Council Meeting of
August 24, 2010

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Approve the Landfill Gas Extraction Blower/Carbon System project at the City Yard and award Agreement for operation, maintenance and compliance testing. Expenditure: $114,000 for new project and $160,000 annually for operation and maintenance costs

RECOMMENDATION

Recommendation of the Public Works Director that the City Council:

1) Approve and appropriate from the Sanitation Enterprise fund balance the amount of $114,000 for a Landfill Gas Extraction Blower/Carbon System project at the City Yard; and

2) Approve a one-year Agreement with Shaw Environmental for a not-to-exceed amount of $160,000 to provided operation, maintenance, and compliance testing services for said system at the City Yard and appropriate from the Sanitation Enterprise fund balance.

Funding

Funding is available in the Sanitation Enterprise Fund balance.

BACKGROUND/ANALYSIS

On June 1, 2010 Council approved an Amendment to Agreement C2009-143 with Shaw Environmental in the amount of $75,000, with a not to exceed total amount of $187,000. The amendment allowed Shaw Environmental to continue providing ongoing maintenance and testing of the City's closed landfill to comply with Southern California Air Quality Management District (SCAQMD) rule 1150.1 through the end of July 2010. The item also noted the necessity for a capital project to replace the existing 26 year old landfill gas extraction blower system and to provide ongoing funding for maintenance and compliance testing of the landfill per SCAQMD requirements.

The City operated a non-hazardous waste landfill within the current City yard Facility near Madrona and Spencer streets from 1953 through 1965. Research indicates that the City landfill accepted residential, commercial, and industrial waste, including oily waste, and was ultimately closed and capped in 1966.

In 1983, the City began construction of the current City Yard Facility which encompassed this closed landfill. As a means to properly vent the underground trapped methane gas being produced by the waste decomposition, a landfill gas (LFG) collection system was also installed at this time. The LFG system consists of numerous collection wells drilled at varying depths throughout the landfill area, and interconnected to a blower (vacuum) system, which draws the collected gas through an activated carbon filter system for the removal of volatile organic

the site and to comply with California regulations requiring the control of methane from closed landfills.

Shaw Engineers have determined that our existing 26 year old blower system is no longer efficient in providing adequate vacuum to extract all of the methane landfill gas, thus resulting in offsite migration and compliance violation from the Local Enforcement Agency (LEA) and the SCAQMD. Other additional issues with the blowers system are: repair parts for the outdated blower are scarce and expensive; the smaller carbon filters are extremely high maintenance, requiring frequent change outs; and the lack of a gas flow meter reader is non compliant to SCAQMD Rule 1150.1 requirement. Shaw has recommended that a new blower system be installed that will reduce the methane concentrations within the permissible requirements as required by 1150.1 and the LEA.

The operation of the Landfill Gas Collection System requires a permit issued by SCAQMD. The permit mandates that the City produce a compliance plan in accordance to Rule 1150.1. The compliance plan must be approved by the SCAQMD and must specify how the equipment and LFG should be operated based on the amount of gas at the site. To generate a compliance plan as required by Rule 1150.1, the City must take samples and conduct analysis of the landfill gas, and submit the results to the SCAQMD on a monthly basis. Additionally, ongoing maintenance and operation of the equipment must be performed so that the system functions at optimum levels. Once the testing results are compiled by the SCAQMD and feedback is received, a compliance plan can be finalized. Once complete, the plan will be the basis for annual SCAQMD permit approval and renewal for the landfill gas collection and control system at the City Yard.

Shaw Environmental has been the City's representative with historical knowledge of the City's landfill that has worked diligently with the SCAQMD in trying to get the City in compliance with Rule 1150.1 since 2008. During this time, Shaw has provided maintenance, monthly monitoring, testing and reporting as required by Rule 1150.1. It is being recommended that Shaw Environmental be retained as the consulting firm in the continuance of these services pertaining to the landfill.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By John Drakodaidis
Senior Administrative Analyst

CONCUR:

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

Attachments: A. FEAP Project Form
B. Shaw Environmental Consulting Services Agreement

Attachment A

City of Torrance
Capital Improvement Project Request Form

Type of Project:

[X] Equipment [ ] Automation [ ] Infrastructure [ ] Facilities [X] Other

Project Location: City Services Facility

Department: Public Works	**Project Title: Landfill Gas Extraction Blower/Carbon System**

Description: Purchase and install a new landfill gas extraction blower/carbon system to replace the current 26 year old unit and allow for ongoing maintenance and testing per the requirements of the Southern California Air Quality Management District (SQAQMD) rule 1150.1.

