

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of landfill gas monitoring, support and reporting services (“Agreement”) is made and entered in this 15th day of October, 2013 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and GC Environmental, Inc. (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide landfill gas monitoring, support, and reporting services for City (the “Services”).
- 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 the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – ENGAGEMENT OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit “A,” entitled “Scope of Services,” which is attached hereto and incorporated herein by reference, for a period of three (3) years (the “Initial Term”). City shall further have the option to extend the Initial Term of this Agreement on the same terms and conditions for two (2) additional one-year terms (the “Renewal Terms”) by providing written notice to Consultant not less than ten (10) days prior to any Renewal Term. The Initial term and the Renewals Terms are collectively referred to herein as the “Term.”
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Fred Cardenas, Quality of Life Director, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit “B,” entitled “Project Schedule,” which is attached hereto and incorporated herein by reference. The Services shall commence within ten (10) days of the Effective Date of this Agreement.
- 4.2 At any time during the Term of this Agreement, City may request that Consultant perform Extra Services. As used herein, “Extra Services” means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Work does not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Work may be agreed to by the Parties, by written amendment to this agreement, executed by the City Manager. Consultant shall not perform, nor be compensated for, Extra Work without such written authorization from City.
- 4.3 If Consultant’s Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City Staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant’s performance of the Services for the Initial Term of this Agreement shall be in the amount of Three Hundred Sixteen Thousand Eleven Dollars (\$316,011) and shall not exceed One Hundred Five Thousand Three Hundred Thirty Seven Dollars (\$105,337) during any consecutive 12-month period or for any consecutive 12-month period for any Renewal Term. City shall pay Consultant in monthly progress payments for the Services performed for each billing period.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant’s invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant’s invoice.

- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Fred Cardenas, Director
Quality of Life Department
City of Redlands
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373

Consultant

Farideh Kia, Senior Vice President
GC Environmental, Inc.
1230 North Jefferson Street, #J
Anaheim, CA 92807

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Consultant shall secure Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "C," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Consultant shall secure 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. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall secure professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.5 Consultant shall secure auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and

such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

- 6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act or omission, or willful misconduct, of Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make or participate in:

- (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
- (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements;
- (iii) authoring City to enter into, modify or renew a contract;
- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) adopting, or granting City approval of policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 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, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such 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, shall be at City's sole risk.
- 8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or 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. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 This Agreement shall terminate at the conclusion of its Term; provided, however this Agreement may be terminated by City, in its sole discretion, by providing five (5) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related 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. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3)

years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

GC ENVIRONMENTAL, INC.

By: _____
Pete Aguilar, Mayor

By: _____
Farideh Kia, Senior Vice President

Attest:

Sam Irwin, City Clerk

EXHIBIT A – SCOPE OF SERVICES

Consulting Services for Landfill Gas Engineering Support and Reporting California Street Landfill 2151 Nevada Street, City of Redlands, California

GC Environmental, Inc. (GCE) will perform the following tasks to accomplish the requested work. We are extremely comfortable performing all requested tasks because it is similar to the scope of work that we perform for multiple other clients.

The routine scope of work for monitoring, maintenance and troubleshooting the GCCS, and reporting requirements for the CSL includes monthly, quarterly and annual tasks. A description of the tasks is provided in the following sections.

Task 1: Monitoring Support. This task includes monitoring of the LFG collection system, including preparation of reports, maintenance of the LFG database and technician assistance. The major items of work are described below:

1. Monitoring Compliance – GCE will conduct the required SCAQMD monitoring in accordance with the City’s Alternative Compliance Plan for Rule 1150.1.

GCE has reviewed the proposed alternatives and believes that this landfill can further reduce monitoring. GCE would want to prepare another Alternative compliance plan for submission to the AQMD for their review and consideration. AQMD 1150.1 monitoring is a substantial cost of this proposal so reducing monitoring to a more appropriate level for this landfill is warranted.

The following tasks will be performed on a monthly basis.

a) Probe and Wellfield Monitoring

In sequence GCE will monitor the perimeter compliance probes and the gas extraction wells. Knowing methane concentrations in the gas probes allows us to make intelligent gas well adjustments to maintain regulatory compliance. The monthly monitoring event is performed preferably during the first two weeks of the month. Each well, the wellhead and control assembly and all other components of the system are monitored/ checked to verify that they are tight and functioning properly. We check the vacuum at the blower and throughout the landfill gas collection headers to verify that vacuum is constant. We use a GEM 2000, RKI Eagle, or equivalent gas monitor for LFG well and probe monitoring. The GEM gas analyzer or a TSI thermal anemometer or equivalent are used to measure landfill gas flow from the wells. Monitoring data is included in a database for easy retrieval.

b) Flare Station Operation and Maintenance

The current operating blower / flare station consists of the following equipment:

- Two blowers,
- One enclosed ground flare,
- One water sump,

- Multiple differential pressure gauges/temperature gauges/pressure gauges.

