration procedures, sample location, and results of emissions testing along with any recommendations for further action in addition to all applicable reporting requirements contained in CCR 17 §95470 et. seq. Upon approval from the County finalize and submit the reports to the appropriate agencies.

Task 3 Annual LFG Flare No. 1 and Flare No. 2 Source Test (FST)**1. Annual Testing**

This task includes preparing and submitting a draft FST work plan to the County a minimum of 60 days prior to the scheduled FST. Upon County approval, submit the final FST work plan to the County a minimum of 40 days prior to the scheduled FST date. The FST date(s) will be coordinated with The County prior to work plan submittal to San Joaquin Valley Air Pollution Control District (APCD). Upon County approval, submit the FST work plan to APCD; perform the FST in accordance with the APCD approved work plan; and submit a FST summary report(s), meeting all the NSPS/EG and Title V permit requirements, to the County within 40 days of completion of the FST. Once the final FST report is final, submit the report(s) to the appropriate agencies. The flares shall be pretested for system performance one day prior to the scheduled FST. Any necessary adjustments to optimize system performance shall be made at that time.

Task 4 Preparation of other NSPS/EG and Title V Reports

This task will include the preparation of other reports required under the Site's Title V permit and any reports required under the NSPS/EG and CCR 17 §95470 et. seq. (**Attachment E**) not included in Tasks 2 or 3 above. These reports include:

- 1. Semi-Annual New Source Performance Standards (NSPS) Reports**
- 2. Semi-Annual Startup, Shutdown and Malfunction Plan (SSM) Reports**
- 3. Semi-Annual Report of Required Monitoring (RRM)**
- 4. Annual Compliance Certificate**
- 5. Annual Landfill Methane Rule (LMR)**
- 6. Annual Mandatory Reporting Rule (MMR), via e-GRRT**

Draft reports will be completed and forwarded to the County for review and approval at least 15 days prior to the required regulatory submittal date as specified in the relevant permits and Attachment C. Upon approval from the County finalize and submit the reports to the appropriate agencies.

Task 5 -The Consultation/Regulatory Agency Response scope of work may include, but is not limited to the following:

- Analysis of the Site to determine applicability of regulations (existing or proposed) to the site.
- Responses and/or comments prepared on behalf of the County to be submitted to a regulatory agency regarding the Site.
- Petitions prepared on behalf of the County to be submitted to a regulatory agency regarding the Site.

A “not to exceed” quote shall be provided by the contractor to the County for all consultation / agency response work. Consultation / agency response work shall only be performed after written authorization from the County to the contractor.

Extra Services

An Extra Service is any service that is not covered under basic services. Extra services may include, but is not limited to non-routine maintenance or emergency service.

Non-routine scheduled maintenance

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified by the contractor during regular Site visits or by County staff. Non-routine maintenance may include, but is not limited to the following:

- Completion of preventative maintenance or scheduled maintenance on blower skid and/or flare components in accordance with the manufacturer’s recommendations
- Remediation and retesting of emissions in excess of 500 ppm of methane at the landfill surface or along the gas transfer path
- Raising or connection of wellheads; connection of laterals, or header lines
- Repairing or replacing non-functional extraction wells, lateral or header lines
- Repairing or replacing sample or access ports on extraction wells, lateral or header lines
- Assisting with APCD or other regulatory agency site inspections

This work is essential for proper LFGCCS operation; however, it is considered work that can be scheduled to allow for procurement of materials or equipment or assignment of personnel. The contractor shall provide a written scope of work and not-to-exceed quote to the County for all non-routine scheduled maintenance. Work will only be performed after authorization from the County to the contractor. For items requiring less than 8 hours labor or \$300 worth of material, such authorization may be granted verbally. For any other items, written authorization will be required prior to accomplishment of the work.

Emergency Service

Emergency services must be initiated onsite within eight (8) hours of County’s notification to Contractor.

Emergency service is service that is required to provide immediate response to protect life, property and the environment or to restore the LFGCCS operations. These events may include, but are not limited to:

- Emergency requests due to Site telemetry alarms or at request of County staff
- Loss of gas flow or flare ignition
- Odor complaints
- Repair of main header lines (causing loss of gas flow to blower/flare station)
- Notification to APCD of system shutdowns or failures

Due to the nature of these items, repairs may have to be initiated as needed, 24 hours per day, 7 days a week, 365 days per year. Emergency service will be performed only after verbal authorization from County staff, but to be followed by written authorization.

QUOTATION SCHEDULE

Company Name: _____

All labor, materials, equipment, service fees, taxes, travel, permits, etc. to provide all work and associated services to perform Task 1, Task 2, Task 3, and Task 4 as specified under this Request for Quotation. The bid award will be based on the combined fees of Task 1, 2B, 2D, 3 and 4.

Task 1 – Routine landfill gas system operation, monitoring and maintenance.

					TOTAL ANNUAL FEE
Operation (biweekly)	\$ _____ Biweekly Rate	X	26	=	\$ _____
Monitoring (monthly)	\$ _____ Monthly Rate	X	12	=	\$ _____
Monitoring (quarterly)	\$ _____ Quarterly Rate	X	4	=	\$ _____
Maintenance (monthly)	\$ _____ Monthly Rate	X	12	=	\$ _____
Maintenance (quarterly)	\$ _____ Quarterly Rate	X	4	=	\$ _____
Maintenance (annually)	\$ _____ Annual Rate	X	1	=	\$ _____
Reporting (monthly)	\$ _____ Monthly Rate	X	12	=	\$ _____
TOTAL FEES ONE YEAR-TASK 1					\$ _____

Task 2 – Annual Landfill gas surface emissions testing and reporting in accordance with CCR17 §95471 et. seq. requirements with 25-foot intervals.

					TOTAL ANNUAL FEE
Annual testing (25-foot intervals)	\$ _____ Annual Rate	X	1	=	\$ _____
Annual Reporting	\$ _____ Annual Rate	X	1	=	\$ _____
TOTAL FEES ONE YEAR-TASK 2B					\$ _____

Task 2 – Annual Landfill gas surface emissions testing and reporting in accordance with CCR17 §95471 et. seq. requirements with 100-foot intervals.

					TOTAL ANNUAL FEE
Annual testing (100-foot intervals)	\$ _____ Annual Rate	X	1	=	\$ _____
Annual Reporting	\$ _____ Annual Rate	X	1	=	\$ _____
TOTAL FEES ONE YEAR-TASK 2C					\$ _____

Task 2 – Quarterly Landfill gas surface emissions testing and reporting in accordance with CCR17 §95471 et. seq. requirements with 25-foot intervals.

					TOTAL ANNUAL FEE
Quarterly Testing (25-foot intervals)	\$ _____ Quarterly Rate	X	4	=	\$ _____
Quarterly Reporting	\$ _____ Quarterly Rate	X	4	=	\$ _____
TOTAL FEES ONE YEAR-TASK 2D					\$ _____

Task 2 – Quarterly Landfill gas surface emissions testing and reporting in accordance with CCR17 §95471 et. seq. requirements with 100-foot intervals.

					TOTAL ANNUAL FEE
Quarterly Testing (100-foot intervals)	\$ _____ Quarterly Rate	X	4	=	\$ _____
Quarterly Reporting	\$ _____ Quarterly Rate	X	4	=	\$ _____
TOTAL FEES ONE YEAR-TASK 2E					\$ _____

Task 3 – Annual LFG Flare No. 1 and Flare No. 2 Source Test (FST)

					TOTAL ANNUAL FEE
Annual Testing	\$ _____ Annual Rate	X	1	=	\$ _____
TOTAL FEES ONE YEAR -TASK 3					\$ _____

Task 4 – Report preparation (Semi-annual NSPS, SSM, RRM, Annual Compliance Certificate, LMR, MMR Reporting)

					TOTAL ANNUAL FEE
Semi-Annual NSPS Reports monitoring	\$ _____ Semi-Annual Rate	X	2	=	\$ _____
Semi-Annual SSM Reports	\$ _____ Semi-Annual Rate	X	2	=	\$ _____
Semi-Annual RRM Reports	\$ _____ Semi-Annual Rate	X	2	=	\$ _____
Annual Compliance Certificate	\$ _____ Annual Rate	X	1	=	\$ _____
Annual LMR	\$ _____ Annual Rate	X	1	=	\$ _____
Annual MMR	\$ _____ Annual Rate	X	1	=	\$ _____
TOTAL FEES ONE YEAR -TASK 4					\$ _____

SUMMARY-TOTAL FEES ONE YEAR (25-foot intervals- TASK 1, 2B, 2D, 3, and 4) **\$ _____**

SUMMARY-TOTAL FEES ONE YEAR (100-foot intervals- TASK 1, 2C, 2E, 3, and 4) **\$ _____**

Task 5 Task 5 – Consultation/regulatory agency response

Consultation/regulatory agency response will be established as a not to exceed item in the agreement based on the contractor's hourly rate schedule and material cost. All such proposals shall be submitted to the County in advance of performing any services. The contractor will perform services only after receiving written acceptance of the proposal by the County. Contractor proposal shall be itemized.

1. Non-routine scheduled maintenance (Extra Services)

Non-routine scheduled maintenance will be provided as needed and will be based on the Contractor's proposed scope of work and proposed cost to complete the project. All such proposals shall be submitted to the County in advance of performing any services. The contractor will perform services only after receiving written acceptance of the proposal by the County. Contractor proposal shall be itemized.

The bidder shall provide his/her labor rates and methods used to determine proposal pricing for equipment, services, material, parts, etc.

A. Hourly Rates

State straight time and overtime rates for all potential personnel classifications that may be used in performing work as described under Extra Services. Explain when overtime rates will apply.

B. Equipment / Parts / Materials

State method(s) for determining cost to County for equipment, parts, materials, etc. used in performing Extra Services projects. (i.e. discounts from a published price list(s), cost plus, etc.).

C. Outside Services

State method for determining cost to County for all services rendered by a third party for work performed under Extra Services.

2. Emergency Services (Extra Services)

Emergency Services will be performed immediately upon instruction of the County. An advance written proposal from the Contractor will not be required. An itemized invoice will be required upon completion of each project performed under Extra Services.

The bidder shall state his/her labor rates and methods used to determine pricing for equipment, services, materials, parts, etc. when performing work under Extra Services.

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

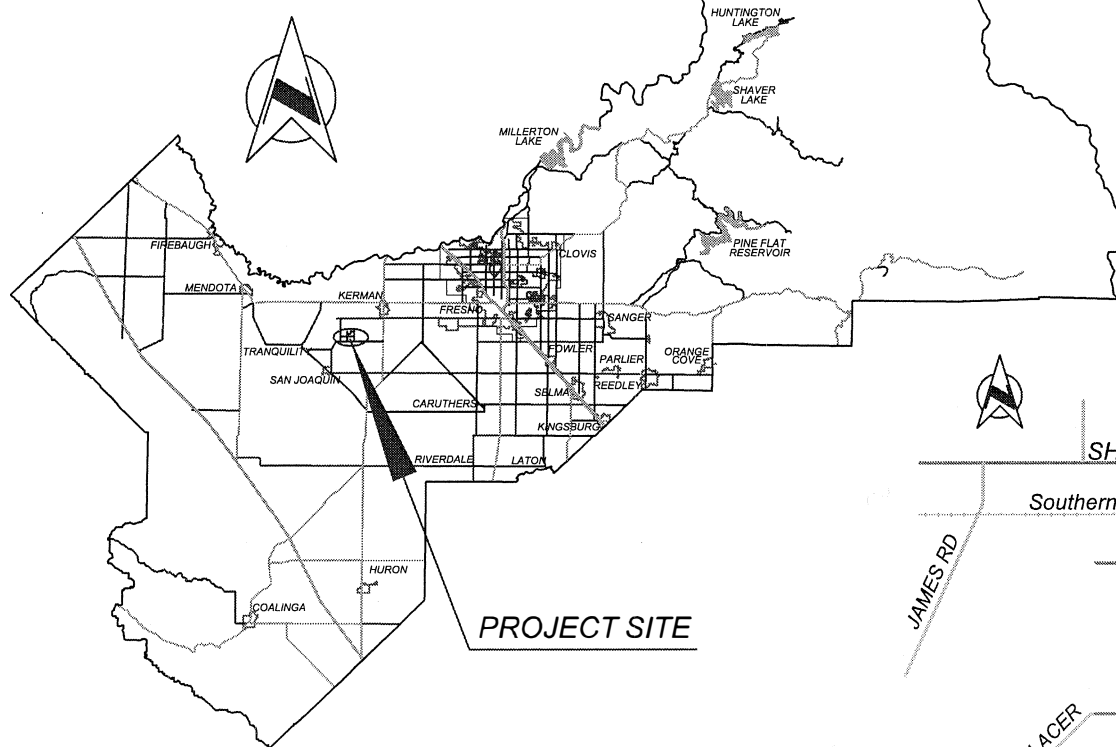
1. _____ All signatures must be in **blue ink**.
2. _____ The Request for Quotation (RFQ) has been signed and completed.
3. _____ **One (1) original** and **Two (2) copies** of the RFQ have been provided.
4. _____ Addenda, if any, have been completed, signed and included in the bid package.
5. _____ The completed *Reference List* as provided with this RFQ.
6. _____ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. _____ The *Participation* page as provided within this RFQ has been signed and included
9. _____ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. _____ *Bidder to Complete* page as provided with this RFQ.
11. _____ Verification of Department of Industrial Relations Contractor Registration.
12. _____ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13. _____ Specification, descriptions etc. for items offered under bidder(s) quotation.
14. _____ A description of the design and techniques that the bidder will use to complete the project.
15. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No.	968-5419
Closing Date:	February 4, 2016
Closing Time:	2:00 P.M.
Commodity or Service:	Operation & Maintenance of Landfill Gas Collection System - AADS




Return Checklist with your RFQ response.

