

AGREEMENT TO FURNISH SOURCE EMISSIONS TESTING
FOR THE COGENERATION FACILITY
CALIFORNIA STREET LANDFILL GAS FLARE

This Agreement is made and entered into this 2nd day of December 2003, by and between the City of Redlands, a municipal corporation (hereinafter "City") and SCEC, hereinafter ("Consultant").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, City and Consultant hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant, and Consultant hereby accepts the engagement, to perform professional consulting services ("Services") for environmental review pertaining to the source emissions testing for the Cogeneration Facility and California Street Landfill Gas Flare ("Project").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide high quality Services for the Project at the level of competency presently maintained by other practicing professional engineers in the industry providing like and similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The specific Services which Consultant shall perform are more particularly described in Attachment "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local rules, laws and regulations in the performance of this Agreement including, but not limited to, all applicable Labor Code and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that is pertinent to the performance of Consultant's Services.
- 3.2 City will provide access to and make provisions for Consultant to enter upon City-owned property or right-of-way as required by Consultant to perform the Services.
- 3.3 City designates Gary Van Dorst, Project Manager, to act as its representative with respect to the Services to be performed under this Agreement.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Attachment "B", entitled "Project Schedule".

ARTICLE 5 - PAYMENTS TO THE CONSULTANT AND NOTICE

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of \$18,087. City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Attachment "C", entitled "Project Costs" based on the hourly rates shown in Attachment "D", entitled "Fee Schedule".
- 5.2 Consultant shall bill City within ten days following the close of each month by submitting an invoice indicating the Services performed, who performed the Services, indirect costs, and the detailed cost of all Services including backup documentation. Payments by City to Consultant shall be made within 30 days after receipt and approval of Consultant's invoice, by warrant payable to Consultant.
- 5.3 All contractual notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

City

Gary Van Dorst
Solid Waste Division
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373

Consultant

Leslie A. Johnson, President
SCEC
1582-1 N. Baravia Street
Orange, CA 92867

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices, bill and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Consultant's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Consultant for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Consultant shall not perform any services pursuant to this Agreement unless and until all required insurance listed below is obtained by Consultant. Consultant shall provided City with Certificates of Insurance and

endorsements evidencing such insurance prior to commencement of work. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

6.2 Workers' Compensation and Employer's Liability

- A. Consultant shall secure and maintain Worker Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to the City.
- B. Consultant expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

6.3 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Consultant shall obtain an endorsement that City shall be named as an additional insured.

6.5 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of one million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Consultant shall obtain an endorsement that the City shall be named as an additional insured.

6.6 Assignment and Insurance Requirements. Consultant is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Consultant will add the subcontractor as an additional insured and provide the City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

- 6.7 Hold Harmless and Indemnification. Consultant shall defend, indemnify, and hold harmless City and its elected officials, employees and agents from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Consultant's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.
- 7.2 Consultant shall not assign any of the Services required by this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 7.3 Consultant's key personnel for the Project are:
- Project Manager: Leslie A. Johnson, President
- Consultant agrees that the key personnel shall be made available and assigned to the Project, and that they shall not be replaced without concurrence from City.
- 7.4 All documents, records, drawings, designs, costs estimates, electronic data files and databases and other documents developed by the Consultant pursuant to this Agreement and any copyright interest in said above described documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.
- 7.5 Consultant is for all purposes an independent contractor. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of or on behalf of City.
- 7.6 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance by City of the Services.

- 7.7 This Agreement may be terminated by the City, without cause, by providing ten (10) days prior written notice to the Consultant (delivered by certified mail, return receipt requested) of intent to terminate.
- 7.8 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services, and (2) deliver or otherwise make available to City, copies of any data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 7.9 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties and any prior negotiations, proposals or oral agreements are superseded by this written Agreement. Any amendment to this Agreement, to be effective, shall be in writing and approved by the City Council of City and signed by City and Consultant.
- 7.10 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

City of Redlands
("City")

SCEC
("Consultant")

By:


MAYOR

By:


LESLIE A. JOHNSON
President

ATTEST:


City Clerk, City of Redlands

**AGREEMENT TO FURNISH SOURCE EMISSIONS TESTING
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**ATTACHMENT A
SCOPE OF SERVICES**

Scope of Services

Landfill Gas Flare Test Program

- Task 1 - SCEC will prepare and submit to the SCAQMD a source test protocol letter outlining the proposed sampling methodology and test methods for the flare test program.
- Task 2 - SCEC personnel will conduct the compliance test programs on a predetermined date that will allow the SCAQMD to observe all or portions of the tests. The parameters will be evaluated using the applicable SCAQMD or CARB test methods. A description of the test parameters is detailed in Tables 1 and 2 pertaining to the Landfill Gas Flare.
- Task 3 - SCEC will prepare a comprehensive draft compliance test report as outlined in the protocol. The report will present the sampling and analysis methods, data calculations and results. The draft report will be issued to the City of Redlands within twenty-five (25) days of the completion of Task 2. Upon receipt of comments from the City of Redlands, SCEC will prepare and transmit four (4) copies of the final report.

Internal Combustion Engine (ICE) Test Program (Cogeneration Facility)

- Task 1 - SCEC will prepare and submit to the SCAQMD a source test protocol letter outlining the proposed sampling methodology and test methods for the ICE test program.
- Task 2 - SCEC personnel will conduct the compliance test programs on a predetermined date that will allow the SCAQMD to observe all or portions of the tests. The parameters will be evaluated using the applicable SCAQMD or CARB test methods. A description of the test parameters is detailed in Tables 1 and 2 pertaining to the ICE..
- Task 3 - SCEC will prepare a comprehensive draft compliance test report as outlined in the protocol. The report will present the sampling and analysis methods, data calculations and results. The draft report will be issued to the City of Redlands within twenty-five (25) days of the completion of Task 2. Upon receipt of comments from the City of Redlands, SCEC will prepare and transmit four (4) copies of the final report.

TABLE 1
INLET TEST PROCEDURES
CITY OF REDLANDS LANDFILL ICE

Parameter	Sample Medium	Analytical Technique	Reference Method	Number of Replicates
Methane and Total Gaseous Non-Methane Organics	SS Tank	TCA/FID	Fuel Gas Analysis (SCAQMD 25.1)	2
O ₂ , CO ₂ and N ₂	SS Tank	GC/TCD	SCAQMD 10.1	2
Flow Rate	On-site meter	On-site meter		2
Trace Organics	Tedlar Bag	GC/PID/ECD	EPA TO-14	1
H ₂ S	Tedlar Bag	GC/Hall ELCD	SCAQMD Mod. 307	1
Reduced Sulfur Compounds	Tedlar Bag	GC/MS	SCAQMD Mod. 307	1

TABLE 2
EXHAUST TEST PROCEDURES
CITY OF REDLANDS LANDFILL ICE

Parameter	Sample Medium	Analytical Technique	Reference Method	Number of Replicates
Methane and Total Gaseous Non-Methane Organics	SS Tank & H ₂ O	TCA/FID	SCAQMD 25.3	2
O ₂	Imp.			
CO ₂	CEM	Micro Fuel Cell	SCAQMD 100.1	9
NO _x	CEM	NDIR	SCAQMD 100.1	2
CO	CEM	Chemiluminescence	SCAQMD 100.1	9
Moisture	CEM	NDIR/GFC	SCAQMD 100.1	9
Flow Rate	Impinger Train	Gravimetric	SCAQMD 4.1	3
Trace Organics	Pitot Tube	Differential Pressure	SCAQMD 2.1	2
	Tedlar Bag	GC/PID/ECD	EPA TO-14	2

In addition, nine (9) NO_x, CO and O₂ tests will be collected at the exhaust of the ICE and presented to confirm that the on-site CEMS is in compliance with SCAQMD Rule 218, relative accuracy test audit (RATA). If testing can be scheduled so that both the flare and engine are tested in the same week SCAQMD may waive the inlet requirements for either the flare or the ICE.