Maintenance at a minimum will include;

- Monitor the flare station and include operating information in the monthly report,
- The blower/flare performance will be checked for abnormal operation. If problems are found or suspected, corrective action will be reported in the monthly report,
- Check the water level in the condensate water sump,
- Check all valves,
- Check flare station environment,
- Perform components leak testing on a quarterly basis.

c) Monthly Ambient Air Sampling

On a monthly basis, GCE will perform ambient air sampling and analysis. The upwind and downwind samples will be collected simultaneously over two 12-hour periods beginning between 9:00 a.m. and 10:00 a.m., and 9:00 p.m. and 10:00 p.m. on the same day. Wind speed and direction will be recorded continuously to verify that the meteorological criteria have been met during sampling. The sampling equipment will consist of a 10-liter Tedlar bag, a DC-operated pump, Teflon fitting/tubing, flow meter, and bypass valve. Samples collected will be submitted to a State-certified laboratory for analysis for methane, TACs, methane, and TNMOCs.

d) Main Header Inlet Sampling

On a monthly basis, GCE will monitor the main header leading into the flare station using a GEM and PID; flow in the main header will be measured using a TSI anemometer. On a quarterly basis, GCE will collect one sample from main header inlet for laboratory analysis for hydrogen sulfide, TACs, methane, and TNMOCs.

2. Annual Inspection and Maintenance – On an annual basis, GCE will perform an audit of the LFG collection system. The goals for this task is to identify components of the system that should be replaced due to deterioration and damage, assess the system’s performance, and to conduct the required maintenance to enhance the system’s performance. Recently, GCE performed a comprehensive audit of the LFG collection system and familiar with the current condition of the system. We will provide the City with a report of findings and recommendations.

3. SCAQMD Quarterly ISM/ ISS and Report Preparation

Instantaneous surface monitoring (ISM) and Integrated Surface Sampling (ISS) – ISM and ISS will be conducted on a quarterly basis over the entire accessible disposal area to identify the locations of areas with landfill gas emissions. ISM and ISS will be conducted over a pre-established walk/ grid pattern on the landfill using a Thermo TVA 1000B portable flame ionization detector (FID) or equal, calibrated prior to the start of the work. ISM and ISS will be conducted when the landfill is dry and average wind speed is 5 mph or less, and the instantaneous wind speed is 10 mph or less. At all times the monitoring probe tip will be maintained at approximately 0 to 3 inches above the landfill surface, as the technician walks at a speed of 2-3 miles per hour over a 2,600 linear-foot walking pattern within the grid. The locations with total organic compounds (TOC) concentration as methane in ppmv exceeding 500 ppmv will be recorded on the map, the area will be flagged, and the City will be notified. The grids with the two highest reading will be

sampled in 10-liter Tedlar bags that is enclosed in a light sealed box. Each Tedlar bag will be monitored for TOC using a Thermo TVA 1000B portable flame ionization detector (FID) or equal calibrated prior to the start of the work. The two grids with the highest detectable concentration of TOC will be submitted to the laboratory with a Chain-of-Custody record for analysis for SCAQMD 1150.1 Table 1 Toxic Air Contaminants (TACs), methane and NMOCs.

Quarterly Report Preparation - GCE will prepare a Quarterly Report for submittal to the SCAQMD documenting the monthly and quarterly monitoring, and corrective actions taken, if any, during each quarter. The report will contain a summary of the site background, a summary of the operations of the previous month, description of the sampling and monitoring procedures used, tabulated probe and well monitoring data, ISS and ISM monitoring data, and weekly condensate collection and recovery system inspection data, discussions of the exceedances, if any, and corrective actions and mitigation measures taken to correct a methane exceedance, and before and after photographic logs of the areas of concern that were observed and repaired. The report will also include copies of the calibration logs, laboratory reports, and other forms and supporting information regarding field monitoring, operations and maintenance. Within 10 calendar days after the end of each reporting quarter (January 1 to March 30; April 1 to June 30; July 1 to September 30; and October 1 to December 31) GCE will submit to the City an Executive Summary of the findings. The quarterly report will be submitted to the City and the SCAQMD within 20-25 days after the end of each reporting quarter.

