

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ECOTEC SOLUTIONS, INC.

[Operations, Maintenance, Monitoring and Reporting Services for the Tequesquite Landfill,
Gas Collection System and Flare; RFP No. 1694]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and ECOTEC SOLUTIONS, INC., a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Operations, Maintenance, Monitoring and Reporting Services for the Tequesquite Landfill, Gas Collection System and Flare; RFP No. 1694 ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2020, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Twenty Thousand Six Hundred Seventy-Three Dollars and Sixty Cents (\$320,673.60), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works - Wastewater
City of Riverside
Attn: Robert Eland
5950 Acorn Street
Riverside, CA 92504

To Consultant

Ecotec Solutions, Inc.
Attn: Mitch Cassel
850 S. Via Lata, Suite 112
Colton, CA 92324

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

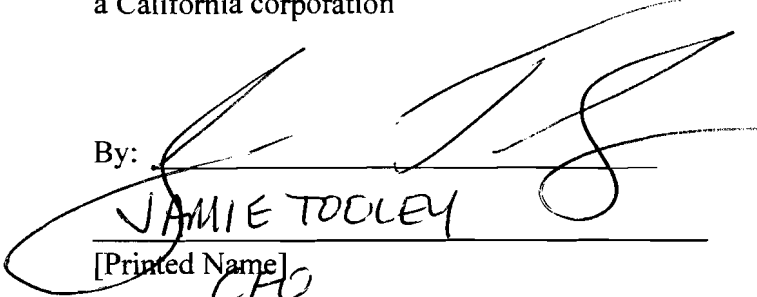
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

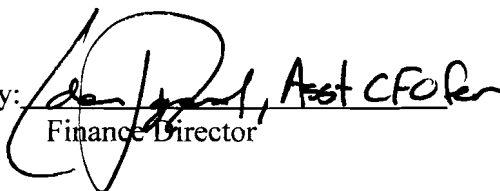
ECOTEC SOLUTIONS, INC.,
a California corporation

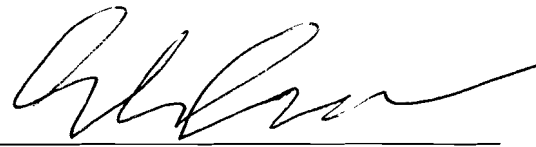
By: _____
City Manager

By: 
JAMIE TOOLEY
[Printed Name]
CFO
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: 
Finance Director

By: 
CHRISTOPHER CUMMINS
[Printed Name]
PRESIDENT
[Title]

Approved as to Form:

By: 
Assistant City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



1. PROJECT APPROACH

ECOTEC understands the need to routinely monitor each extraction well, gas conveyance line and the total flow entering the flare. We believe in proactive tuning and performing preventative maintenance. We also understand the security issues at this site and will be on site each week checking the perimeter and overall site conditions. Monitoring the probes and surface emissions will indicate when there are gross tuning problems or problems with the landfill cover and are necessary for regulatory compliance. However, hot probes or surface emission require costly additional monitoring and remediation efforts. Proactive tuning to avoid these problems is much more cost efficient. In the past twelve years ECOTEC's staff has been successful in preventing surface and subsurface emissions from the TL. We intend to keep this up by the following monitoring schedule below. Additionally, with the solar farm installation being completed and TL having post closure status ECOTEC would like to work with the City's utility department to revise the monitoring plan. We believe the amount of surface emission monitoring and number of wells being monitored can be reduced.

Continual Monitoring of the Flare

ECOTEC will monitor the flare continually for the following parameters and have the data stored digitally;

- Methane, Carbon Dioxide and Oxygen content in the landfill gas (LFG) entering the flare
- Flare and LFG temperature
- Gas flow rate

Weekly Monitoring of Critical Gas System Components

The following items will be monitored weekly to ensure sound operations and safety of the site;

- Flare/Compressor Station Equipment, including all above ground gas pipe systems, structures, fluid levels and condensate containment vessels
- Flare station operation
- LFG system for condensate leaks
- Manual condensate storage traps shall be observed for condensate level, leaks and emptied when needed.
- Site security, perimeter fence condition and overall appearance

Semimonthly Monitoring of header Sample points

Header sample points will be monitored semimonthly to aid in system tuning and identify locations of poor performance, excessive pressure drop or leakage in the extraction system.

Monthly Monitoring and Reporting

ECOTEC will monitor and provide the following reports on a monthly basis to ensure effective tuning and communication of site conditions with the City.