TABLE 1
INLET TEST PROCEDURES
CITY OF REDLANDS LANDFILL GAS FLARE

Parameter	Sample Medium	Analytical Technique	Reference Method	Number of Replicates
Methane and Total Gaseous Non-Methane Organics	SS Tank	TCA/FID	Fuel Gas Analysis (SCAQMD 25.1)	2
O ₂ , CO ₂ and N ₂	SS Tank	GC/TCD	SCAQMD 10.1	2
Moisture	Impinger Train	GC/TCD	SCAQMD 4.1	2
Flow Rate	Pitot Tube	Differential Pressure	SCAQMD 2.1	2
Trace Organics	Tedlar Bag	GC/PID/ECD	EPA TO-14	2
H ₂ S	Tedlar Bag	GC/Hall ELCD	SCAQMD Mod. 307	2
Reduced Sulfur Compounds	Tedlar Bag	GC/MS	SCAQMD Mod. 307	2

TABLE 2
EXHAUST TEST PROCEDURES
CITY OF REDLANDS LANDFILL GAS FLARE

Parameter	Sample Medium	Analytical Technique	Reference Method	Number of Replicates
Methane and Total Gaseous Non-Methane Organics	SS Tank & H ₂ O	TCA/FID	SCAQMD 25.3	2
O ₂	Imp.			
CO ₂	CEM	Micro Fuel Cell	SCAQMD 100.1	2
NO _x	CEM	NDIR	SCAQMD 100.1	2
CO	CEM	Chemiluminescence	SCAQMD 100.1	2
Moisture	CEM	NDIR/GFC	SCAQMD 100.1	2
Flow Rate	Impinger Train	Gravimetric	SCAQMD 4.1	2
Particulate Matter	Pitot Tube	Differential Pressure	SCAQMD 2.1	2
	Wet Impingement Train	Gravimetric	SCAQMD 5.1	2
Trace Organics	Tedlar Bag	GC/PID/ECD	EPA TO-14	2

If testing can be scheduled so that both the flare and the internal combustion engine are tested in the same week SCAQMD may waive the inlet requirements for either the flare or the ICE.

All flare exhaust samples will be collected while traversing the stack to minimize potential stratification effects.

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ATTACHMENT B

PROJECT SCHEDULE

Project Schedule

Concurrent testing of both the cogeneration combustion engine and landfill gas flare are scheduled for the week of January 5, 2004.

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ATTACHMENT C

PROJECT COSTS

Project Costs

SCEC will provide the services identified in Attachments A and B for the following fees;

Flare Test Program

Task 1	Source Test Protocol Preparation	\$ 240
Task 2	Compliance Source Emissions Testing	\$6,430
Task 3	Compliance Report Preparation	\$1,160
SUBTOTAL		\$7,830

Internal Combustion Engine (Cogeneration Facility)

Task 1	Source Test Protocol Preparation	\$ 395
Task 2	Engineering Support for CEMS Testing	\$2,037
Task 3	Compliance Source Emissions Testing	\$6,570
Task 3	Compliance Report Preparation	\$1,255
SUBTOTAL		\$10,257

Notes:

1. It testing is scheduled so that the flare can be tested during the same week as the internal combustion engine, a cost savings of \$200-400 can be achieved for mobilization.
2. If SCAQMD waives the redundant inlet testing, a cost savings of \$2,475 will be achieved.

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ATTACHMENT D

FEE SCHEDULE

Fee Schedule

SCEC will invoice the work completed on a time and expense basis at the following hourly rates:

LEVEL	CONSULTING	ON-SITE REPORT	TRAVEL/STANDBY/ LABORATORY/PREP.
Principal/Expert Witness	140	-	-
Sr. Program Manager	120	120	110
Program Manager	115	115	105
Sr. Project Manager	105	105	95
Project Manager	95	95	87
Sr. Staff Scientist/Engineer	87	87	78
Staff Scientist/Engineer	78	78	65
Sr. Technician	60	60	60
Technician	50	50	50
Word Processor/Clerical	50	50	-

Other Charges

TYPE	CONSULTING	SOURCE TESTING
Mobile Laboratory (Test Van)	-	CEMS - \$70/hr., THC - \$25/hr.
Direct Expenses	Costs + 10%	Cost + 10%
Per Diem	\$120/day	\$120/day