ATTACHMENTS A-E

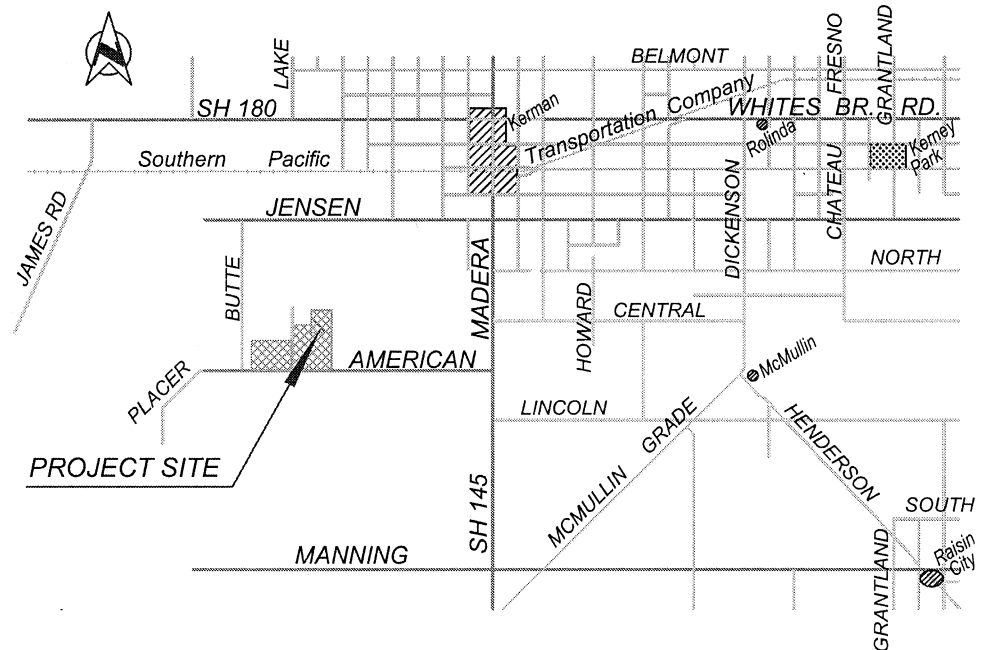
COUNTY OF FRESNO



MAP LEGEND

-  CITIES
-  PARKS
-  PROJECT SITE

LOCATION MAP



PS_AS2-2_AerialPhoto.dwg

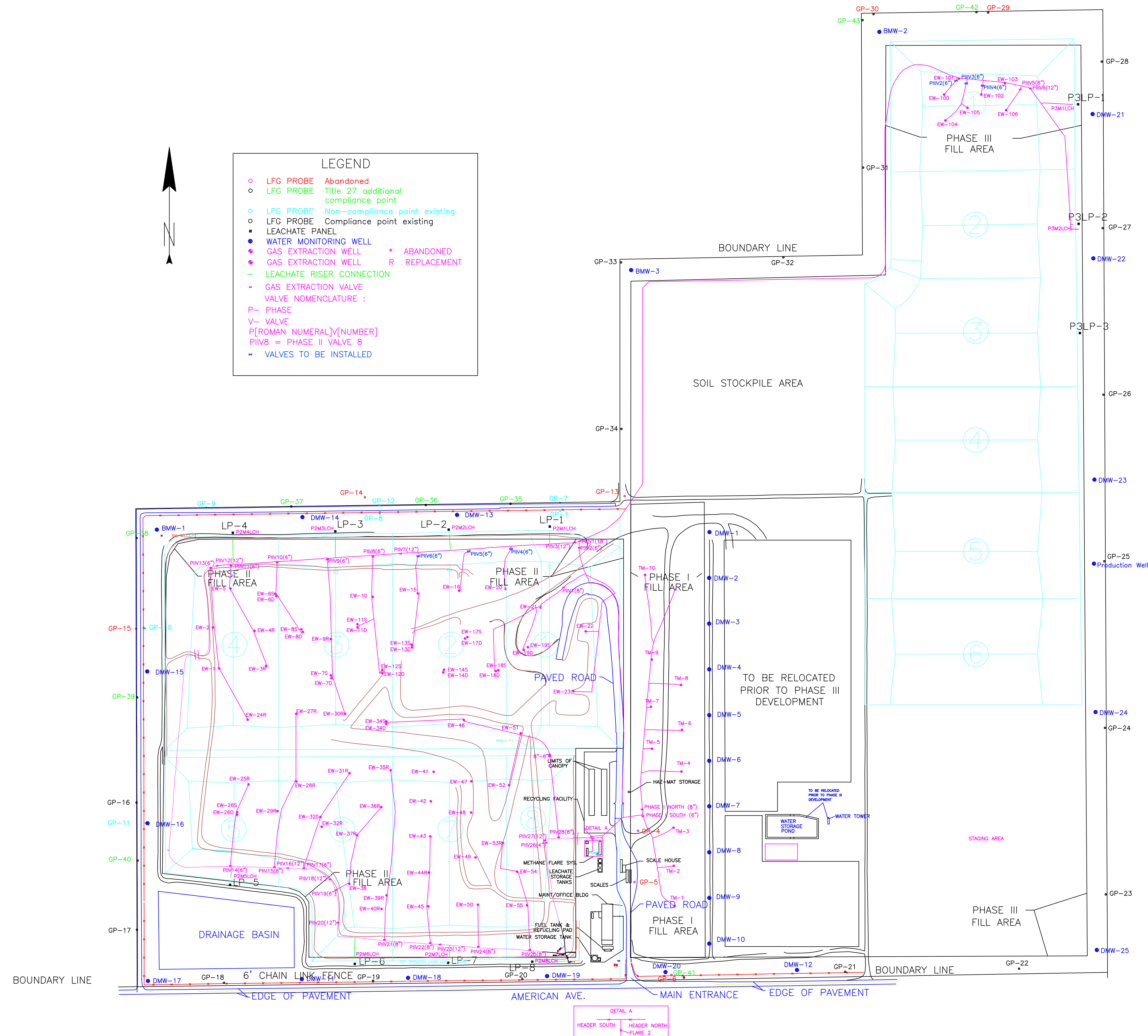
DESIGNED	OS	DATE	10/21
DRAWN	OS	DATE	10/21
CHECKED	OS	DATE	10/21

SCALE	NONE
DRAWING NO.	1



DEPARTMENT OF PUBLIC WORKS AND PLANNING

AMERICAN AVENUE DISPOSAL SITE



DRAWN BY: AERIAL PHOTOMAPPING SERVICES 10/20/2002
EDITED BY: O. SAVELYEV 8/26/2014
REVISED: 08/14

SITE PLAN

AMERICAN AVENUE DISPOSAL SITE
18950 W American Ave. Kerman, CA 93630



DEPARTMENT OF PUBLIC WORKS
& PLANNING
RESOURCES DIVISION

SCALE: 1" = 300'



San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT

968-5419 Attachment C


HEALTHY AIR LIVING™

RECEIVED
FEB 02 2015

JAN 29 2015

Curtis Larkin
American Avenue Landfill
2220 Tulare Street, 6th Floor
Fresno, CA 93721

FRESNO COUNTY
DEPT. OF
PUBLIC WORKS & PLANNING

MM
2/3/15

182
2/3/15

**Re: Changes Not Requiring Title V Permit Amendment
District Facility # C-3115
Project # 1150021**

Dear Mr. Larkin:

American Avenue Landfill has proposed to incorporate recently issued Authority to Construct C-3315-2-13 in to their Title V operating permit. The District is processing this change in accordance with District Rule 2520, Federally Mandated Operating Permits, Section 6.4.4, "Other Changes Not Requiring Title V Permit Amendment". This change to the 44.4 million cubic yard municipal solid waste landfill is to incorporate the requirements from the California Air Resources Board's (CARB's) methane emission regulation (California Code of Regulations Title 17, Subchapter 10, Article 4, Subarticle 6, sections 95460 through 95476) and do not change the federally enforceable conditions of this permit unit. Enclosed are courtesy copies of the permit requirements for your records.

Please replace the previous version with the enclosed. Should you have any questions, please contact Mr. Jim Swaney at (559) 230-5900.

Sincerely,


Arnaud Marjollet
Director of Permit Services

AM:ddb

cc: Gerardo Rios, EPA Region IX

Enclosure

Sayed Sadredin
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

San Joaquin Valley Air Pollution Control District

PERMIT UNIT: C-3115-2-13**EXPIRATION DATE:** 07/31/2015**EQUIPMENT DESCRIPTION:**

44.4 MILLION CUBIC YARD CAPACITY (367 ACRES) MUNICIPAL SOLID WASTE LANDFILL WITH A LANDFILL GAS COLLECTION AND CONTROL SYSTEM, INCLUDING COLLECTION WELLS, PIPING, VACUUM PUMP/BLOWER, CONDENSATE TRAPS AND A 3,150 GALLON CONDENSATE STORAGE TANK, CONTROLLED BY ONE 51 MMBTU/HR AND ONE 99 MMBTU/HR ENCLOSED GROUND FLARE USING AN LPG PILOT

PERMIT UNIT REQUIREMENTS

1. Annual amount of soil used for covering shall not exceed 5,920,933 cubic yards of soil, and PM10 emissions shall not exceed 0.008 lb PM10/ton of soil (using a soil density of 3,240 lbs/cubic yard of soil). Permittee shall keep annual records of the amount of soil used for covering. [District Rule 2201] Federally Enforceable Through Title V Permit
2. All equipment shall be maintained in good operating condition and shall be operated in a manner to minimize emissions of air contaminants into the atmosphere. [District Rule 2201 and 40 CFR Part 60.752(b)(2)(iii)(B)(2) and (b)(2)(iv), and 62.14353(b)] Federally Enforceable Through Title V Permit
3. All equipment shall be constructed, calibrated, maintained and operated according to the specifications and plans contained in the permit application except as otherwise specified herein. [District Rule 2201 and 40 CFR 60.755(d), 60.756(b), 62.14354(b) and 40 CFR part 64] Federally Enforceable Through Title V Permit
4. No air contaminant shall be discharged from the flare into the atmosphere for a period or periods aggregating more than five minutes in any two hours which is as dark as, or darker than, Ringelmann 1/4 or 5% opacity. [40 CFR 60.18(c)(1)] Federally Enforceable Through Title V Permit
5. Particulate matter emissions from any combustion source shall not exceed 0.1 grains/dscf (calculated to 12% carbon dioxide). [District Rule 4301] Federally Enforceable Through Title V Permit
6. Landfill gas condensate can be injected into the enclosed flares. [District Rule 2201] Federally Enforceable Through Title V Permit
7. The enclosed flares shall be equipped with automatic dampers, an automatic shutdown device, and a flame arrester. [District Rule 2201 and 17 CCR 95464] Federally Enforceable Through Title V Permit
8. VOC emissions from this landfill operation controlled with the 51 MMBtu/hr and 99 MMBtu/hr enclosed flares shall not exceed 804.3 lb/day (includes landfill fugitive, flare landfill gas, flare pilot, and flare condensate emissions). [District Rule 2201] Federally Enforceable Through Title V Permit
9. The enclosed flares shall either reduce VOC by 98 weight percent or reduce the outlet VOC concentration to less than 20 parts per million by volume, dry basis as methane at 3 percent oxygen. [District Rules 2201 and 4102, and 40 CFR 60.752(b)(2)(iii)(B) and 62.14353(b)] Federally Enforceable Through Title V Permit
10. The methane destruction efficiency for the enclosed flares shall be at least 99% by weight. [17 CCR 95464]
11. The landfill gas consumption rate for the 51 MMBtu/hr enclosed flare shall not exceed 51 MMBtu/hr. Heat input shall be calculated daily using landfill gas flow into the flare (cubic feet per minute) and the annually tested landfill gas heat content (Btu/cubic foot). [District Rule 2201] Federally Enforceable Through Title V Permit

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

These terms and conditions are part of the Facility-wide Permit to Operate.

12. The landfill gas consumption rate for the 99 MMBtu/hr enclosed flare shall not exceed 99 MMBtu/hr. Heat input shall be calculated daily using landfill gas flow into the flare (cubic feet per minute) and the annually tested landfill gas heat content (Btu/cubic foot). [District Rule 2201] Federally Enforceable Through Title V Permit
13. Emissions from the 51 MMBtu/hr enclosed flare shall not exceed any of the following limits: 0.05 lb-NO_x/MMBtu; 0.0178 lb-SO_x/MMBtu (46.9 ppmv of H₂S in fuel); 0.2 lb-CO/MMBtu; or 0.008 lb-PM₁₀/MMBtu. [District Rule 2201] Federally Enforceable Through Title V Permit
14. Emissions from the 99 MMBtu/hr enclosed flare shall not exceed any of the following limits: 0.057 lb-NO_x/MMBtu; 0.0178 lb-SO_x/MMBtu (46.9 ppmv of H₂S in fuel); 0.110 lb-CO/MMBtu; or 0.008 lb-PM₁₀/MMBtu. [District Rule 2201] Federally Enforceable Through Title V Permit
15. Landfill design capacity shall not exceed 44.4 million cubic yards, or 367 acres, of solid waste. Annual amount of refuse received shall not exceed 1,300,000 ton/year. [District Rule 2201] Federally Enforceable Through Title V Permit
16. The enclosed flares shall be equipped with an LPG fired pilot. [40 CFR 60.18(c)(2) and (f)(2)] Federally Enforceable Through Title V Permit
17. Emissions from the flare LPG-fired pilot shall not exceed any of the following limits: 0.15 lb-NO_x/MMBtu, 0.0164 lb-SO_x/MMBtu, 0.0044 lb-PM₁₀/MMBtu, 0.021 lb-CO/MMBtu, or 0.0055 lb-VOC/MMBtu. [District Rule 2201] Federally Enforceable Through Title V Permit
18. Source sampling to determine the compliance status of an emissions source shall be witnessed or authorized by District personnel. [District Rule 1081] Federally Enforceable Through Title V Permit
19. The District must be notified 30 days prior to any compliance source test, and a source test plan must be submitted for approval 15 days prior to testing. The results of each source test shall be submitted to the District within 60 days after testing. [District Rule 1081] Federally Enforceable Through Title V Permit
20. Source testing to demonstrate compliance with VOC, NO_x, and CO emission limits and VOC control efficiency requirements shall be conducted at least once every 12 months for each flare. [District Rule 2201] Federally Enforceable Through Title V Permit
21. Source testing for NO_x shall be conducted using EPA Test Method 7E or CARB Method 100. [District Rule 1081] Federally Enforceable Through Title V Permit
22. Source testing for CO shall be conducted using EPA Test Method 10 or 10B, CARB Methods 1-5 with 10 or CARB Test Method 100. [District Rule 1081] Federally Enforceable Through Title V Permit
23. Gas combusted in the flares shall be tested for H₂S content on a quarterly basis using draeger tubes. If compliance is shown for two consecutive quarters, the testing frequency may be changed to annual. Quarterly testing shall resume if any annual test shows noncompliance. [District Rule 1081] Federally Enforceable Through Title V Permit
24. VOC emissions shall be measured by USEPA Test Method 18, 25, 25A, or 25C. [District Rule 1081 and 40 CFR 60.754(d) and 62.14354(b)] Federally Enforceable Through Title V Permit
25. The enclosed flares shall be equipped with a temperature indicator and recorder which measures and records the operating temperature. The temperature indicator and recorder must operate continuously. [40 CFR 60.756(b)(1) and 62.14354(b)] Federally Enforceable Through Title V Permit
26. The enclosed flare control devices shall be operated within the parameter ranges established during the initial or most recent performance test. [40 CFR 60.752(b)(2)(iii)(B)(2) and 62.14353(b) and 17 CCR 95464] Federally Enforceable Through Title V Permit

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

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27. Except during periods of startup, shutdown, and malfunction, the permittee shall continuously monitor and record combustion chamber temperature. The enclosed flare average combustion temperature, for all 3-hour periods of operation, shall not drop more than 28 degrees C below the average combustion temperature, during the most recent performance test at which compliance with 60.752(b)(2)(iii)(B)(2) was determined. Upon detecting any temperature excursion lower than 28 degree C (50 degree F) below the source test average combustion temperature, averaged over a 3-hour period, the permittee shall investigate the excursion and take corrective action to minimize excessive emissions and prevent recurrence of the excursion as expeditiously as practicable. Duration of startup, shutdown, or malfunction shall not exceed 5 days for collection systems and shall not exceed 1 hour for control devices where free venting of landfill gas occurs. [40 CFR 60.758(c)(1)(i), 60.755(e), 62.14354(b), and 40 CFR part 64] Federally Enforceable Through Title V Permit
28. The owner or operator shall measure the gauge pressure in the gas collection header at each individual interior well on a monthly basis as provided in 60.755(a)(3). If a positive pressure exists, action shall be initiated to correct the exceedance within 5 calendar days. If negative pressure cannot be achieved without excess air infiltration within 15 calendar days of the first measurement, the gas collection system shall be expanded to correct the exceedance within 120 days of the initial measurement of positive pressure. Any attempted corrective measure shall not cause exceedances of other operational or performance standards. An alternative timeline for correcting the exceedance may be submitted to the Administrator for approval. [40 CFR 60.755(a)(3), 60.756(a)(1), and 62.14354(b)] Federally Enforceable Through Title V Permit
29. The owner or operator shall monitor each interior well monthly for temperature and oxygen as provided in 60.753(c). If a well exceeds one of these operating parameters, action shall be initiated to correct the exceedance within 5 calendar days. If correction of the exceedance cannot be achieved within 15 calendar days of the first measurement, the gas collection system shall be expanded to correct the exceedance within 120 days of the initial exceedance. Any attempted corrective measure shall not cause exceedances of other operational or performance standards. An alternative timeline for correcting the exceedance may be submitted to the Administrator for approval. [40 CFR 60.753(c), 60.755(a)(3) and (a)(5), 60.756(a)(2) and (a)(3), and 62.14354(b)] Federally Enforceable Through Title V Permit
30. The operator shall record quarterly the surface emission tests including test time, weather conditions, precipitation records, areas sampled, calibration records, and test results. Corrective action shall be taken if required in accordance to 40 CFR 60.755(c). [District Rule 2201, 40 CFR 60.755(c), 60.756(f), and 62.14354(b)] Federally Enforceable Through Title V Permit
31. Permittee shall maintain continuous records of flare combustion temperature and volumetric gas flow rate. Permittee shall record and test the net heating value of landfill gas being combusted at least annually using ASTM D 1826 or D 1945 in conjunction with ASTM D 3588 for gaseous fuels. [District Rule 2201 and 40 CFR 60.756(b), 60.758(b)(2)(i), (c)(2) and (b)(2)(i), and 62.14354(b)] Federally Enforceable Through Title V Permit
32. Permittee shall keep, for the life of the collection system, an up-to-date, readily accessible plot map showing each existing and planned collector in the system and providing a unique identification location label for each collector. [40 CFR 60.758(d) and 60.34(c)] Federally Enforceable Through Title V Permit
33. The operator shall record emission control device source tests including VOC destruction/treatment efficiency and emissions of CO, NO_x, and SO_x, in pounds per MMBtu heat input. [District Rule 1081] Federally Enforceable Through Title V Permit
34. Records of the weight of materials received (tons) of Class II/III waste material shall be maintained. [District Rules 2201] Federally Enforceable Through Title V Permit
35. This operating permit may be cancelled upon District approval when the landfill is closed, is not otherwise subject to the requirements of 40 CFR part 70 or part 71, and if the landfill meets the conditions for control system removal specified in 40 CFR 60.752(b)(2)(v). [40 CFR 62.14352(f)] Federally Enforceable Through Title V Permit