- LFG extraction wells, monitoring and tuning. After each monitoring event is completed, well flow rate or vacuum adjustments for each well will be evaluated and implemented. Adjustments shall consist of varying the well's individual flow control valve as needed. After each adjustment is performed, the system shall be allowed to reach equilibrium before any additional adjustments are made. Follow-up monitoring will be conducted and extraction wells shall be adjusted in response to system balancing on an as needed basis. The goal is to achieve the highest MMBTU value possible while meeting regulatory compliance.
- Landfill Subsurface Perimeter Probes Monitoring
- Monitoring and Maintenance reports will be completed documenting the well, probe and condensate trap readings. All monitoring and other activities that were undertaken during the month will be documented and any security, safety or operational concerns found will be delineated in both written



form and with a picture (where possible) to help the City see the site conditions. The report shall include recommendations regarding maintenance repairs and/or system modifications that ECOTEC feels would be useful. Additionally, weekly flare logs with shutdown and startup information will be included.

- Drainage devices shall be monitored and their condition will be reported.
- The automatic shutdown feature of the flare will be tested to ensure the system shuts down as designed and LFG is not vented when the flare is off.

Quarterly Monitoring and Sampling for 1150.1

ECOTEC will provide all SCAQMD Rule 1150.1 monitoring and reporting for the TL site. We fully intend to advise the City in a timely fashion should we find results that are potentially sensitive as soon as they are received. Such activities as surface maintenance to address desecration and settlement cracks will be detailed in the monthly and quarterly reports.

In a similar fashion the teams experience with compliance for SCAQMD Rule 1150.1 enables us to avoid problems with operating the gas collection system. We intend to keep the system at maximize methane production and perform compliance monitoring. Additionally, ECOTEC will coordinate with the City's Utility department if they would like our input during their revision of the 1150.1 monitoring plan.

All work will be performed in accordance with SCAQMD Guidelines for Implementation of Rule 1150.1

Instantaneous Surface Monitoring (quarterly)

The entire surface of the landfill has been divided into monitoring grids. Each grid measures approximately 50,000 square feet in area. The monitoring grids shall be used for both instantaneous and integrated surface monitoring/sampling. Instantaneous measurements of TOC concentrations immediately above the surface of the grids shall be obtained using a portable flame ionization detector (FID), which meets Guideline specifications. The probe of the FID must be held within 3 inches of the landfill surface while traversing the monitoring grids. A surface inspection shall also be performed during instantaneous surface monitoring to identify cracks or fissures in the landfill cover that could be potential pathways for LFG to escape to the atmosphere. Surface areas of the landfill at which total organic compound (TOC) concentrations exceed 200 parts per million by volume (ppmv) shall be marked with flags, identifying the areas of remediation. To initiate remediation, the City Project Manager of the landfill shall be notified of exceedance areas. Instantaneous Surface Monitoring (ISM) Data Sheets shall be distributed to appropriate personnel. Following implementation of mitigation measures, exceedance areas must be re-tested. Consultant shall notify the City Project Manager, in writing, of any outstanding exceedances at the end of each month.

Integrated Surface Sampling (quarterly)

One integrated surface sample will be collected from each of the established sampling grids during each sampling event. Each grid measures approximately 50,000 square feet in area. Each integrated surface sample must be collected over a continuous 25-minute period while a field technician walks a prescribed path over the sampling grid. The samples shall be collected not more than 3 inches above the surface of the landfill. Samples must be collected only when meteorological conditions meet the requirements for wind speed and precipitation found in the Guidelines. Sampling must be conducted on days when there had been no rain during the preceding 72 hours. Sampling shall be discontinued if instantaneous wind speeds are greater than 10 miles per hour (mph), or if the average wind speed over a 15-minute period exceeds 5 mph. ECOTEC working with the regulatory agency will ask for a variance to exclude this type of sampling since the SEM-500 will be used during the Instantaneous sampling and that data can be used for the Integrated sampling.

**Ambient Air Sampling (semiannual)**

Ambient air sampling, including field procedures and equipment, shall be conducted in accordance with Guidelines and the approved Compliance Plan for TL. Ambient air samplers must be positioned at the perimeter of the landfill to collect air samples representative of upwind (i.e., background) and downwind (i.e., air that has passed over the landfill surface) conditions at the site.

Sighting of ambient air sampler locations must be based on evaluation of historic wind monitoring data collected at the landfill. Sampler locations shall be established to provide good meteorological exposure to the predominant offshore and onshore wind flows. Ambient air samplers are operated to meet SCAQMD design criteria and performance specifications found in the Guidelines. Light-sealed boxes containing individual 10-liter Tedlar sample bags are housed within each weather-tight, ambient air sampler.