4. Miscellaneous Regulatory Support – GCE will provide support as needed by the City for coordination of regulatory response and negotiation. As stated previously, we are very proactive! We assign our experienced technicians to do the monitoring and troubleshooting of the GCCSs. They in turn work with our engineers and company principals to evaluate problems and make recommendations when problems arise. We understand the importance of reviewing the data as collected to evaluate if the system is operating properly and whether there is gas migration and emission issues that need to be addressed immediately. We keep our clients informed of the site conditions. We inform the LEAs of exceedances and keep them informed of the necessary corrective actions, from balancing and adjusting the wells to installing additional extraction well, to help bring the site into compliance with the Title 27 and SCAQMD regulations. We prepare corrective action plans, when necessary, for review and approval by the LEA or SCAQMD. We will provide the City with advice and assistance with all agencies communications and reporting and will negotiate the scope and requirements with the agency on behalf of the City.
5. Flare Source Test Incorporation – Annual flare source testing and reporting to the SCAQMD is required at the CSL. It is our understanding that the City's Wastewater Division is currently responsible for the arrangement, coordination of the test and will provide the test protocol and the results to GCE. GCE will incorporate these results and testing protocol into the quarterly reports for submittal to the SCAQMD.
6. SCAQMD Lab Analysis – GCE will sample one of the probes with the highest methane concentration for laboratory analysis on a monthly basis. Sample will be collected in a Tedlar bag and will be submitted under Chain-of-Custody to a State-certified laboratory for analysis.

Task 2: Materials Purchase. We expect the need to purchase materials for the routine repairs of the various component of the system due to normal wear and tear and occasional damage. To cover the cost, we have provided an annual budget for small material purchases related to the repair, construction or maintenance of the system. Materials will be purchased and used on an as needed basis at the request of the City. The City will be notified with a list of materials needed and cost prior to the purchase and the remaining annual budget.

Task 3: Condensate Management Plan Implementation. Operation of the landfill gas collection system depends on proper operation and maintenance of the condensate system. Failure of the condensate management system will result in failure of the gas network's ability to distribute vacuum to the wells. GCE will monitor the condensate collection system on a weekly basis and will maintain the system for proper operation. GCE will conduct the following tasks.

1. Monitoring Compliance – We will conduct weekly inspection of the condensate collection and recovery system (CCRS) that includes four sumps. Inspection and monitoring will be conducted following the “Condensate Management System Monitoring and Maintenance Form” provided with the RFP. All data collected, observations made, and the required repairs will be documented on the Form. A copy of the Form will be submitted to the City with our recommendations for repair, as necessary.

Because the condensate management system operation is critical to proper LFG system operation, if known and recurrent failures take place in the condensate management system, GCE recommends being proactive and putting wear parts on a maintenance schedule rather than waiting for them to fail.

2. Miscellaneous Regulatory Support – As necessary, GCE will advise and assist the City with response to inquiries from the regulatory agency(ies), negotiations of terms, coordination, and implementation if necessary.

EXHIBIT B - ANNUAL PROJECT SCHEDULE
LANDFILL GAS ENGINEERING SUPPORT AND REPORTING
California Street Landfill, Redlands, CA

	Field/Sampling Schedule			
	Weekly	Monthly	Quarterly	Annually
Event/Analysis				
Instantaneous Landfill Surface Monitoring (ISM)			X	
Integrated Surface Sampling (ISS) Event			X	
ISS-TOC (Organic Compound and Methane Analysis)			X	
ISS-TAC (Toxic Air Compounds Analysis)			X	
Ambient Air Sampling Events		X		
ISS-TOC (Organic Compound and Methane Analysis)		X		
ISS-TAC (Toxic Air Compounds Analysis)		X		
Main Header/Flare Sampling Events		X		
ISS-TOC (Organic Compound and Methane Analysis)			X	
ISS-TAC (Toxic Air Compounds Analysis)			X	
Gas Probe Sampling Events		X		
ISS-TOC (Organic Compound and Methane Analysis)			X	
ISS-TAC (Toxic Air Compounds Analysis)			X	
Well/Flare Monitoring		X		
Annual Inspection-Data Analysis, Report				X
SCAQMD Report Preparation			X	
Miscellaneous Regulatory Support	As Needed			
Flare Source Test Incorporation				X
Material Purchase	As Needed			
Condensate Management-Monitoring Compliance	X			
Condensate Management-Miscellaneous Regulatory Support	As Needed			

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Landfill gas monitoring, support and reporting services

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

GC Environmental, Inc.

Date: _____

By: _____
Farideh Kia

Contractor's License No.