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

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36. An active collection system shall be designed to handle the maximum expected gas flow rate from the entire area of the landfill that warrants control over the intended use period of the gas control or treatment system equipment, collect gas from each area, cell, or group of cells in the landfill in which the initial solid waste has been placed for a period of 5 years or more if active; or 2 years or more if closed or at final grade, collect gas at a sufficient extraction rate, and be designed to minimize off-site migration of subsurface gas. [40 CFR 60.752(b)(2)(ii)(A) and 62.14353(b)] Federally Enforceable Through Title V Permit
37. If the landfill is permanently closed, a closure notification shall be submitted to the APCO within 30 days of waste disposal cessation. A permanent closure must take place in accordance with 40 CFR 258.60. If a closure report has been submitted, no additional waste may be placed in the landfill without filing a notification of modification to the APCO, pursuant to 40 CFR 60.7(a)(4). [40 CFR 60.752(b)(1)(ii)(B), 60.757(d), and 62.14354(b)] Federally Enforceable Through Title V Permit
38. For approval of collection and control systems that include any alternatives to the operational standards, test methods, procedures, compliance measures, monitoring, recordkeeping or reporting provisions, owner or operator must follow the procedures in 40 CFR 60.752(b)(2). If alternatives have already been approved under 40 CFR Part 62 subpart GGG, these alternatives can be used to comply with 40 CFR 63 subpart AAAA, except that all affected sources must comply with the startup, shutdown, and malfunction (SSM) requirements in subpart A of 40 CFR 63 as specified in Table 1 of 40 CFR 63 subpart AAAA and all affected sources must submit compliance reports every 6 months as specified in 40 CFR 63.1980(a) and (b), including information on all deviations that occurred during the 6 month reporting period. Deviations for continuous emission monitors or numerical continuous parameter monitors must be determined using a 3 hour monitoring block average. [40 CFR 60.752(b)(2) and 63.1955(c)] Federally Enforceable Through Title V Permit
39. Permittee shall operate the landfill gas collection system with negative pressure at each wellhead except under the following conditions: (1) A fire or increased well temperature. The owner or operator shall record instances when positive pressure occurs in efforts to avoid a fire. These records shall be submitted with the annual reports as provided in 60.757(f)(1); (2) At a wellhead within the immediate vicinity of filling; (3) Use of a geomembrane or synthetic cover. The owner or operator shall develop acceptable pressure limits in the design plan; (4) A decommissioned well. A well may experience a static positive pressure after shut down to accommodate for declining flows. All design changes shall be approved by the APCO. [40 CFR 60.753(b) and 62.14354(b) and 17 CCR 95464, 1& CCR 95468] Federally Enforceable Through Title V Permit
40. Permittee shall operate the collection system so that the methane concentration is less than 500 parts per million above background at the surface of the landfill. To determine if this level is exceeded, the owner or operator shall conduct surface testing around the perimeter of the collection area and along a pattern that traverses the landfill at 30 meter intervals and where visual observations indicate elevated concentrations of landfill gas, such as distressed vegetation and cracks or seeps in the cover. The owner or operator may establish an alternative traversing pattern that ensures equivalent coverage. A surface monitoring design plan shall be developed that includes a topographical map with the monitoring route and the rationale for any site-specific deviations from the 30 meter intervals. Areas with steep slopes or other dangerous areas may be excluded from the surface testing. [40 CFR 60.753(d), 60.755(c)(1) and 62.14354(b)] Federally Enforceable Through Title V Permit
41. Compliance with the surface methane operational standard shall be demonstrated using the procedures outlined in 40 CFR 60.755(c) within 180 days of installation and startup of the collection and control system and quarterly thereafter. [40 CFR 60.753(d), 60.755(c), 62.14354(b), and 60.8] Federally Enforceable Through Title V Permit
42. Permittee shall operate the enclosed flares at all times when the collected gas is routed to it. [40 CFR 60.753(f) and 62.14354(b)] Federally Enforceable Through Title V Permit
43. Permittee shall operate the landfill gas collection system such that gas is collected from each area, cell, or group of cells in the MSW landfill in which solid waste has been in place for: (1) five years or more if active; or (2) two years or more if closed or at final grade. [40 CFR 60.753(a) and 62.14354(b)] Federally Enforceable Through Title V Permit

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

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44. Permittee shall operate each interior wellhead in the collection system with a landfill gas temperature less than 55 C and with oxygen level less than 5 percent except under the following conditions: (1) A fire or increased well temperature; or (2) at a wellhead within the immediate vicinity of filling. The owner or operator may establish a higher operating temperature or oxygen value at a particular well. A higher operating value demonstration shall show supporting data that the elevated parameter does not cause fires or significantly inhibit anaerobic decompositions by killing methanogens. [40 CFR 60.753(c) and 62.14354(b)] Federally Enforceable Through Title V Permit
45. The collection system shall be operated so that the methane concentration is less than 500 parts per million above background at the surface of the landfill, and such that all collected gases are sent to a control system designed and operated in compliance with 60.752(b)(2)(iii). In the event the collection or control system is inoperable, the gas mover system shall be shut down and all valves in the collection and control system contributing to venting of the gas to the atmosphere shall be closed within 1 hour. [40 CFR 60.753(d), (e), 60.755(c), and 62.14354(b)] Federally Enforceable Through Title V Permit
46. If monitoring demonstrates that the operational requirements are not met, corrective action shall be taken as specified in 40 CFR 60.755(a)(3 - 5) or (c). [40 CFR 60.753(g) and 62.14354(b)] Federally Enforceable Through Title V Permit
47. For each interior wellhead, unless an alternative test method is established as allowed by 60.752(b)(2)(i) of this subpart, the oxygen shall be determined by a Landtec GEM gas meter or equal, in accordance with the equipment requirements set forth in 40 CFR 60.753 for field measurement of temperature and oxygen or an oxygen meter using Method 3A or 3C except that: (i) The span shall be set so that the regulatory limit is between 20 and 50 percent of the span; (ii) A data recorder is not required; (iii) Only two calibration gases are required, a zero and span, and ambient air may be used as the span; (iv) A calibration error check is not required; (v) The allowable sample bias, zero drift, and calibration drift are ± 10 percent. [40 CFR 60.753(c)(2) and 62.14354(b)] Federally Enforceable Through Title V Permit
48. Surface emission monitoring shall be performed in accordance with section 4.3.1 of Method 21 of appendix A, except that the probe inlet shall be placed within 5 to 10 centimeters of the ground. Monitoring shall be performed during typical meteorological conditions. Any reading of 500 parts per million or more above background at any location shall be recorded as a monitored exceedance and the actions specified in 40 CFR 60.755(c)(4)(i-v) shall be taken. As long as the specified actions are taken, the exceedance is not a violation of the operational requirements of 60.753(d). [40 CFR 60.755(c)(3), (4) and 62.14354(b)] Federally Enforceable Through Title V Permit
49. Permittee shall calculate the NMOC emission rate for purposes of determining when the collection and control system can be removed as provided in 40 CFR 60.752(b)(2)(v) by using the equation found in 40 CFR 60.754(b). [40 CFR 60.754(b) and 62.14354(b)] Federally Enforceable Through Title V Permit
50. For the performance test required in 60.752(b)(2)(iii)(B), Method 25, 25C, or Method 18 of Appendix A must be used to determine compliance with the 98 weight percent efficiency or the 20 ppmv outlet concentration level, unless another method to demonstrate compliance has been approved by the APCO as provided by 60.752(b)(2)(i)(B). Method 3 or 3A shall be used to determine oxygen for correcting the NMOC concentration as hexane to 3 percent. In cases where the outlet concentration is less than 50 ppm NMOC as carbon (8 ppm NMOC as hexane), Method 25A should be used in place of Method 25. If using Method 18 of appendix A, the minimum list of compounds to be tested shall be those published in the most recent Compilation of Air Pollutant Emission Factors (AP-42). The following equation shall be used to calculate efficiency: $(\text{NMOC}_{\text{in}} - \text{NMOC}_{\text{out}}) / \text{NMOC}_{\text{in}}$. The District must be notified at least 30 days prior to any compliance source test, and a source test plan must be submitted for approval at least 15 days prior to testing. [District Rule 1081 and 40 CFR 60.754(d) and 62.14354(b)] Federally Enforceable Through Title V Permit
51. Each owner or operator shall place each well or design component as specified in the approved design plan as provided in 40 CFR 60.752(b)(2)(i). Each well shall be installed no later than 60 days after the date on which the initial solid waste has been in place for a period of: 1) 5 years or more if active or 2) 2 years or more if closed or at final grade. [40 CFR 60.755(b) and 62.14354(b)] Federally Enforceable Through Title V Permit
52. For the purposes of calculating the maximum expected gas generation flow rate from the landfill to determine compliance with 60.752(b)(2)(ii)(A)(1), one of the equations in Section 60.755(a)(1)(i) or (ii) or (iii) shall be used. [40 CFR 60.755(a)(1) and 62.14354(b)] Federally Enforceable Through Title V Permit

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

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53. For the purposes of determining sufficient density of gas collectors for compliance with 60.752(b)(2)(ii)(A)(2), the owner or operator shall design a system of vertical wells, horizontal collectors, or other collection devices, satisfactory to the APCO, capable of controlling and extracting gas from all portions of the landfill sufficient to meet all operational and performance standards. [40 CFR 60.755(a)(2) and 62.14354(b)] Federally Enforceable Through Title V Permit
54. Owners or operators are not required to expand the system as required in paragraph 60.755(a)(3) during the first 180 days after gas collection system startup. [40 CFR 60.755(a)(4) and 62.14354(b)] Federally Enforceable Through Title V Permit
55. The provisions of this subpart apply at all times, except during periods of start-up, shutdown, or malfunction, provided that the duration of start-up, shutdown, or malfunction shall not exceed 5 days for collection systems and shall not exceed 1 hour for treatment or control devices. [40 CFR 60.755(e) and 62.14354(b)] Federally Enforceable Through Title V Permit
56. Surface monitoring shall be performed on a quarterly basis using an organic vapor analyzer, flame ionization detector, or other portable monitor meeting the specifications provided in 40 CFR 60.755(d). [40 CFR 60.755(c)(1) and 62.14354(b)] Federally Enforceable Through Title V Permit
57. When performing surface monitoring, the background concentration shall be determined by moving the probe inlet upwind and downwind outside the boundary of the landfill at a distance of at least 30 meters from the perimeter wells. [40 CFR 60.755(c)(2) and 62.14354(b)] Federally Enforceable Through Title V Permit
58. Permittee shall implement a program to monitor for cover integrity and implement cover repairs as necessary on a monthly basis. [40 CFR 60.755(c)(5) and 40 CFR 62.14354(b)] Federally Enforceable Through Title V Permit
59. The portable analyzer shall meet the instrument specifications of Method 21, section 3 (except that "methane" shall replace all references to VOC). The calibration gas shall be methane, diluted to a nominal concentration of 500 parts per million in air. To meet the performance evaluation requirements of Method 21, section 3.1.3, the instrument evaluation procedures of Method 21, section 4.4 shall be used. The calibration procedures provided in Method 21, section 4.2 shall be followed immediately before commencing a surface monitoring survey. The provisions of this condition apply at all times, except during periods of start-up, shutdown, or malfunction which shall not exceed 5 days for collections systems and shall not exceed 1 hour for treatment or control devices. [40 CFR 60.755(d), (e) and 62.14354(b)] Federally Enforceable Through Title V Permit
60. Each wellhead shall have a sampling port and a thermometer, other temperature-measuring device, or an access port for temperature measurements. [40 CFR 60.756(a)] Federally Enforceable Through Title V Permit
61. The enclosed flares shall be equipped with a temperature monitoring device equipped with a continuous recorder and having a minimum accuracy of ± 1 percent of the temperature being measured expressed in degrees Celsius or ± 0.5 degrees Celsius, whichever is greater. The temperature indicator and recorder must operate continuously. [District Rule 2201 and 40 CFR 60.756(b)(1) and 62.14354(b) and 40 CFR part 64] Federally Enforceable Through Title V Permit
62. The owner/operator shall install, calibrate, maintain, and operate a meter with a continuous recording device that measures and records the landfill gas flow rate into the flare at least once every 15 minutes. This meter shall also be capable of measuring the landfill gas flow rate that might bypass the flare in the event of equipment malfunction or maintenance. [40 CFR 60.754(b)(1), 60.756(b)(2) and 62.14354(b)] Federally Enforceable Through Title V Permit
63. When performing surface monitoring, any closed landfill that has no monitored exceedances of the operational standard in three consecutive quarterly monitoring periods may skip to annual monitoring. Any methane reading of 500 ppm or more above background detected during the annual monitoring returns the frequency for that landfill to quarterly monitoring. [40 CFR 60.756(f) and 62.14354(b)] Federally Enforceable Through Title V Permit
64. The operator shall monitor and record maintenance-related and other control system downtimes and individual well shutdowns. Exceedances defined under 60.758(c) shall be reported once every 180 days. [District Rule 4102 and 40 CFR 60.757(f), (g)(4) and 60.758(c) and (e), and 62.14354(b)] Federally Enforceable Through Title V Permit