Ambient air sampling will be conducted over two simultaneous 12-hour periods. One sample will be collected for each 12-hour period from each upwind and downwind sampler and will be forwarded to the laboratory for analyses.

Ambient air sampling will be conducted when weather conditions conform to the meteorological criteria specified in the Guidelines. These include:

- No rainfall during the sampling period
- Average wind speeds not exceeding 15 mph during any 30-minute period
- Instantaneous wind speeds not exceeding 25 mph

LFG Monitoring (quarterly)

LFG samples shall be collected from the main LFG header line entering the compressor/flare station. At the site, a LFG sample will be collected in a 10-liter Tedlar bag (enclosed in a light-sealed box) over a 10-minute period.

Perimeter Probe Sampling (monthly)

Perimeter probe sampling shall be conducted using procedures described in the Guidelines. Prior to collecting a sample, each probe must be evacuated until the TOC concentration remains constant for a minimum of 30 seconds, as indicated on a LANDTEC GEM 2000 or 5000 instrument. Each perimeter probe sample shall be monitored monthly, lab samples will be taken quarterly.

In addition, each monitored probe containing greater than 2% Methane shall require ISM Monitoring on the area between the probes and refuse foot print. This task will be performed at the same interval as probe monitoring.

Quarterly Reporting

Within 30 days of the end of each quarterly period, ECOTEC shall prepare site specific Draft Rule 1150.1 Quarterly Monitoring Report for the review by the City. Upon receipt and incorporation of comments, Consultant shall submit a finalized report for the City of Riverside which will be submitted to SCAQMD within 45 days of the end of each quarter. Each report shall include an executive summary, a separate discussion of each task completed, summary tables of field measurements and laboratory analytical results, and a site map showing the locations of all monitoring points. Field data sheets and laboratory analytical reports will be included as appendices.

Rule 1150.1 Laboratory Analyses

ECOTEC will use AtmAA Inc. to perform the laboratory analyses needed for 1150.1 rule. All samples will be analyzed in accordance with the EPA prescribed methods and within the required holding times.

**Integrated Surface Sample Analyses**

A minimum of two samples or 10% of all exceedances, whichever is greater, per event shall be submitted for laboratory analysis within 72 hours of collection for Methane, total gaseous non-Methane organic compounds (TGNMO), and core group toxic air contaminants.

Ambient Air Sample Analyses

Upwind and downwind air samples shall be analyzed within 72 hours of sample collection for Methane, TGNMO, and core group toxic air contaminants.

LFG Sample Analyses

LFG samples shall be submitted for laboratory analysis within 72 hours for fixed gases (i.e., Methane, carbon dioxide, oxygen, and nitrogen), TGNMO, hydrogen sulfide, and core group toxic air contaminants.

Perimeter Probe Sample Analyses

A maximum of three samples from the site must be collected and sent for laboratory analyses from those probes showing a TOC concentration in excess of 5% by volume. If no probes are found, through field measurement, to have TOC concentrations above 5% by volume, one sample shall be collection from the probe showing the highest TOC concentration during each event and submitted for laboratory analysis. Samples must be analyzed within 72 hours of collection for Methane, Carbon Dioxide, TGNMO, and core group toxic air contaminants.

Periodic “As Necessary” Tasks**Regulatory Liaison Support**

Should it be necessary ECOTEC will provide the City with regulatory liaison support to address any questions SCAQMD has about the reports, data, conclusions derived or sample analysis. Additionally, ECOTEC will provide time to discuss revising the monitoring plan with the City’s Utility department to accommodate the solar farm and reduce monitoring.

Non-Routine Maintenance and Non-Scheduled Emergency Services

The ECOTEC team can easily make a quick field assessment and take care of minor non-routine maintenance tasks and/or minor non-scheduled emergency services that are out of the normal scope of work in a timely fashion. The City will also have quick access to our team members in person should any more significant out of scope work be necessary. We can promptly review, submit proposals, negotiate or clarify the work necessary at the request of the City.

For any minor Non-Routine Emergency Services work we have the capability to easily respond within literally minutes of an event if needed from our Colton, CA office. An ECOTEC professional can easily be on-site if required for any regulatory responses. Engineering assistance to determine a correction to the system can also be quickly determined when emergency service is needed.

Landfill Mowing

The landfill will be mowed and necessary hand cutting done up to two times annually. After the mowing is completed the drains will be cleaned out to prevent any cuttings that may have fallen into them from interfering with storm water conveyance.

EXHIBIT “B”
COMPENSATION



E. COST OF SERVICES

ECOTEC has included a detailed Site Task Summary with costs and a current Hourly Fee Rate Schedule in a separate sealed envelope labeled "Fee Proposal for Operations, Maintenance and Monitoring at the Tequesquite Landfill, Gas Collection System and Flare". ECOTEC has previously provided the City a 20% discount on labor rates and will continue to honor this.

Site Task Summary : City of Riverside
Operations, Maintenance, Monitoring and Repoting Services for the Tequesquite Landfill

Task	Frequency	Monthly Total	Quarterly Total	Annual Total
Routine O&M				
Inspect LFG system for condensate leaks	Weekly	\$220.00	\$660.00	\$2,640.00
Monitor & record flare station operation information plus meteorological station data	Weekly	\$220.00	\$660.00	\$2,640.00
Monitor all condensate traps	Weekly	\$220.00	\$660.00	\$2,640.00
Monitor, record and adjust extraction wells	Monthly	\$1,430.00	\$4,290.00	\$17,160.00
Monitor and record header sample ports	Semi Monthly		\$660.00	\$2,640.00
LFG Probe monitoring	Monthly	\$220.00	\$660.00	\$2,640.00
Condensate sump system check	Weekly	\$220.00	\$660.00	\$2,640.00
Routine Maintenance - Replacement Parts Budget	Annually			\$2,200.00
Flare startup/shutdown report	Monthly	\$130.00	\$390.00	\$1,560.00
Monthly operations reporting	Monthly	\$650.00	\$1,950.00	\$7,800.00
Meetings and Coordination	Monthly	\$260.00	\$780.00	\$3,120.00
Field Inspection report (drainage control/condensate/leachate structures, landfill cover)	Monthly	\$110.00	\$330.00	\$1,320.00
Rule 1150.1 Monitoring and Adjusting				
Instantaneous Surface Monitoring and Remonitoring	Quarterly		\$2,310.00	\$9,240.00
Integrated Surface Sampling	Quarterly		\$1,650.00	\$6,600.00
Ambient Air Monitoring	Quarterly		\$220.00	\$880.00
Landfill Gas Sampling (Flare Only)	Quarterly		\$66.00	\$264.00
Perimeter Probe Monitoring Sampling	Monthly	\$165.00	\$495.00	\$1,980.00
Quarterly Reporting	Quarterly		\$1,100.00	\$4,400.00
	Sub-Total	\$3,845	\$17,541.00	\$72,364.00
	Discount (20%)	\$769.00	\$3,508.20	\$14,472.80
	Sub- Total	\$3,076.00	\$14,032.80	\$57,891.20
Reimbursables				
Equipment/Calibration Gases/Tedlar Bags	Quarterly		\$200.00	\$800.00
Lab Samples for 1150.1 (6 for 1150.1)	Quarterly		\$3,150.00	\$11,000.00
Mowing Landfill Deck	Semi Annually			\$19,000.00
Condensate sumps emptied and transferred	As Needed			\$3,200.00
	Sub- Total		\$3,350.00	\$34,000.00
Non Routine (Budget)				
Non Routine Maintenance	Annually			\$7,000.00
Non Routine Unscheduled Emergency Services	Annually			\$8,000.00
Budget to be billed only as incurred and approved by the City	Sub- Total			\$15,000.00
	Total	\$3,076.00	\$17,382.80	\$106,891.20

NOTE: Wages for non routine task will be paid at prevailing wage where established. Invoicing will be submitted on a monthly, progressive basis.

HOURLY FEE RATE SCHEDULE

ECOTEC Solutions, Inc. 2017 Hourly Fee Rate Schedule

The following rates shall apply to services provided on a Time-and-Materials (T&M) basis. Rates reflected are hourly. Invoicing will be submitted on a monthly basis.

President/Principal	\$ 225.00
Project Engineer	170.00
Project Manager	160.00
Assistant Project Manager	115.00
Project Administrator	100.00
Designer/Calculator/Survey Analyst	90.00
Design-Draftsperson	70.00
Draftsperson	60.00
Clerical	50.00
Certified Field Technician I	65.00
Certified Field Technician II	85.00
License Land Surveyor Review/Analysis	100.00
Three Person Survey Crew	300.00
Two Person Survey Crew	185.00
One Person Survey Crew	155.00
Monitoring Technician	80.00

Other Services

Administrative Expenses will be billed at 5% of labor, includes costs incurred for general administrative project support

Reimbursable Expenses

- The following services will be billed at cost plus 15%:
- **Reproduction services:** Includes blueprinting, copying, printing, and plotting. In-house plots will be billed at \$7.00 per sheet for each Client set and for a final in-house review set. The Client is welcome to contract directly with an outside reprographic firm for those services not provided in-house.
- **Rental equipment and fees:** Any equipment rental and fees advanced by our firm.
- **Commercial delivery services:** including express mail, Federal Express, UPS and independent courier services.
- **Travel Expenses:** Airfare, hotel, and car rental will be billed at cost plus 15%.
- **Per Diem:** Per diem for overnight stays will be billed at \$145 per day, per man.