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

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65. Except as provided in 60.752(b)(2)(i)(B), each owner or operator of a controlled landfill shall keep up-to-date, readily accessible records for the life of the control equipment of the data listed in paragraphs 60.758(b)(1) through (b)(4) as measured during the initial performance test or compliance determination. Records of subsequent tests or monitoring shall be maintained for a minimum of 5 years. Records of the control device vendor specifications shall be maintained until removal. [40 CFR 60.758(b) and 62.14354(b)] Federally Enforceable Through Title V Permit
66. Permittee shall keep the following records: (1)(i) the maximum expected gas generation flow rate as calculated in 60.755(a)(1). The owner or operator may use another method to determine the maximum gas generation flow rate, if the method has been approved by the APCO; (ii) the density of wells, horizontal collectors, surface collectors, or other gas extraction devices determined using the procedures specified in 60.759(a)(1); (2)(i) the average combustion temperature measured at least every 15 minutes and averaged over the same time period of the performance test; (ii) the percent reduction of NMOC determined as specified in 60.752(b)(2)(iii)(B) achieved by the control device. [40 CFR 60.758(b)(1) and (2) and 62.14354(b)] Federally Enforceable Through Title V Permit
67. Except as provided in 60.752(b)(2)(i)(B), permittee shall keep, for the life of the collection system, an up-to-date, readily accessible plot map showing each existing and planned collector in the system and providing a unique identification location label for each collector. If applicable, permittee shall keep readily accessible documentation of the nature, date of deposition, amount, and location of asbestos-containing or nondegradable waste excluded from collection as well as any nonproductive areas excluded from collection. [40 CFR 60.758(d), 62.14354(b), and 60.34(c)] Federally Enforceable Through Title V Permit
68. Except as provided in 60.752(b)(2)(i)(B), permittee shall keep for at least 5 years up-to-date, readily accessible records of all collection and control system exceedances of the operational standards in 60.753, the reading in the subsequent month whether or not the second reading is an exceedance, and the location of each exceedance. [40 CFR 60.758(e)] Federally Enforceable Through Title V Permit
69. The landfill is no longer required to comply with the requirements of 40 CFR Part 63 Subpart AAAA when it is no longer required to apply controls as specified in the Federal plan or EPA approved and effective State plan or tribal plan that implements 40 CFR part 60, subpart Cc. [40 CFR 63.1950] Federally Enforceable Through Title V Permit
70. The permittee shall comply with the general provisions specified in Table 1 of 40 CFR Part 63 Subpart AAAA and 63.1960 through 63.1985 starting on the date required to install the gas collection and control system. [40 CFR 63.1955(b)] Federally Enforceable Through Title V Permit
71. The permittee shall maintain a copy of the SSM plan written according to the provisions in 40 CFR 63.6(e)(3). Failure to maintain a copy of the SSM plan is a deviation from the requirements of this subpart. [40 CFR 63.1960] Federally Enforceable Through Title V Permit
72. The permittee shall keep records and reports as specified in the Federal plan, EPA approved State plan or tribal plan that implements 40 CFR part 60, subpart Cc. The annual report described in 40 CFR 60.757(f) must be submitted every 6 months. [40 CFR 63.1980(a)] Federally Enforceable Through Title V Permit
73. The permittee shall maintain records as specified in the general provisions of 40 CFR part 60 and this part as shown in Table 1 of this subpart. Applicable records in the general provisions include items such as SSM plans and the SSM plan reports. [40 CFR 63.1980(b)] Federally Enforceable Through Title V Permit
74. The enclosed flare burner and its associated components and the vapor collection system shall be inspected on an annual basis. The records of inspection shall at least contain date and time of inspection, identification of the person performing an inspection, parts replacement and repairs, and all maintenance actions taken. The records shall be kept and maintained for compliance inspection upon request. [40 CFR part 64] Federally Enforceable Through Title V Permit
75. The permittee shall comply with the compliance assurance monitoring operation and maintenance requirements of 40 CFR part 64.7. [40 CFR part 64] Federally Enforceable Through Title V Permit
76. The permittee shall comply with the recordkeeping and reporting requirements of 40 CFR part 64.9. [40 CFR part 64] Federally Enforceable Through Title V Permit

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

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77. If the District or EPA determine that a Quality Improvement Plan is required under 40 CFR 64.7(d)(2), the permittee shall develop and implement the Quality Improvement Plan in accordance with 40 CFR part 64.8. [40 CFR part 64] Federally Enforceable Through Title V Permit
78. All records shall be retained for a minimum of 5 years, and shall be made available for District inspection upon request. [District Rule 1070 and 40 CFR 60.758(a) and (b) and 62.14354(b)] Federally Enforceable Through Title V Permit
79. Permittee may use actual landfill gas generation values in future expansion designs of the gas collection and control system(GCCS). All records and recovery data shall be submitted with GCCS plans. [17 CCR 95468]
80. Landfill collection and control system must be operated such that methane emission from the landfill do not exceed instantaneous or integrated limit requirements. [17 CCR 95464]
81. Landfill gas collection system components downstream of blower have a leak limit of 500 ppmv as methane. Components must be checked quarterly. If compliance with the methane limit has been demonstrated for 4 consecutive quarters, then the component checking frequency shall be annually. If an annual test fails to show compliance, quarterly testing shall resume. [17 CCR 95464]
82. Landfill collection and control system must be operated such that landfill surface methane emissions shall not exceed instantaneous surface emission limit of 500 ppmv as methane or integrated surface emission limit of 25 ppmv as methane. [17 CCR 95464, 17 CCR 95465]
83. Instantaneous and integrated landfill surface emissions measurements shall be done quarterly. The landfill may monitor annually provided they comply with requirements of 17 CCR 95469 (a)(1). [17 CCR 95469]
84. Permittee shall keep records of all gas collection system downtime exceeding five days, including individual well shutdown and disconnection times and the reason for downtime. [17 CCR 95470]
85. Permittee shall keep records of all gas control system downtime in excess of one hour, the reason for the downtime and the length of time the gas control system was shutdown. [17 CCR 95470]
86. Permittee shall keep records of the expected gas generation flow rate calculated pursuant to section 95471(e). [17 CCR 95470]
87. Permittee shall keep records of all instantaneous surface readings of 200 ppmv or greater; all exceedances of the limits in sections 95464(b)(1)(B) or 95465, including the location of the leak (or affected grid), leak concentration in ppmv, date and time of measurement, the action taken to repair the leak, date of repair, any required re-monitoring and the re-monitored concentration in ppmv, and wind speed during surface sampling; and the installation date and location of each well installed as part of a gas collection system expansion. [17 CCR 95470]
88. Permittee shall keep records of any positive wellhead gauge pressure measurements, the date of the measurements, the well identification number, and the corrective action taken. [17 CCR 95470]
89. Permittee shall conduct surface emission monitoring using either the procedures specified in section 95471 or the Los Angeles County Sanitation District monitoring procedure. Permittee shall keep records of which procedure was used. [17 CCR 95468]
90. Permittee shall keep records of delays encountered during repair of leaks or repair of positive wellhead readings. Documentation of delays shall be submitted with the annual report. [17 CCR 95468]
91. Permittee shall keep records of alternate landfill gas collection system modifications being implemented to correct an exceedance in the landfill gas surface emissions or wellhead pressure. Any alternative to installing a new well shall be documented and submitted with the annual report. [17 CCR 95468]
92. Permittee shall identify areas which are dangerous and unable to be inspected. Areas shall be clearly identified on a map of the facility. A copy of the map shall be kept onsite as well as submitted with the annual report. [17 CCR 95468]
93. Permittee shall conduct monitoring of the landfill surface within 3 inches of the surface. The facility may monitor surface emissions with the probe tip at the height of the vegetation if there is vegetation and it is impractical to monitor at 3 inches from the landfill surface. [17 CCR 95468]

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

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94. Permittee shall terminate surface emission testing when the measured average wind speed is over 15 mph or the instantaneous wind speed is over 30 mph. [17 CCR 95468, 17 CCR 95471]
95. Permittee shall only conduct surface emission testing when precipitation has met the following requirements. It has been 24 hours since measured precipitation of 0.01 to 0.15 inches. It has been 48 hours since measured precipitation of 0.16 to 0.24 inches. It has been 72 hours since measured precipitation of 0.25 or more inches. [17 CCR 95468]
96. Permittee shall keep records of the annual solid waste acceptance rate and the current amount of waste-in-place. [17 CCR 95470]
97. Permittee shall keep records of the nature, location, amount, and date of deposition of non-degradable waste for any landfill areas excluded from the collection system. [17 CCR 95470]
98. Permittee shall keep records of any source tests conducted pursuant to section 95464(b)(4). [17 CCR 95470]
99. Permittee shall keep records describing the mitigation measures taken to prevent the release of methane or other emissions into the atmosphere during the following activities: 1. When solid waste was brought to the surface during the installation or preparation of wells, piping, or other equipment; 2. During repairs or the temporary shutdown of gas collection system components; or, 3. When solid waste was excavated and moved. [17 CCR 95470]
100. Permittee shall keep records of any construction activities pursuant to section 95466. The records must contain the following information: 1. A description of the actions being taken, the areas of the MSW landfill that will be affected by these actions, the reason the actions are required, and any landfill gas collection system components that will be affected by these actions. 2. Construction start and finish dates, projected equipment installation dates, and projected shut down times for individual gas collection system components. 3. A description of the mitigation measures taken to minimize methane emissions and other potential air quality impacts. [17 CCR 95470]
101. Permittee shall keep records of the equipment operating parameters specified to be monitored under section 95469(b)(1) as well as records for periods of operation during which the parameter boundaries established during the most recent source test are exceeded. The records must include the following information: 1. For enclosed flares, all 3-hour periods of operation during which the average temperature difference was more than 28 degrees Celsius (or 50 degrees Fahrenheit) below the average combustion temperature during the most recent source test at which compliance with sections 95464(b)(2) was determined and a gas flow rate device which must record the flow to the control device at least every 15 minutes. [17 CCR 95470]
102. Permittee shall submit the following reports as required in section 95470(b): Closure notification, Equipment removal report and Annual report. All reports must be accompanied by a certification of truth, accuracy, and completeness signed by a responsible official. [17 CCR 95470]
103. Permittee may comply with the CARB regulation for landfill methane control measures by using approved alternative compliance options. The permittee shall obtain written District approval for the use of any alternative compliance options not approved by this permit. Changes to the approved alternate compliance options must be made and approved in writing. Documentation of approved alternative compliance options shall be available for inspection upon request. [17 CCR 95468]

These terms and conditions are part of the Facility-wide Permit to Operate.



FINAL
STARTUP, SHUTDOWN, AND MALFUNCTION PLAN
GAS COLLECTION AND CONTROL SYSTEM (GCCS)
AMERICAN AVENUE LANDFILL
KERMAN, CA

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Date of Issuance:

January 16, 2004

Revised:

October 2, 2014

☐ This version of this plan has been superseded.

If the box above has been checked, complete the following information:

This copy of the plan may be discarded after _____
(Enter the date that is 5 years after date on which this version was superseded by a newer version)

STARTUP, SHUTDOWN, AND MALFUNCTION PLAN

GAS COLLECTION AND CONTROL SYSTEM (GCCS)

AMERICAN AVENUE LANDFILL Kerman, CA

This startup, shutdown, and malfunction (SSM) plan (SSM Plan) was prepared by SCS Engineers for the County of Fresno in order to comply with the requirements of 40 CFR 63.6(e)(3), as this facility is subject to 40 CFR Part 63, Subpart AAAAA, the National Emission Standard for Hazardous Air Pollutants (NESHAPs) for Municipal Solid Waste (MSW) landfills. The SSM Plan contains all of the required elements set forth within 40 CFR 63.6(e).

This SSM Plan will be revised if the procedures described herein do not adequately address any malfunction or startup/shutdown events that occur at the facility. A copy of the original plan and all revisions/addenda will be kept on file at the facility for at least five (5) years. The Senior Engineer, Curtis Larkin is responsible for assuring that the most recent copy of this SSM Plan is made available to all personnel involved with the landfill gas (LFG) collection and control system (GCCS) at the American Avenue Landfill as well as to appropriate regulatory agency personnel for inspection.

Name of Plan Preparer:	James J. Kim	10-2-2014
	Name	Date


Approved: Senior Engineer	Curtis Larkin 	10-2-2014
	Name	Date

TABLE OF CONTENTS

1	Revision History	1
2	Introduction	2
2.1	Purpose and Scope	2
2.2	Description of Site	3
2.3	GCCS	3
2.4	Description of SSM Plan	5
2.5	Site Equipment Subject to this SSM Plan.....	5
2.6	Implementation Requirements	5
3	Startup Plan	7
3.1	How to Identify a GCCS Startup Event	7
3.2	Actions to Take When the GCCS is Started-Up	8
3.2.1	Gas Mover and Collection System	8
3.2.2	Control Device(s):.....	8
3.2.3	Implementation	9
3.3	What to Record for All Startup Events	10
3.4	Whom to Notify at the Facility in Case of a Startup Event	10
3.5	What to Report for a Startup Event.....	11
4	Shutdown Plan	12
4.1	How to Identify a GCCS Shutdown Event	12
4.2	Actions to Take When the GCCS Is Shutdown	13
4.2.1	Collection System	13
4.2.2	Control Device(s):.....	13
4.2.3	Implementation	13
4.3	What to Record for All Shutdown Events	14
4.4	Whom to Notify at the Facility in Case of a Shutdown Event.....	15
4.5	What to Report for a Shutdown Event.....	15
5	Malfunction Plan	17
5.1	How to Identify a GCCS Malfunction	17
5.2	Actions to Take When the GCCS Malfunctions—All Malfunctions	18
5.3	Loss of LFG Flow/Gas Mover Malfunction	20
5.4	Loss of Electrical Power	21
5.5	Low Temperature Conditions at the Control Devices	21
5.6	Loss of Flame at the Control Device	22
5.7	Malfunctions of Flow Monitoring/Recording Device	22
5.8	Malfunctions of Temperature Monitoring/Recording Device	22
5.9	Collection Well and Pipe Failures	23
5.10	Other GCCS Malfunctions.....	23
5.11	Malfunctions of Field Monitoring Equipment.....	24
5.12	What to Record for a Malfunction	24
5.13	Whom to Notify at the Facility in Case of a Malfunction	25
5.14	What to Report for a Malfunction Event	25

Appendices

- A Common Causes and Response Actions for GCCS Malfunctions
- B SSM Reporting Forms
- C SJVAPCD Breakdown and Variance Information

1 Revision History

Add the effective date of the most-recent revision to the list below. Do not overwrite or delete any dates. This is intended to be a complete record of all revisions made to this plan, and assists in making certain that all plan versions are retained for at least 5 years as required by §63.6(e)(3)(v).

Date of Initial Issuance
January 16, 2004
Revision Dates
October 1, 2014

2 Introduction

2.1 Purpose and Scope

This start-up, shutdown, and malfunction (SSM) plan was prepared by SCS Engineers (SCS) on behalf of the County of Fresno, Planning & Resource Management Department, Resources Division (County) for the American Avenue Landfill to fulfill the requirements of 40 CFR 63.6(e)(3). The County is the municipal solid waste (MSW) landfill owner or operator of an affected source and, as such, must develop and implement a written SSM Plan that describes, in detail, procedures for operating and maintaining the source during periods of startup, shutdown, and malfunction; a program of corrective action for malfunctioning processes; and air pollution control and monitoring equipment used to comply with the relevant standard. The purpose of the SSM Plan is to:

- Ensure that, at all times, the MSW landfill owner or operator operates and maintains the affected source, including associated air pollution control and monitoring equipment, in a manner consistent with safety and good air pollution control practices for minimizing emissions to the levels required by the relevant standards;
- Ensure that MSW landfill owners or operators are prepared to correct malfunctions as soon as practicable after their occurrence in order to minimize excess emissions of hazardous air pollutants; and
- Reduce the reporting burden associated with periods of startup, shutdown, and malfunction (including corrective action taken to restore malfunctioning process and air pollution control equipment to its normal or usual manner of operation).

The landfill is subject to 40 CFR Part 62, Subpart GGG, which is the Federal Plan for the Emission Guidelines (EG) and the California Code of Regulations Title 17, Subchapter 10, Article 4, Subarticle 6, §95460 to §95476, known as the AB32 landfill methane rule (LMR). On May 1, 2003, the American Avenue Landfill became fully subject to the requirements of the Federal Plan for the EG, which are essentially a duplicate of the New Source Performance Standards (NSPS) contained in 40 CFR Part 60, Subpart WWW. On January 1, 2011, the American Avenue Landfill became fully subject to the requirements of the California Code of Regulations Title 17, Subchapter 10, Article 4, Subarticle 6, §95460 to §95476, AB32 LMR.

The American Avenue Landfill (Site) is an existing affected source under the Maximum Achievable Control Technology (MACT) rule for MSW landfills, which began operating on January 1, 1971 and maintains Solid Waste Facility Permit (SWFP) No. SWFP-10-AA-0009 issued most recently on June 6, 2000. As such, an SSM Plan was required to be prepared, and implemented for this landfill site by January 16, 2004, which was met. This is a revised SSM Plan to include changes and updates in accordance with the current landfill operations.

The County and management of the American Avenue Landfill fully understand and acknowledge the SSM Plan requirements of the MACT rule. This SSM Plan has been developed to specifically address these requirements as summarized above.

2.2 Description of Site

The site is in rural central Fresno County, approximately 17 miles west of the City of Fresno on American Avenue, between Highway 145 and Placer Avenue. The landfill's site address is 18950 West American Avenue in Kerman, California 93630. The site is an existing disposal facility owned and operated by the County of Fresno Planning & Resources Management Department. The site resides on a 440-acre parcel with 361 acres permitted for waste disposal.

The site is comprised of assessor parcel numbers 020-052-02S, -05ST, -06, and -09 and 020-021-26S, -27, -33ST, -34ST, and -35ST. The site occupies the southeast quarter of Section 32, Township 14 South, Range 17 East, Mount Diablo Baseline & Meridian (MDB&M); the southwest quarter of Section 33, Township 14 South, Range 17 East, MDB&M; the southern half of the northwest quarter of Section 33, Township 14 South, Range 17 East, MDB&M; and the northeast quarter of the northwest quarter of Section 33, Township 14 South, Range 17 East, MDB&M.

The landfill began operations in 1971 and continues to accept waste. Per the Waste Discharge Requirements (WDR), the landfill is classified as a Class III landfill. The WDR authorizes the use of the Class III waste management units for disposal of non-hazardous solid wastes and inert solid wastes.

The site has an estimated maximum design capacity of 44.4 million cubic yards. The SWFP limits its total incoming average daily refuse disposal rate to 2,200 tons per day (TPD) and 3,600 TPD as the peak daily disposal rate.

Surrounding land use to the east and south consists of agriculture, primarily orchards, vineyards, and cotton fields. To the north, land is partially used for agriculture and is partially undeveloped. Land use to the west is a mixture of residential, agricultural, and undeveloped land. A few single-family residences reside within 1,000 feet of the landfill to the north. Land within 1 mile of the site is zoned AE-20, exclusive agriculture, 20-acre minimum size, by the County of Fresno. The landfill itself is zoned AE-20, which permits landfills subject to a conditional use permit.

The site maintains and operates under Title V Permit No. C-3115 as issued by the San Joaquin Valley Air Pollution Control District (SJVAPCD). As of September 2014, the site's Authority to Construct (ATC) Permit No.C-3115-2-13 is in the process of being converted as a Permit to Operate (PTO) to incorporate it into the Title V permit. The ATC includes the new landfill gas (LFG) flare, recently permitted and installed for the site.

2.3 GCCS

The existing GCCS, designed by SCS Engineers, Long Beach, California, includes a series of vertical wells installed. The wells are generally 6-inch in diameter and are made of HDPE SDR

11 pipe. Well boreholes are typically 30 inches in diameter, and range in total depths from 36 to 101 feet.

The depth to the top of the perforation section of the well casing (normally referred as well screen) ranges from 21 to 28 feet. Well screen are generally 4 - $\frac{3}{4}$ - inch diameter holes in a row, spaced at 90^0 around the circumference of the pipe and 3 inches on centers along the pipe. The adjacent row of holes is staggered at approximately 45^0 . The annular space between the well screen and the borehole wall is backfilled with $\frac{3}{4}$ - to 1 $\frac{1}{2}$ -inch clean gravel to minimum one foot above and below the well screen. The boreholes are sealed using hydrated bentonite.

LFG header and laterals are constructed of fusion-welded HDPE SDR 17 pipe, varying in size from 4 to 12 inches in diameter. Most of the collection system headers and laterals piping is installed above-grade, except for 12 -inch, 18-inch and 24-inch diameter headers installed below-grade.

Currently, the LFG collected by the GCCS is conveyed to the flare station consisting of one 51 Million British Thermal Units per Hour (MMBtu/hr) enclosed ground flare and one 99 MMBtu/hr enclosed ground flare via 24-inch HDPE header. The flare station composed of the two flares is located on eastern side of Fill Area II, across from the scale house. The flaring system comprises of the blower skid (gas moving equipment), two vertical ground flares, condensate injection system and storage tank, and air compressors.

The original vertical ground flare is manufactured by John Zink Company and is rated for a maximum heat output of 51 MMBTU/hr.

The second vertical ground flare is manufactured by LFG Specialties and is rated for a maximum heat output of 99 MMBTU/hr.

The gas moving equipment for the John Zink flare consists of two multi-stage centrifugal blowers with a rated capacity of 1,700 scfm each. The blowers are connected in parallel configuration, which feed LFG to the flare. One blower operates at a time while the other is used for standby.

The gas moving equipment for the LFG Specialties flare consists of three multi-stage centrifugal blowers with a rated capacity of 1,650 scfm each. The blowers are connected in series configuration, which feed LFG to the flare. Two blowers operate at a time while the third is used for standby.

Condensate collected in the LFG headers is drained into nine automatic pneumatic condensate sumps. Compressed air to the pumps in the sump is furnished by two air compressors (one operating and other as a standby) located in the flare station. The condensate collected in these sumps, is pumped into a 3,150-gallon double walled condensate store tank. Condensate is disposed off by injecting into the flares by using high-pressure electric centrifugal pumps. Two pumps are installed in parallel, with one operating and other as a standby.

Additional control devices, related equipment and other GCCS components may be added and permitted, or the existing devices may be modified and/or taken offline in the future. These changes will be reflected in the Title V permits as required and will comply with the procedures laid out in this SSM Plan; however, additional revisions to this SSM Plan will not be necessary due to equipment modifications.

2.4 Description of SSM Plan

This SSM Plan has been divided into three major sections comprising the major elements related to startup, shutdown, and/or malfunction of a GCCS at a MSW landfill. Malfunction events are distinct events when the GCCS is not operating in accordance with NSPS/EG requirements and which result, or have the potential to result, in an exceedance of one or more emission limitations or operational standards under the NSPS/EG. Startup and shutdown events are generally planned events associated with system repair, maintenance, testing, and upgrade, and may or may not be related to or occur in association with a malfunction of the GCCS.

2.5 Site Equipment Subject to this SSM Plan

The following components of the GCCS are subject to this SSM Plan:

Collection wells and other collectors
Lateral and header extraction piping
LFG mover equipment
Temperature monitoring and recording equipment
Flow monitoring and recording equipment
Condensate Management Equipment
Gas Control Devices and Accessories – Flares
Electrical Control Panel
Air Compressor

2.6 Implementation Requirements

This SSM Plan is designed to address instances of startup, shutdown, and/or malfunction of all or portions of the GCCS that could cause a deviation of the requirements of the NSPS/EG. As such, the Plan is not required to be implemented until such an event causes or has the potential to cause a deviation. With landfill GCCSs, it is sometimes difficult to tell immediately that the SSM event will cause a deviation; therefore, it is prudent to begin implementation of the Plan for any SSM event that any potential to cause a deviation or exceedance of emission limitations. At a later date, it may be determined that the event did not actually qualify as an SSM event; therefore, it could be excluded from consideration.

The startup and shutdown elements of this SSM Plan include planned events when the GCCS or portions of it will be started up and/or shutdown for a variety of purposes. In these cases, the SSM Plan must be implemented if there is any potential that there could be instances of deviation or excess emissions during the startup or shutdown periods. As indicated above, if there is any uncertainty, it is recommended that the SSM Plan be fully implemented as the default course of

action even if later it is determined that no deviation could have occurred. Since the GCCS is generally not operating at optimal level during startup or shutdown, the default assumption should be that any startup or shutdown should trigger the SSM implementation unless it is an automatic event that does not require operator intervention. In many cases, these startup and shutdown events will happen in sequence, such as when the GCCS is shutdown for a planned maintenance event and then started up again upon completion of maintenance. The startup portion of the plan is also applicable when the GCCS is initially started up when new components are added to the system.

The malfunction element to the SSM Plan is unique in that it is only triggered when certain qualifying malfunction events (e.g., breakdowns not due to human error or poor maintenance) occur that cause or have the potential to cause deviations of the NSPS/EG. Again, if there is any uncertainty, it is recommended that the SSM Plan be fully implemented as the default course of action even if later it is determined that no deviation could have occurred. Also, if there is any uncertainty whether the event that occurs qualifies as a malfunction, implementation of the SSM Plan should be the default course of action until it can be later determined that the event was a qualifying event. Startups or shutdowns that occur due to malfunctions should be addressed via the malfunction plan rather than the startup or shutdown plans.

The NSPS specify that corrective actions be implemented if surface emissions monitoring shows exceedances of the 500 parts per million by volume (ppmv) threshold or if exceedances of the wellhead standard for oxygen, temperature, and vacuum occur. This defined procedure for corrective action and re-monitoring allows the landfill to correct exceedances before they become deviations. Therefore, it is not necessary to include these procedures in this SSM Plan.

Specific requirements for dealing with startup, shutdown, and malfunction events under this SSM Plan are described in detail in Sections 3, 4 and 5, below, respectively. In general, each portion of the plan requires notifications, implementation of various responses actions, recordkeeping, and reporting.

3 Startup Plan

This section details procedures for the startup of the GCCS to ensure that, at all times, good safety and air pollution control practices are used for minimizing emissions to the levels required by the relevant standards.

Pursuant to the requirements of the NSPS/EG for MSW landfills, a GCCS must be installed and operated when the landfill exceeds a threshold of 50 Mg/year NMOC and meets all the applicable criteria for a controlled landfill. The site has triggered these requirements and has been operating the GCCS in accordance with these standards since May 1, 2003.

3.1 How to Identify a GCCS Startup Event

The regulatory definition of “startup” reads as follows:

“Startup means the setting in operation of an affected source or portion of an affected source for any purpose.” (§63.2)

GCCS startup operations include startup of gas mover equipment, LFG control devices, and any ancillary equipment that could affect the operation of the GCCS (e.g., power supply, air compressors, etc.). Potential emission limitation exceedances caused by startup are listed in Table 3-1.

**Table 3-1— Potential Emission Limitation Exceedances
Caused by Startup Events**

GCCS downtime of greater than SJVAPCD requirements or 5 consecutive days
Any free venting of collected LFG without control in excess of 1 hour
Control device temperatures excursions in which 3-hour block average is less than the most recent source test temperature minus 50° F
Any downtime for control device temperature monitoring and/or recording equipment
Downtime for LFG flow monitoring and/or recording equipment of greater than 15 minutes

*The idle John Zink flare will not be applicable to the above limitations when it is offline.

3.2 Actions to Take When the GCCS is Started-Up

The following provides a summary of typical response actions for startup of the GCCS.

3.2.1 Gas Mover and Collection System

The following activities may have the potential to emit regulated air pollutants to the atmosphere during startup of the collection system portion of GCCS: (1) purging of gases trapped within piping system prior to normal operation; (2) repair of system leaks discovered during startup, and (3) all other activities after construction of the system but prior to fulltime operation, which could release hazardous air pollutants (HAPs) from the collection system. These activities would be subject to the Startup Plan portion of the SSM Plan.

During such activities, work shall progress such that air emissions are minimized to the greatest extent possible by:

- Temporarily capping pipes venting gas if such capping does not impact safety or the effective construction of the system.
- Minimizing surface area allowing gas to emit to the atmosphere to the extent that it does not impact safety or the effective construction of the system.
- Ensuring that other parts of the system, not impacted by the activity, are operating in accordance with the applicable requirements of NSPS/EG.
- Limiting the purging of piping to as short duration as possible to ensure safe combustion of the gas in the control device.

GCCSs, once installed, are “closed” systems designed to prevent the uncontrolled release of LFG to the atmosphere. The network of piping installed at the site connects each extraction point with the control device(s) with no open vents located anywhere in the collection system.

Portions of collection systems or individual extraction points may be isolated by valves installed in the system from time to time and subsequently opened. Opening these valves shall not be considered a startup, unless such an activity causes the venting of gas to the atmosphere. If the activity results in emissions to the atmosphere, the actions listed above shall be followed.

The operation of the collection system, once installed, shall be consistent with the provisions of NSPS/EG as well as the GCCS Design Plan, which has been developed and approved for the facility.

3.2.2 Control Device(s):

Personnel shall follow the procedures as identified below when starting the respective control devices. Control devices operating at MSW landfills normally undergo planned startups.

However, flare systems are designed for unattended operation. Automatic startups are described in the standard operating procedures incorporated as part of this SSM Plan, as listed below. Successful implementation of automatic startup procedures will be deemed to comply with this SSM Plan. Control device startup procedures can be located in operations manuals, notes, reports, etc., with specific examples provided in Table 3-1.

Table 3-2—Startup Procedure Reference

Device Name	Operations manual, notes, report, etc.
	Title
Lateral and header piping	Operation and Maintenance Manual – Landfill Gas Collection
LFG mover equipment	Operation and Maintenance Manual O&M literature and recommended spare parts Manufacturer’s Operation and Maintenance Manual Consult or hire outside contractor or engineer
Temperature monitoring and recording equipment	Operation and Maintenance Manual O&M literature and recommended spare parts Manufacturer’s Operation and Maintenance Manual Consult or hire outside contractor or engineer
Flow monitoring and recording equipment	Operation and Maintenance Manual O&M Manual Manufacturer’s Operation and Maintenance Manual Consult or hire outside contractor or engineer
Flares and accessories	Operation and Maintenance Manual O&M literature and recommended spare parts O&M manual Manufacturer’s Operation and Maintenance Manual Consult or hire outside contractor or engineer
Air Compressor	Manufacturer’s Operation and Maintenance Manual – Air Compressor

3.2.3 Implementation

Events, which could require planned startup of the GCCS (possibly after a shutdown), and therefore, trigger implementation of this SSM Plan, include, but are not limited to:

- Control device, gas processing equipment, gas mover, or ancillary equipment maintenance, repair, troubleshooting, or cleaning.
- Startup (e.g., testing, debugging, etc.) of new GCCS components (i.e., flares, blowers, etc.)
- Extraction well raising or maintenance or other modifications to collection system requiring system startup
- Source testing

- Automatic shutdown
- Monitoring devices maintenance, calibration, and testing
- Recording devices maintenance, calibration, and testing
- Testing or maintenance of power supply and planned electrical outages

3.3 What to Record for All Startup Events

The operator shall record the following information on the attached **Startup Report Form** (Appendix B):

- The date and time the startup occurred.
- The duration of the startup.
- The actions taken to affect the startup.
- Whether procedures in this SSM Plan were followed. If the procedures in the SSM Plan were not followed, a **SSM Plan Departure Report Form** (Appendix B) must also be completed.
- If an applicable emission limitation was exceeded, a description of the emission standard that was exceeded.

3.4 Whom to Notify at the Facility in Case of a Startup Event

- The Senior Engineer or appropriate personnel should be notified immediately of the startup.
- The Senior Engineer or appropriate personnel should be notified within a reasonable timeframe of progress of the diagnosis and resolution of the startup.
- The Senior Engineer or appropriate personnel should be notified when the alternative timeframe for startup has been established if it is outside of the timeframes currently allowed by the NSPS/EG for particular compliance elements.
- The **Startup Report Form** should be initially prepared upon startup, or discovery of an automatic startup, and implementation of the SSM Plan. The form should be finalized by the operator on duty upon successful implementation of the SSM Plan and submitted to the Senior Engineer or appropriate personnel. The original form should be retained in the landfill files for five (5) years.