EXHIBIT “C”

KEY PERSONNEL



D. PERSONNEL

ECOTEC understands that the challenging economic conditions dictated the need for a highly sophisticated firm that can successfully operate in a low overhead environment. We are well aware of the budgetary constraints that so many private and governmental agencies are facing today and have structured our organization to respond to this environment. ECOTEC believes our staff is our most important resource. We place our highest emphasis on teamwork, and we have selected our employees carefully to ensure that everyone shares this common ethic. Our key management and staff members are highly motivated and we have experienced virtually no employee turnover in the past 15 years. We feel this speaks to the quality of our workforce and its compatibility as a team. It is also the reason we can assure the City of Riverside that our individual and collective performance will be second to none. Key personnel for this project are the same that have successfully completed this work for the last eight years:

Jamie Tooley, Chief Executive Officer: Mr. Tooley has over 20 years experience in the Landfill service industry. Mr. Tooley's experience includes construction management, well field operations, Gas to Energy plant operations, LFG Systems design, tuning, and regulatory compliance.

ECOTEC's principals have collectively accumulated a wide array of other related experiences. This additional experience, as summarized below, has played a key role in the successful completion of their many projects.

- Public services experience, which assists in understanding public agency politics, policies, and procedures.
- Construction management experience, which helps to insure that complex engineering design solutions are practical for field applications.
- Landfill support services experience, which assists in the management of today's sophisticated landfills.

Mitchal Cassel M.S./L.S./P.E., NPI Director: Mr. Cassel has a Masters of Science with an emphasis in environmental engineering and has over 20 years experience in the Civil/Environmental engineering field. He is also a Land Surveyor (L.S.) and a Professional Engineer (P.E.) in the State of California. At ECOTEC, he is involved in the management of diverse projects requiring a broad spectrum of engineering disciplines. Mr. Cassel has managed the operations, maintenance, monitoring and reporting services provided to the City of Riverside for the last nine years. Mr. Cassel has instructed at landfill technician training courses in California and Phoenix domestically and landfill engineering training courses in Mexico, Brazil and Argentina. He has presented papers at Solid Waste Association of North America (SWANA) landfill gas symposium, Sardinia symposium, International Solid Waste Association (ISWA) World Congress and Exhibition in Argentina and at CDM Tech 2007 in Columbia.

Kay Schlotfeldt, Project Administrator: Mrs. Schlotfeldt has over 20 years experience in landfill gas systems project management. Mrs. Schlotfeldt's experience includes 15 years in project management for SCS Engineers, based in Long Beach, CA. Work experience at SCS included assisting with regulatory report preparation, health and safety program administration, personnel coordination (hiring and HR functions), purchasing management and material and equipment procurement, vehicle and field instrument fleet oversight and management, office administration, invoice preparation and collection, and assistance with Clients. Worked on a superfund site where there were multiple regulatory agencies



present and reporting challenges and deadlines were strictly enforced and required. She will provide project administration functions on this project including invoicing, report preparation, gathering data collected, laboratory analysis results, and coordinating SCQAMD Rule 1150.1 monitoring, SCAQMD Rule 431.1 Monitoring.

Scott Marcell, Director of Internal System: Mr. Marcell has over 20 years experience in information technologies. Mr. Marcell holds a bachelors of Science in Environmental Engineering from U.C. Riverside and is a Microsoft Certified Professional. Mr. Marcell will head the IT and QA/QC efforts for this project. He has overseen the development of several software systems ECOTEC utilizes and has been in charge of development and implementation of ISO 9001 Quality Systems.

Jose Munoz, Lead Technician: Mr. Munoz has over 10 years of experience in landfill gas monitoring. He has managed the repair and calibration facility for the analyzers that are used to monitor the site and has been the lead technician on this project for the past seven years.

24 Hour Emergency Response

ECOTEC is aware of the need to provide emergency response at times. We have had the occasion to do that in the past and are prepared to continue providing this support to the City. Mitchal Cassel and Jose Munoz will be available to respond. Both live in the area and can be reached by cell phone if necessary.