3.5 What to Report for a Startup Event

- If the actions taken during the startup **were consistent** with this SSM Plan, file the necessary information in your semi-annual SSM report (*within 30 days following the end of each 6-month period*) with the following information included:
 1. Name and title of the person filing report;
 2. Certifying signature of the owner/operator or other responsible official;
 3. Statement that the actions taken during the startup or shutdown were consistent with the SSM Plan; and
 4. A copy of the **Startup Report Form**.
- If the actions taken during a startup **were not consistent** with this SSM Plan, **and** the startup resulted in an exceedance of an applicable emission standard, the Senior Engineer or appropriate personnel must report the actions taken to the enforcing authority by telephone or facsimile transmission within two (2) working days after the startup or shutdown. A letter must then be sent to the enforcing authority within seven (7) working days after the startup or shutdown. The letter should be sent by certified or registered mail or overnight delivery service, and must include the following information:
 1. Name and title of person filing report;
 2. Certifying signature of the owner/operator or other responsible official (Note that “responsible official” has the same meaning as under the Title V permitting program.);
 3. A copy of the **Startup Report Form**;
 4. Detailed explanation of the circumstances of the startup;
 5. The reasons the SSM Plan was not adequate; and whether any excess emissions and/or parameter monitoring exceedances is believed to have occurred during the event.
 6. A copy of the **SSM Plan Departure Report Form**.
- Note: If the revisions to the SSM Plan alter the scope of the process activities at American Avenue Landfill or otherwise modify the applicability of any emission limit, work practice requirement, or other requirement in the MACT rule and/or the NSPS/EG, the revised SSM Plan is not effective until written notice has been provided to the permitting authority describing the SSM Plan revision(s).

4 Shutdown Plan

This section details procedures for the shutdown of the GCCS to ensure that, at all times, good safety and air pollution control practices are used for minimizing emissions to the levels required by the relevant standards.

Pursuant to the requirements of the NSPS for MSW landfills, a GCCS can not be removed unless the landfill meets all the applicable criteria for removal of collection and control system in 40 CFR 60, Subpart WWW.

4.1 How to Identify a GCCS Shutdown Event

The regulatory definition of “shutdown” reads as follows:

“Shutdown means the cessation of an affected source or portion of an affected source or portion of an affected source for any purpose.” (§63.2)

With GCCS, shutdown events would generally include shutdown of gas mover equipment, LFG control devices, and any ancillary equipment that could affect the operation of the GCCS (e.g., power supply, air compressors, etc.).

The following list includes events that may necessitate a shutdown of the GCCS at a MSW Landfill. This list should not be considered exhaustive.

Table 4-1—Potential Events Necessitating Shutdown of the GCCS

Control Device Maintenance, Repair, or Cleaning
Addition of New GCCS Components
Extraction Well Raising
Movement of LFG Piping to Accommodate New Components
Source Testing
Gas Mover Equipment Maintenance, Repair, or Cleaning
Gas Processing Equipment Maintenance, Repair, or Cleaning
Ancillary Equipment (e.g., compressors, etc.) Maintenance, Repair, or Cleaning
New Equipment Testing and Debugging
Shutdown and Subsequent Startup to Address Malfunctions or Other Occurrences
Planned Electrical Outages

GCCS downtime of greater than SJVAPCD requirements or 5 consecutive days
Any free venting of collected LFG without control in excess of 1 hour
Control device temperatures excursions in which 3-hour block average is less than the most recent source tests temperature minus 50° F
Any downtime for control device temperature monitoring and/or recording equipment
Downtime for LFG flow monitoring and/or recording equipment of greater than 15 minutes

*The idle John Zink flare will not applicable to the above limitations when it is offline.

4.2 Actions to Take When the GCCS Is Shutdown

4.2.1 Collection System

GCCSs, once installed, are “closed” systems designed to prevent the uncontrolled release of LFG to the atmosphere. The network of piping installed at the site connects each extraction point with the control device(s) with no open vents located anywhere in the collection system.

Portions of collection systems or individual extraction points may be isolated by valves installed in the system from time to time. Closing these valves shall not be considered a shutdown, unless such an activity causes an exceedance of the provisions of NSPS/EG and/or any subsequent approvals of alternatives in the facility’s GCCS Design Plan or approved variances issued thereafter. If a shutdown occurs, the following action shall occur.

4.2.2 Control Device(s):

Personnel shall follow the procedures as identified below when shutting down the respective control devices. Control devices operating at MSW landfills normally undergo planned shutdown for the various events listed above. Shutdowns for equipment malfunction or breakdown should be addressed in the malfunction plan. Control device shutdown procedures can be located in operations manuals.

Automatic shutdowns are described in the standard operating procedures incorporated as part of this SSM Plan, as listed below in Table 4-2. If these procedures are successfully used in an automatic fashion, this SSM Plan shall be deemed fully implemented.

4.2.3 Implementation

Events, which could require planned shutdown of the GCCS, and therefore, trigger implementation of this SSM Plan, include, but are not limited to:

- Control devices, gas processing equipment, gas mover, or ancillary equipment maintenance, repair, troubleshooting, or cleaning.
- Extraction well raising or maintenance or other modifications to collection system requiring system shutdown
- Source testing

- Automatic shutdown
- Monitoring devices maintenance, calibration, and testing
- Recording devices maintenance, calibration, and testing
- Testing or maintenance of power supply and planned electrical outages

Table 4-2—Shutdown Procedure Reference

Device Name	Operations manual, notes, report, etc.
	Title
Lateral and header piping	Operation and Maintenance Manual – Landfill Gas Collection
LFG mover equipment	Operation and Maintenance Manual O&M literature and recommended spare parts Manufacturer’s Operation and Maintenance Manual Consult or hire outside contractor or engineer
Temperature monitoring and recording equipment	Operation and Maintenance Manual O&M literature and recommended spare parts Manufacturer’s Operation and Maintenance Manual Consult or hire outside contractor or engineer
Flow monitoring and recording equipment	Operation and Maintenance Manual O&M Manual Manufacturer’s Operation and Maintenance Manual Consult or hire outside contractor or engineer
Flares and accessories	Operation and Maintenance Manual O&M literature and recommended spare parts O&M manual Manufacturer’s Operation and Maintenance Manual Consult or hire outside contractor or engineer
Air Compressor	Manufacturer’s Operation and Maintenance Manual – Air Compressor

4.3 What to Record for All Shutdown Events

The operator should record the following information on the attached **Shutdown Report Form** (Appendix B):

- The date and time the shutdown occurred.
- The duration of the shutdown.
- The actions taken to affect the shutdown.

- Whether procedures in this SSM Plan were followed. If the procedures in the plan were not followed, a **SSM Plan Departure Report Form** must also be completed.
- If an applicable emission limitation was exceeded, a description of the emission standard that was exceeded.

4.4 Whom to Notify at the Facility in Case of a Shutdown Event

- The Senior Engineer or appropriate personnel should be notified immediately of the shutdown.
- The Senior Engineer or appropriate personnel should be notified within a reasonable timeframe of progress of the diagnosis and resolution of the shutdown.
- The Senior Engineer or appropriate personnel should be notified when the alternative timeframe for shutdown has been established if it is outside of the timeframes currently allowed by the NSPS/EG for particular compliance elements.
- The **Shutdown Report Form** should be initially prepared upon shutdown, or discovery of a automatic shutdown, and implementation of the SSM Plan. The form should be finalized by the operator on duty upon successful implementation of the SSM Plan and submitted to the Senior Engineer or appropriate personnel. The original form should be retained in the landfill files for five (5) years.

4.5 What to Report for a Shutdown Event

- If the actions taken during the shutdown were consistent with this SSM Plan, file the necessary information in your semi-annual SSM report (*within 30 days following the end of each 6-month period*) with the following information included:
 1. Name and title of person preparing report;
 2. Certifying signature of the owner/operator or other responsible official (Note that “responsible official” has the same meaning as under the Title V permitting program.);
 3. Statement that the actions taken during the shutdown were consistent with the SSM Plan; and
 4. A copy of the **Shutdown Report Form**.
- If the actions taken during a shutdown were not consistent with this SSM Plan, and the shutdown resulted in an exceedance of an applicable emission standard, the Senior Engineer or appropriate personnel must report the actions taken to the enforcing authority by telephone or facsimile transmission within two (2) working

days after commencing the actions that were inconsistent with the plan. A letter must then be sent to the enforcing authority within seven (7) working days after the startup or shutdown. The letter should be sent by certified or registered mail or overnight delivery service, and must include the following information:

1. Name and title of person preparing report;
 2. Certifying signature of the owner/operator or other responsible official (Note that “responsible official” has the same meaning as under the Title V permitting program.);
 3. A copy of the **Shutdown Report Form**;
 4. Detailed explanation of the circumstances of the shutdown;
 5. The reasons the SSM Plan was not adequate; and
 6. Whether any excess emissions and/or parameter monitoring exceedances is believed to have occurred during the event.
 7. A copy of the **SSM Plan Departure Report Form**.
- Note: If the revisions to the SSM Plan alter the scope of the process activities at American Avenue Landfill or otherwise modify the applicability of any emission limit, work practice requirement, or other requirement in the MACT rule and/or the NSPS/EG, the revised SSM Plan is not effective until written notice has been provided to the permitting authority describing the SSM Plan revision(s).

5 Malfunction Plan

5.1 How to Identify a GCCS Malfunction

The regulatory definition of “malfunction” reads as follows:

“Malfunction means any sudden, infrequent, and not reasonably preventable failure of air pollution control and monitoring equipment, process equipment, or a process to operate in a normal or usual manner which causes, or has the potential to cause, the emission limitations in an applicable standard to be exceeded. Failures that are caused in part by poor maintenance or careless operation are not malfunctions.” (§63.2, revised 5/30/03)

The following list includes events that may constitute a malfunction of the GCCS at American Avenue Landfill. The cause of these events should be investigated immediately in order to determine the best course of action to correct the malfunction. Each of these malfunctions could have multiple causes that need to be evaluated and possibly considered. It is the intent of this SSM Plan to include all possible causes for the specific malfunction events. Common malfunction events for LFG collection and control systems are listed in Table 5-1; however, this list is not exhaustive.

Table 5-1—Potential Malfunction Events

Possible Malfunction	Section
Loss of LFG Flow/Gas Mover Malfunction	5.3
Loss of Electrical Power	5.4
Low Temperature Conditions at Control Device	5.5
Loss of Flame at the Control Device	5.6
Malfunction of Flow Measuring/Recording Device	5.7
Malfunction of Temperature Measuring/Recording Device	5.8
Collection Well and Pipe Failures	5.9
Other GCCS Malfunctions	5.10
Malfunctions of Field Monitoring Equipment	5.11

For one of these occurrences to be considered a malfunction that is required to be addressed by this SSM Plan, it must result in, or have the potential to result in, an exceedance of one or more of the NSPS/EG operational and compliance requirements or the provisions of the MACT rule (e.g., exceedance, reading outside of required operational range, etc). The following list constitutes the possible exceedances of the (NSPS/EG) for MSW landfills and/or the state/local EG rule that could occur due to a malfunction of GCCS, thereby necessitating implementation of this SSM Plan:

**Table 5-2— Potential Emission Limitation Exceedances
Caused by Malfunction Events**

GCCS downtime of greater than SJVAPCD requirements or 5 consecutive days
Any free venting of collected LFG without control in excess of 1 hour
Control device temperatures excursions in which 3-hour block average is less than the most recent source tests temperature minus 50° F
Any downtime for control device temperature monitoring and/or recording equipment
Downtime for LFG flow monitoring and/or recording equipment of greater than 15 minutes

*The idle John Zink flare will not applicable to the above limitations when it is offline.

If the occurrence does not result in an exceedance of an applicable emission limitation, or does not have the potential to result in such an exceedance, then **it is not required to be corrected in accordance with this SSM Plan**, although use of the plan may still be advisable. Malfunctions should be considered actionable under this SSM Plan whether they are discovered by the MSW landfill owner or operator during normal operations or by a regulatory agency during compliance inspections.

The operator should follow all the corrective action, notification, record keeping, and reporting procedures described herein in case of malfunction of the GCCS.

5.2 Actions to Take When the GCCS Malfunctions—All Malfunctions

- Determine whether the malfunction has caused an exceedance, or has the potential to cause an exceedance, of any applicable emission limitation contained in the NSPS/EG or MACT.
- Identify whether the malfunction is causing or has caused excess emissions to the atmosphere. If excess emissions are occurring, take necessary steps to reduce emissions to the maximum extent possible using good air pollution control practices and safety procedures.
- Contact the site Senior Engineer or appropriate personnel immediately and proceed with the malfunction diagnosis and correction procedures described in Appendix A (“Common Causes and Response Actions for GCCS Malfunctions”) for each specific malfunction.
- Site-specific malfunction and/or troubleshooting procedures are contained in the documents or appendices referenced below. Personnel shall follow these procedures when addressing a malfunction of a collection system or control device.

Table 5-3—Malfunction Procedure Reference

Control Device ID	Operation manual, notes, report, etc.
	Title
Lateral and header extraction piping	Operation and maintenance manual – Landfill gas collection
LFG mover equipment	<ul style="list-style-type: none"> • Operation and Maintenance Manual • O&M literature and recommended spare parts • Manufacturer’s Operation and maintenance manual • Consult or hire outside contractor or engineer
Temperature monitoring and recording equipment	<ul style="list-style-type: none"> • Operation and Maintenance Manual • O&M literature and recommended spare parts • Manufacturer’s Operation and maintenance manual • Consult or hire outside contractor or engineer
Flow monitoring and recording equipment	<ul style="list-style-type: none"> • Operation and Maintenance Manual • O&M manual • Manufacturer’s Operation and maintenance manual • Consult or hire outside contractor or engineer
Gas control device and accessories	<ul style="list-style-type: none"> • Operation and Maintenance Manual • O&M literature and recommended spare parts • O&M manual • Manufacturer’s Operation and maintenance manuals • Consult or hire outside contractor or engineer
Field Monitoring Equipment	<ul style="list-style-type: none"> • Manufacturer’s Operation and Maintenance Manuals • Use backup equipment

- If the procedures in this SSM Plan do not address or adequately address the malfunction that has occurred, the operator should attempt to correct the malfunction with the best resources available. The Senior Engineer or appropriate personnel for the site should be notified of this situation immediately. Complete a **SSM Plan Departure Report Form** (Appendix B) as discussed in Section 5.14. The SSM Plan must be updated to better address this type of malfunction.
- Notify the Senior Engineer or appropriate personnel for the site of the progress of the diagnosis and correction procedures and status of the malfunction as soon as practicable.
- If the GCCS malfunction cannot be corrected within the time frame specified in the NSPS/EG, notify the Senior Engineer or appropriate personnel for the site and

proceed to shutdown the control device and/or the process(es) venting to the control device, if this has not already occurred automatically.

- If the GCCS malfunction cannot be corrected within the time frame allowed by the NSPS/EG rule for each specific malfunction, define the appropriate alternative timeframe for corrective action that is reasonable for the type of repair or maintenance that is required to correct the malfunction.
- If the GCCS malfunction cannot be corrected within alternative timeframe for corrective action specified above, notify the Senior Engineer or appropriate personnel for the site and conduct the appropriate record keeping and reporting required for deviations of the MACT rule and Title V permit. For the SJVAPCD, this may require the obtaining of a variance through District variance procedures. Information on obtaining a variance is included in Appendix C.
- Once the malfunction is corrected, notify the Senior Engineer or appropriate personnel for the site as soon as the system is operational.
- Complete the **Malfunction Report Form** (Appendix B) after the malfunction diagnosis and correction procedures are completed.
- If the procedures in this SSM Plan do not address or adequately address the malfunction that has occurred, the operator should note the circumstances and the actual steps taken to correct the malfunction in the **Malfunction Report Form** (Appendix B). This SSM Plan will need to be revised based on this information, as described in Section 5.13 below.
- Follow procedures in Sections 5.12 through 5.14, as appropriate, to adequately document, notify, and report the malfunction and corrective action.

5.3 Loss of LFG Flow/Gas Mover Malfunction

- Follow the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Check to see if the control device has shutdown. If control device has shutdown, make sure that gas mover equipment has shutdown to prevent free venting of LFG. Attempt to restart control device to determine if system will remain operational.
- Conduct diagnostic procedures to identify the cause of the malfunction. Potential causes and response actions for this type of malfunction are listed in Appendix A.
- If the malfunction cannot be corrected within 5 days, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective

action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe.

5.4 Loss of Electrical Power

- Follow also the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Conduct diagnostic procedures to identify the cause of the malfunction. Potential causes and response actions for this type of malfunction are listed in Appendix A.
- If the malfunction cannot be corrected within the time frame allowed by the NSPS/EG rule, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if malfunction cannot be corrected within the established timeframe.

5.5 Low Temperature Conditions at the Control Devices

- Follow also the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Check to see if the control device has shutdown. If control device has shutdown, make sure that gas mover equipment has shutdown to prevent free venting of LFG. Attempt to restart control device to determine if system will remain operational.
- Conduct diagnostic procedures to identify the cause of the malfunction. Potential causes and response actions for this type of malfunction are listed in Appendix A.
- If the malfunction causes an exceedance of the control device's minimum temperature for a 3-hour block average of less than 50° of the temperature from the most recent source test, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe.
- If the malfunction causes the GCCS to go off-line and cannot be corrected within the time frame allowed by the NSPS/EG rule, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe. For the SJVAPCD, this may require the obtaining of a variance through District variance procedures. Information on obtaining a variance is included in Appendix C.

5.6 Loss of Flame at the Control Device

- Follow also the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Check to see if the control device has shutdown. If control device has shutdown, make sure that gas mover equipment has shutdown to prevent free venting of LFG. Attempt to restart control device to determine if system will remain operational.
- If system will not restart, follow also the procedures in Section 5.3, above: **Loss of LFG Flow.**
- Conduct diagnostic procedures to identify the cause of the malfunction. Potential causes and response actions for this type of malfunction are listed in Appendix A.
- If the malfunction cannot be corrected within the time frame allowed by the NSPS/EG rule, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe.

5.7 Malfunctions of Flow Monitoring/Recording Device

- Follow the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Conduct diagnostic procedures to identify the cause of the malfunction. Potential causes and response actions for this type of malfunction are listed in Appendix A.
- If the malfunction cannot be corrected in 15 minutes by the NSPS/EG rule, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe. For the SJVAPCD, this may require the obtaining of a variance through District variance procedures. Information on obtaining a variance is included in Appendix C.

5.8 Malfunctions of Temperature Monitoring/Recording Device

- Follow the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Conduct diagnostic procedures to identify the cause of the malfunction. Potential causes and response actions for this type of malfunction are listed in Appendix A.

- If the malfunction cannot be corrected immediately, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe. For the SJVAPCD, this may require the obtaining of a variance through District variance procedures. Information on obtaining a variance is included in Appendix C.

5.9 Collection Well and Pipe Failures

- Follow the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Follow also the procedures in Section 5.3, above: **Loss of Flow/Gas Mover Malfunction.**
- Conduct diagnostic procedures to identify the cause of the malfunction. Potential causes and response actions for this type of malfunction are listed in Appendix A.
- If the malfunction causes the entire GCCS to go off-line and cannot be corrected within 5 days, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe.

5.10 Other GCCS Malfunctions

- Follow also the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Check to see if the control device has shutdown. If control device has shutdown, make sure that gas mover equipment has shutdown to prevent free venting of LFG. Attempt to restart control device to determine if system will remain operational.
- Conduct diagnostic procedures to identify the cause of the malfunction. Potential causes and response actions for this type of malfunction are listed in Appendix A.
- If the malfunction causes an exceedance of the control device's minimum temperature for a 3-hour block average of less than 50° of the temperature from the most recent source test, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe. For the SJVAPCD, this may require the obtaining of a variance through District variance procedures. Information on obtaining a variance is included in Appendix C.

- If the malfunction causes the entire GCCS to go off-line and cannot be corrected within 5 days, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe. For the SJVAPCD, this may require the obtaining of a variance through District variance procedures. Information on obtaining a variance is included in Appendix C.

5.11 Malfunctions of Field Monitoring Equipment

- Follow the procedures in Section 5.2, above: **What to Do When the GCCS Malfunctions—All Malfunctions.**
- Verify that malfunction of monitoring equipment will cause a deviation of the NSPS/EG requirements for wellhead and/or surface emissions monitoring.
- Conduct diagnostic procedures to identify the cause of the malfunction.
- Repair the device or obtain replacement device to complete the monitoring as required by the NSPS/EG.
- Conduct proper calibration procedures before use of the device for NSPS/EG compliance monitoring.
- If the malfunction cannot be corrected so that the monitoring equipment can be used for the purposes required by the NSPS/EG rule, follow the procedures under Section 5.2 above to establish an appropriate alternative timeframe for corrective action and complete necessary record keeping and reporting if the malfunction cannot be corrected within the established timeframe. For the SJVAPCD, this may require the obtaining of a variance through District variance procedures. Information on obtaining a variance is included in Appendix C.

5.12 What to Record for a Malfunction

The operator must record the following information on the attached **Malfunction Report Form**:

- The date and time the malfunction occurred.
- The duration of the malfunction.
- A description of the affected equipment.
- The cause or reason for the malfunction (if known).

- The actions taken to correct the malfunction (checklist).
- Whether the procedures in this SSM Plan were followed. If the procedures in the plan were not followed, a **SSM Plan Departure Report Form** must also be completed.
- A description of the emission standard that was exceeded or had the potential to be exceeded.

5.13 Whom to Notify at the Facility in Case of a Malfunction

- The Senior Engineer or appropriate personnel shall be notified immediately of the malfunction.
- The Senior Engineer or appropriate personnel shall be notified within a reasonable timeframe of progress of the diagnosis and corrective action of the malfunction.
- The Senior Engineer or appropriate personnel for the site shall be notified when the alternative timeframe for corrective action has been established if it is outside of the timeframes currently allowed by the NSPS/EG for particular compliance elements.
- The Senior Engineer or appropriate personnel for the site shall be notified if the malfunction cannot be corrected within the timeframe allowed by the NSPS rule or the alternate timeframe established under this SSM Plan. Notification should also occur if the malfunction that occurred is not addressed by the current SSM Plan.
- The **Malfunction Report Form** shall be initially prepared upon discovery of the malfunction and implementation of the SSM Plan. The form shall be finalized by the operator on duty upon successful implementation of the SSM Plan and submitted to the Senior Engineer or appropriate personnel. The original form must be retained in the landfill files for five (5) years.

5.14 What to Report for a Malfunction Event

- If the actions taken during the malfunction **were consistent** with this SSM Plan, file the necessary information in your semi-annual SSM report (*within 30 days following the end of each 6-month period*) with the following information included:
 1. Name and title of person preparing report;
 2. Certifying signature of the owner/operator or other responsible official (Note that “responsible official” has the same meaning as under the Title V permitting program.);

3. Statement that the actions taken during the malfunction were consistent with the SSM Plan; and
 4. A copy of the **Malfunction Report Form**.
- If the actions taken during a malfunction **were not consistent** with this SSM Plan, and the malfunction resulted in an exceedance of an applicable emission standard, (see items listed under Step 1 above), the Senior Engineer or appropriate personnel must report the actions taken to the enforcing authority by telephone or facsimile (FAX) transmission within two (2) working days after commencing the actions that were inconsistent with the plan. A letter must then be sent to the enforcing authority within seven (7) working days after the malfunction. The letter should be sent by certified or registered mail or overnight delivery service, and must include the following information:
 1. Name and title of person preparing report;
 2. Certifying signature of the owner/operator or other responsible official (Note that “responsible official” has the same meaning as under the Title V permitting program.);
 3. A copy of the **Malfunction Report Form**;
 4. Detailed explanation of the circumstances of the malfunction;
 5. The reasons the SSM Plan was not adequate; and
 6. Whether any excess emissions and/or parameter monitoring exceedances is believed to have occurred during the event.
 7. Prepare and include **Deviation Report Form**.
 - If the actions taken during the malfunction **were not consistent** with this SSM Plan, the Senior Engineer or appropriate personnel at the landfill must:
 1. Revise the SSM Plan within 45 days after the malfunction to include procedures for operating and maintaining the GCCS during similar malfunction events.
 2. Include the revised SSM Plan in the semi-annual report (*within 30 days following the end of each 6-month period*).

Note: If the revisions to the SSM Plan alter the scope of the process activities at American Avenue Landfill or otherwise modify the applicability of any emission limit, work practice requirement, or other requirement in the MACT rule and/or the NSPS/EG, the revised SSM Plan is not effective until written notice has been provided to the permitting authority describing the SSM Plan revision(s). For the SJVAPCD, this may require the obtaining of a variance through District variance procedures. Information on obtaining a variance is included in Appendix C.

APPENDIX A

Common Causes and Response Actions for GCCS Malfunctions

(Appendix A represents a summary of possible causes and response actions for GCCS malfunctions. The list is not considered to be exhaustive. The list of response actions is not intended to be a sequence of events that are to be implemented in order. Certain malfunction incidents may or may not be associated with the listed “common causes” nor will the “common response actions” be appropriate in all instances. Site-specific evaluation of the malfunctions and development of specific response actions is recommended in all cases.)

EQUIPMENT	PURPOSE	MALFUNCTION EVENT	COMMON CAUSES	TYPICAL RESPONSE ACTIONS
LFG Collection and Control System				
Blower or Other Gas Mover Equipment	Applies vacuum to wellfield to extract LFG and transport to control device	Loss of LFG Flow/Blower Malfunction	<ul style="list-style-type: none"> -Flame arrestor fouling/deterioration -Automatic valve problems -Blower failure (e.g., belt, motor, impeller, coupling, seizing, etc.) -Loss of power -Extraction piping failure -Condensate knock-out problems -Extraction piping blockages 	<ul style="list-style-type: none"> -Repair breakages in extraction piping -Clean flame arrestor -Repair blockages in extraction piping -Verify automatic valve operation, compressed air/nitrogen supply -Notify power utility, if appropriate -Provide/utilize auxiliary power source, if necessary -Repair Settlement in Collection Piping - Repair Blower -Activate back-up blower, if available -Clean knock-up pot/demister -Drain knock-out pot
Extraction Wells and Collection Piping	Conduits for extractions and movement of LFG flow	Collection well and pipe failures	<ul style="list-style-type: none"> -Break/crack in header or lateral piping -Leaks at wellheads, valves, flanges, Test ports, seals, couplings, etc. -Collection piping blockages -Problems due to settlement (e.g. pipe separation, deformation, development of low points) 	<ul style="list-style-type: none"> -Repair leaks or breaks in lines or wellheads -Follow procedures for loss of LFG flow/blower malfunction -Repair blockages in collection piping -Repair settlement in collection piping -Re-install, repair, or replace piping
Blower or Other Gas Mover Equipment And Control Devices	Collection and control of LFG	Loss of electrical power	<ul style="list-style-type: none"> - Force majeure/Act of God (e.g., lightning, flood, earthquake, etc.) -Area-wide or local blackout or brown-out -Interruption in service (e.g. blown service fuse) -Electrical line failure -Breaker trip -Transformer failure -Motor starter failure/trip -Overdraw of power -Problems in electrical panel -Damage to electrical equipment from on-site operations 	<ul style="list-style-type: none"> -Check/reset breaker -Check/repair electrical panel components -Check/repair transformer -Check/repair motor starter -Check/repair electrical line -Test amperage to various equipment -Contact electricity supplier -Contact/contract electrician -Provide auxiliary power (if necessary)

EQUIPMENT	PURPOSE	MALFUNCTION EVENT	COMMON CAUSES	TYPICAL RESPONSE ACTIONS
LFG Collection and Control System				
LFG Control Devices	Combusts LFG	Low temperature conditions at control device	<ul style="list-style-type: none"> -Problems with temperature - monitoring equipment -Problems/failure of -thermocouple and/or thermocouple wiring -Change of LFG flow -Change of LFG quality -Problems with air louvers -Problems with air/fuel controls -Change in atmospheric conditions 	<ul style="list-style-type: none"> -Check/repair temperature monitoring equipment -Check/repair thermocouple and/or wiring -Follow procedures for loss of flow/blower malfunction -Check/adjust louvers -Check/adjust air/fuel controls
LFG Control Devices	Combusts LFG	Loss of Flame	<ul style="list-style-type: none"> -Problems/failure of thermocouple -Loss/change of LFG flow -Loss/change of LFG quality -Problems with air/fuel controls -Problems/failure of flame sensor -Problems with temperature monitoring equipment 	<ul style="list-style-type: none"> -Check/repair temperature monitoring equipment -Check/repair thermocouple -Follow procedures for loss of flow/blower malfunction -Check/adjust air/fuel controls -Check/adjust/repair flame sensor -Check/adjust LFG collectors
Flow Monitoring/Recording Devices	Measures and records gas flow from collection system to control	Malfunctions of Flow Monitoring/Recording Device	<ul style="list-style-type: none"> -Problems with orifice plate, pitot tube, or other in-line flow measuring device -Problems with device controls and/or wiring -Problems with chart recorder 	<ul style="list-style-type: none"> -Check/adjust/repair flow measuring device and/or wiring -Check/repair chart recorder -Replace paper in chart recorder
Temperature Monitoring/Recording Devices	Monitors and records combustion temperature of enclosed combustion device	Malfunctions of Temperature Monitoring/Recording Device	<ul style="list-style-type: none"> -Problems with thermocouple -Problems with device controls and/or wiring -Problems with chart recorder 	<ul style="list-style-type: none"> -Check/adjust/repair thermocouple -Check/adjust/repair controller and/or wiring -Check/adjust/repair electrical panel components -Check/repair chart recorder -Replace paper in chart recorder

EQUIPMENT	PURPOSE	MALFUNCTION EVENT	COMMON CAUSES	TYPICAL RESPONSE ACTIONS
LFG Collection and Control System				
Control Devices	Combusts LFG	Other Control Device Malfunctions	<ul style="list-style-type: none"> -Control device smoking (i.e. visible emissions) -Problems with flare insulation -Problems with pilot light system -Problems with air louvers -Problems with air/fuel controllers -Problems with thermocouple -Problems with burners -Problems with flame arrester -Alarmed malfunction conditions not covered above -Unalarmed conditions discovered during inspection not covered above 	<ul style="list-style-type: none"> -Site-specific diagnosis procedures -Site-specific responses actions based on diagnosis -Open manual louvers -Clean pitot orifice -Clean/drain flame arrestor -Refill propane supply -Check/repair pilot sparking system

APPENDIX B
SSM Plan Reporting Forms

**AMERICAN AVENUE LANDFILL
STARTUP REPORT FORM
Landfill Gas Collection and Control System**

968-5419 Attachment D

This form is used to document actions taken during any startup of any portion of the gas collection and control system. If any of the steps taken are **not consistent with this procedure**, document the variations on a "SSM Plan Departure Form" and follow the reporting requirements in the SSM plan.

1. Beginning of Startup Event	Date:	Time:
2. End of Startup Event	Date:	Time:
3. Duration of Startup Event (hours):		
4. Description of Affected Equipment:		
5. Cause/Reason for Startup:		
6. Name of person completing this form (please print):		
7. Date completed:		
8. Type of Shutdown (check one):	<input type="checkbox"/> Manual	<input type="checkbox"/> Automatic

- If this is an automatic startup, skip sections 9 and 10 below and go to section 11.
- If this is a manual startup, the procedure listed in section 9 be should be followed. Check off the steps completed and continue on to section 10.

9. STARTUP PROCEDURE CHECKLIST	Check if procedure was followed

10. Did the actual steps taken vary from the procedure specified above? If response is "Yes," proceed to section 11 below. If "No," stop.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11. Did this startup result in an exceedance of any applicable emission limitation? If response is "Yes," proceed to section 12 below. If "No," stop.	<input type="checkbox"/> YES <input type="checkbox"/> NO

12. Describe the emission standard that was exceeded below. Complete a "SSM Plan Departure Report Form." Notify the appropriate regulatory agency verbally or by fax within 2 working days after commencing the actions that an event inconsistent with the SSM Plan and which resulted in an exceedance of an applicable emission limitation has occurred. Follow up in writing to the agency within working 7 days after the end of the event.

This form is intended to satisfy the recordkeeping requirements of 40 CFR 63.6(e)(3)(iii) and (iv) and 63.10(b)(2).

**AMERICAN AVENUE LANDFILL
SHUTDOWN REPORT FORM
Landfill Gas Collection and Control System**

This form is used to document actions taken during any shutdown of **any portion of the gas collection and control system**. If any of the steps taken are **not consistent with this procedure**, document the variations on a "SSM Plan Departure Form" and follow the reporting requirements in the SSM plan.

1. Beginning of Shutdown Event	Date:	Time:
2. End of Shutdown Event	Date:	Time:
3. Duration of Shutdown Event (hours):		
4. Description of Affected Equipment:		
5. Cause/Reason for Shutdown:		
6. Name of person completing this form (print):		
7. Date completed:		
8. Type of Shutdown (check one): <input type="checkbox"/> Manual <input type="checkbox"/> Automatic		
<ul style="list-style-type: none"> If this is an automatic shutdown, skip sections 9 and 10 below and go to section 11. If this is a manual shutdown, the procedure listed in section 9 below should be followed. Check off the steps completed and continue on to section 10. 		
9. SHUTDOWN PROCEDURE CHECKLIST		Check if procedure was followed
10. Did the actual steps taken vary from the procedure specified above? If response is "Yes," proceed to section 11 below. If "No," stop.		<input type="checkbox"/> YES <input type="checkbox"/> NO
11. Did this shutdown result in an exceedance of any applicable emission limitation? If response is "Yes," proceed to section 12 below. If "No," stop.		<input type="checkbox"/> YES <input type="checkbox"/> NO
12. Describe the emission standard that was exceeded below. Complete a "SSM Plan Departure Report Form." Notify the appropriate regulatory agency verbally or by fax within 2 working days after commencing the actions that an event inconsistent with the SSM Plan and which resulted in an exceedance of an applicable emission limitation has occurred. Follow up in writing to the agency within working 7 days after the end of the event.		

This form is intended to satisfy the recordkeeping requirements of 40 CFR 63.6(e)(3)(iii) and (iv) and 63.10(b)(2).

**AMERICAN AVENUE LANDFILL
MALFUNCTION REPORT FORM
Landfill Gas Collection and Control System**

968-5419 Attachment D

This form is used to document actions taken during a malfunction of any portion of the gas collection and control system . If any of the steps taken are not consistent with this procedure , document the variations on a "SSM Plan Departure Form" and follow the reporting requirements in the SSM plan.		
1. Beginning of Malfunction Event	Date:	Time:
2. End of Malfunction Event	Date:	Time:
3. Duration of Malfunction Event (hours):		
4. Description of Affected Equipment:		
5. Cause/Reason for Malfunction:		
6. Name of person completing this form (please print):		
7. Date completed:		
Follow the procedure listed below for each malfunction. This form is to be used to document the actions taken during each malfunction. Check off the steps completed.		
8. MALFUNCTION PROCEDURE CHECKLIST	Check if procedure was followed	
9. Did the actual steps taken vary from the procedure specified above? <input type="checkbox"/> YES <input type="checkbox"/> NO If response is "Yes," proceed to box 10 below. If "No," stop.		
10. Did this malfunction result in an exceedance of any applicable emission limitation? <input type="checkbox"/> YES <input type="checkbox"/> NO If response is "Yes," proceed to box 11 below. If "No," stop.		
11. Describe the emission standard that was exceeded below. Complete a "SSM Plan Departure Report Form." Notify the appropriate regulatory agency verbally or by fax within 2 working days after commencing the actions that an event inconsistent with the SSM Plan and which resulted in an exceedance of an applicable emission limitation has occurred. Follow up in writing to the agency within working 7 days after the end of the event.		

This form is intended to satisfy the recordkeeping requirements of 40 CFR 63.6(e)(3)(iii) and (iv) and 63.10(b)(2).

AMERICAN AVENUE LANDFILL
SSM PLAN DEPARTURE REPORT FORM
Landfill Gas Collection and Control System

968-5419 Attachment D

1. Type of Event:	<input type="checkbox"/> Startup	<input type="checkbox"/> Shutdown	<input type="checkbox"/> Malfunction
2. Date:	Time:	Duration:	
3. Provide detailed explanation of the circumstances of the startup, shutdown, or malfunction:*			
4. Provide description of corrective actions taken:*			
5. Describe the reasons the SSM Plan was not followed:*			
6. Describe any proposed revisions to the SSM Plan:*			
7. Name (print):			
8. Title			

*Use additional sheets if necessary.

Note: If the event documented in this form was a malfunction and if the SSM plan needs to be revised to address the particular type of malfunction that occurred, the revision of the SSM plan must be made within 45 days of the event.

This form is intended to assist in meeting the recordkeeping and reporting requirements of 40 CFR 63.6(e)(3)(iv).

ATTACHMENT C

SJVAPCD Variance and Breakdown Information

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

1990 E. Gettysburg
 Fresno, CA 93721
 (559) 230-5950
 Fax: (559) 230-6062

IN THE EVENT OF A BREAKDOWN:

- Notify the District of the breakdown by telephone or fax within one hour after its detection if it is emission related, eight hours for CEM equipment breakdowns.
- Your notification should include the time, specific location, equipment involved, and the cause of the occurrence (to the extent known)
- **Do not** report breakdowns unless a District rule or permit condition will be violated as a result of the breakdown.
- The breakdown or failure must not be the result of neglect or disregard of any rule or regulation.
- The breakdown must not be the result of improper maintenance or operator error.
- The condition cannot create a nuisance.
- The breakdown or failure must not be of a recurrent nature.

RULE 1100 - EQUIPMENT BREAKDOWN

(Adopted June 18, 1992, Amended December 17, 1992)

1.0 Purpose

This rule defines a breakdown condition and the procedures to follow if one occurs. The corrective action, the issuance of an emergency variance, and the reporting requirements are also specified.

2.0 Applicability

This rule shall apply to any owner or operator of any source operation with any air pollution control equipment or related operating equipment which controls air emissions or any continuous monitoring equipment.

3.0 Definitions

- 3.1 Breakdown Condition: an unforeseeable failure or malfunction of any air pollution control equipment, or related operating equipment, which causes a violation of any emission limitation or restriction prescribed by these Rules and Regulations, or by State Law; or any in-stack continuous monitoring equipment, where such failure or malfunction:
- 3.1.1 Is not the result of neglect or disregard of any air pollution control law, rule or regulation; and
 - 3.1.2 Is not intentional or the result of negligence; and
 - 3.1.3 Is not the result of improper maintenance; and
 - 3.1.4 Does not constitute a nuisance; and
 - 3.1.5 Is not a recurrent breakdown of the same equipment.

4.0 Criteria for Determining a Breakdown Condition

- 4.1 An occurrence which constitutes a breakdown condition, and which persists only until the end of the production run or 24 hours, whichever is sooner (except for continuous monitoring equipment, for which the period shall be 96 hours), shall constitute a violation of any applicable emission limitation or restriction prescribed by these Rules and Regulations. However, the APCO may take no enforcement action if the owner or operator demonstrates to the APCO's satisfaction that a breakdown condition exists and the following requirements are met:
 - 4.1.1 The owner or operator submits the notification required by Section 6.1 of this rule;
 - 4.1.2 The owner or operator immediately undertakes appropriate corrective measures and comes into compliance; and
 - 4.1.3 The APCO determines that the attainment or maintenance of ambient air quality standards will not be endangered.

5.0 Emergency Variance

- 5.1 An occurrence which constitutes a breakdown condition shall not persist longer than the end of the production run or 24 hours, whichever is sooner (except for continuous monitoring equipment, for which the period shall be 96 hours), unless the owner or operator has obtained an emergency variance.
- 5.2 If the breakdown condition will either require more than 24 hours to correct or persist longer than the end of the production run (except for continuous monitoring equipment, for which the period shall be 96 hours), the owner or operator may, in lieu of shutting down, request the APCO to commence the emergency variance procedure set forth in Rule 5200 (Emergency Variance).

6.0 Breakdown Procedures

- 6.1 The owner or operator shall notify the APCO of any occurrence which constitutes a breakdown condition; such notification shall identify the time, specific location, equipment involved, and (to the extent known) the cause(s) of the occurrence. Such notification shall be given as soon as reasonably possible, but no later than one (1) hour after its detection, unless the owner or operator demonstrates to the APCO's satisfaction that the longer reporting period was necessary.
- 6.2 The APCO shall establish written procedures and guidelines, including appropriate forms for logging of initial reports, investigations, and enforcement follow-up, to ensure that all reported breakdown occurrences are handled uniformly to final disposition.
- 6.3 Upon receipt of notification pursuant to Section 6.1 the APCO shall promptly investigate and determine whether the occurrence constitutes a breakdown condition. If the APCO determines that the occurrence does not constitute a breakdown condition, the APCO may take appropriate enforcement action, including, but not limited to seeking fines, an abatement order, or an injunction against further operation.

7.0 Reporting Requirements

Within ten (10) days after a breakdown condition has been corrected, the owner or operator shall submit a written report to the APCO which includes:

- 7.1 A statement that the breakdown condition has been corrected, together with the date of correction and proof of compliance;

- 7.2 A specific statement of the reason(s) or cause(s) for the occurrence sufficient to enable the APCO to determine whether the occurrence was a breakdown condition;
- 7.3 A description of the corrective measures undertaken and/or to be undertaken to avoid such an occurrence in the future. (The APCO may, at the request of the owner or operator, for good cause, extend up to 30 days the deadline for submitting the description required by this section);
- 7.4 An estimate of the emissions caused by the breakdown condition; and
- 7.5 Pictures of the equipment or controls which failed, if available.

8.0 Burden of Proof

The burden shall be on the owner or operator of the source to provide sufficient information to demonstrate that a breakdown did occur. If the owner or operator fails to provide sufficient information, the APCO shall undertake appropriate enforcement action.

9.0 Failure to Comply with Reporting Requirements

Any failure to comply, or comply in a timely manner, with the reporting requirements established in Sections 6.1, and 7.1 through 7.5 of this rule shall constitute a separate violation of this rule.

10.0 False Claiming of Breakdown Occurrence

It shall constitute a separate violation of this rule for any person to file with the APCO a report which falsely, or without probable cause, claims that an occurrence is a breakdown occurrence.

11.0 Hearing Board Standards and Guidelines

The Hearing Board shall adopt standards and guidelines consistent with this rule to assist the Chairperson or other designated member(s) of the Hearing Board in determining whether to grant or deny any emergency variance, and to assist the in the enforcement of this rule.

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**RULE 5040 - PETITIONS FOR VARIANCES**

(Adopted May 21, 1992; Amended December 17, 1992; Amended December 16, 1993)

1.0 Requirements

In addition to the matters required by Rule 5030 (Contents of Petition), petitions for variances shall state briefly:

- 1.1 The code, section, or District rule, at issue or being violated, and from which relief is requested.
- 1.2 The facts showing why compliance with the code, section, or District rule, is unreasonable or unduly burdensome for the applicant.
- 1.3 The period of time for which the variance is sought. If the variance is for a period of time greater than one year, the petition shall include a compliance schedule which shows dates when increments of progress will be completed (See Rule 5050 (Compliance Schedule)).
- 1.4 The burden resulting, or which would result, to the petitioner from immediate compliance with such section or rule.
- 1.5 The requirements of the applicable code, section, or District rule which the petitioner can meet and the date when the petitioner can comply with such requirements.
- 1.6 The advantages and disadvantages to the residents of the District resulting from requiring compliance or resulting from granting a variance, including the nature, quantity, and air quality impacts, of the emissions which the variance would permit.
- 1.7 Facts establishing whether or not operations under such variance, if granted, would constitute a nuisance as defined in Rule 4102 (Nuisance) and section 41700 of the Health and Safety Code.
- 1.8 Whether or not any case involving the same identical equipment or process is pending in any court, civil or criminal.
- 1.9 Whether or not the subject equipment or process is covered by a Permit to Operate issued by the APCO. If so, state the permit number, operating schedule and excess emissions expected during the period of the variance.
- 1.10 Whether or not the applicant for the variance has given consideration to curtail operation of the source in lieu of obtaining a variance.
- 1.11 The methods of monitoring or alternative methods that will be used to quantify and report, pursuant to a schedule established by the District, the emission levels from the source during the period the variance is in effect, if applicable.
- 1.12 The efforts that will be undertaken during the period the variance is in effect to ensure that excess emissions are reduced to the maximum extent feasible, if applicable.

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RULE 5200 - EMERGENCY VARIANCE

(Adopted May 21, 1992; Amended December 17, 1992; Amended December 16, 1993)

1.0 Requirements

- 1.1 Upon receipt of a request for an emergency variance, the APCO shall contact the Chairperson of the Hearing Board or other designated member(s) of the Hearing Board to establish a time and place for consideration of the request. The APCO shall inform the owner or operator of the source of such time and place. During consideration of the emergency variance, the APCO shall recommend whether an emergency variance should be granted, and the owner or operator of the source shall be entitled to present testimony and evidence. The burden shall be on the owner or operator to establish that a breakdown condition, or good cause exists. Thereafter, the Chairperson or other designated member(s) may, without notice or hearing, grant or deny an emergency variance. Reasonable conditions may be included in the variance. The Chairperson or other designated member(s) shall, within five (5) working days, issue a written order confirming the decision with appropriate findings.
- 1.2 No emergency variance shall be granted unless the Chairperson or other designated member(s) determines that:
 - 1.2.1 The variance is issued for good cause, including but not limited to, a breakdown condition;
 - 1.2.2 Continued operation is not likely to create an immediate threat or hazard to public health or safety;
 - 1.2.3 The requirements for a variance set forth in Health and Safety Code sections 42352 and 42353 have been met; and
 - 1.2.4 The attainment or maintenance of National Ambient Air Quality Standards will not be endangered.
- 1.3. At any time after an emergency variance has been granted, the APCO may request that the Chairperson or designated member(s) reconsider and revoke, modify, or further condition the variance if the APCO has good cause to believe that:
 - 1.3.1 Continued operation is likely to create an immediate threat or hazard to public health or safety;
 - 1.3.2 The owner or operator is not complying with all applicable conditions of the variance;
 - 1.3.3 A breakdown condition no longer exists;
 - 1.3.4 Final compliance is not being accomplished as expeditiously as is practicable; or
 - 1.3.5 Continued operation is likely to endanger the maintenance or attainment of National Ambient Air Quality Standards.

The procedures set forth in section 1.1 shall govern any further proceedings conducted under this rule.

- 1.4 An emergency variance shall remain in effect only for as long as is necessary to repair or remedy the condition which necessitated the emergency variance, but in no event after a properly noticed hearing to consider an interim or 90 day variance has been held, or 30 days from the date of the subject occurrence, whichever is sooner.

Attachment C - Title V and Air Emission Related Submittals

Name / Title of Submittal	Subject	Sites to be Addressed	Submit to	Copy to	Deadline	Frequency
New Source Performance Standards (NSPS)	12/1 - 5/31 6/1 - 11/30	AADS	SJVAPCD	U.S. EPA, Region 9	30-Jun 30-Dec	Semi-Annually
Startup, Shutdown and Malfunction Plan (SSM)	12/1 - 5/31 6/1 - 11/30	AADS	SJVAPCD	U.S. EPA, Region 9	30-Jun 30-Dec	Semi-Annually
Title V Report of Required Monitoring (RRM)	1/1 - 6/30 7/1 - 12/31	AADS	SJVAPCD		30-Jul 30-Jan	Semi-Annually
Title V Compliance Certification	7/1 - 6/30	AADS	SJVAPCD		30-Jul	Annual
Emissions Compliance (flare source test, FST)	19-May (51MM Btu) 19-May (99MM Btu)	AADS	SJVAPCD		Report due within 60 days of FST	Annual
Landfill Methane Rule (LMR)	1/1 - 12/31	AADS	CARB via SJVAPCD	U.S. EPA, Region 9	15-Mar	Annual
Mandatory Reporting Rule (MRR)	1/1 - 12/31	AADS	U.S. EPA (e-GRRT)	SJVAPCD	31-Mar	Annual