Justification: This project will replace the 26 year old existing landfill gas extraction blower system with a new blower gas extraction system and to provide ongoing funding for maintenance and testing. The City of Torrance operated a non-hazardous waste landfill near Madrona and Spencer streets within the current City Yard facility from 1953 through 1965. The landfill was closed and capped in 1966. Historic research indicates that the City landfill accepted residential, commercial, and industrial waste, including oily waste. In 1983, the City began construction of the current City Yard Facility which encompassed this closed and capped landfill. A landfill gas (LFG) collection system was also installed during this period. The LFG collection system consists of wells installed throughout the landfill at different depths and connected together via piping systems. The pipes are connected to a blower (vacuum), which draws the LFG from the wells and routes it through two drums containing activated carbon for removal of volatile organic compounds (VOC) from the gas. The LFG collection system is necessary to reduce offsite migration of methane from the site and to comply with California regulations requiring the control of methane from closed landfills.

Unfortunately the existing blower system is no longer efficient in providing adequate vacuum to extract all of the methane landfill gas from the furthest point of the landfill thus allowing it to migrate off the landfill which has resulted in a compliance violation from the Local Enforcement Agency (LEA) and the SCAQMD. Other issues with the blower include inability to purchase repair parts, smaller carbon filters that require frequent change outs and the lack of a flow meter reader that is a Rule 1150.1 requirement.

The current LFG collection system was installed in 1983, two years prior to the adoption of SCAQMD Rule 1150.1 (1985), which required all closed landfills to adhere to the same compliance rules as active landfills. Rule 1150.1, requires the City to produce a compliance plan to SCAQMD. The compliance plan is a detailed plan approved by the SCAQMD which specifies how the LFG collection system should be operated based on the amount of gas at the site.

Project Costs

Estimated Project Implementation Cost

Additional Personnel Requirements:		
# of positions (within department)		
Annual labor costs (with benefits)	$	
Additional Personnel Requirements:		
# of positions (support department)		
Annual labor costs (with benefits)	$	
Equipment/Professional Services	$	114,000
Materials	$	
Professional Services (Design)	$	
Installation	$	
	$	
	$	
TOTAL	$	114,000

Status of Land: [ ] No land involved [X] City owned [ ] Not yet acquired

Estimated Annual Ongoing Operating and Maintenance Costs

☐ None

Additional Personnel Requirements:			
# of position(s) - within department	_____		
Annual labor costs (with benefits)		$	
Additional Personnel Requirements:			
# of position(s) - support department	_____		
Annual labor costs (with benefits)		$	
Professional Services/Contracts		$ 160,000	Includes monthly testing, reporting, carbon change out, blower maintenance and consultant services fees
Materials		$	
Equipment		$	
Other:_____			
TOTAL		$ 160,000	

Project Time Line

Fiscal Year Ending June 30

Description	2010	2011	2012	2013	2014
Survey/Design					
Plans/Specifications					
Purchase/Construction	X				
Other: _____					

Project Financing

Financing Source	Fiscal Year Ending June 30 2010	2011	2012	2013	2014	***TOTAL***
Sanitation Fund		$274,000				**$274,000**
TOTAL		$274,000				**$274,000**
Less offsetting revenue						
Net project request		$274,000				**$274,000**

Vehicle Request Approval (if necessary)

Department Head Signature Date

Automation Request Approval (if necessary)

Department Head Signature Date

Requested by:

Department Head Signature Date

Department Priority # 1

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of August 24, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Shaw Environmental, a California Corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide ongoing operations, maintenance, and compliance support and testing of the landfill gas collection control system located at the City Services Facility .

B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Proposal attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through August 23, 2011.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $160,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

John Drakodaidis is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

John C. Burns
Leonard Mendoza

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT:	Shaw Environmental Inc. C/O John C. Burns 3347 Michelson Drive, Suite 200 Irvine , CA 90503 Fax: 661-775-2502
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:_____

Shaw Environmental
a California Corporation

By:_____
John C. Burns
Client Program Manager II

Attachments:	Exhibit A	Proposal
	Exhibit B	Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

PROPOSAL

Shaw® Shaw Environmental, Inc.

Shaw Environmental, Inc.
4 Park Plaza, Suite 600
Irvine, California 92614
(949)701-9951
FAX: (949) 474-8309

July 22, 2010

Project No. 137481

Mr. John Drakodaidis
City of Torrance, Public Works
20500 Madrona Ave
Torrance, CA 90503

SUBJECT: Proposal for Continued Operations & Maintenance Services and Compliance Support Landfill Gas Control System, Madrona Landfill, Torrance, CA

Dear Mr. Drakodaidis

Shaw Environmental, Inc. (Shaw) is pleased to present this proposal for continued operations & maintenance (O&M) services and compliance support for the landfill gas control system located under the facility maintenance building and parking lot. Shaw has been performing these services for City of Torrance (City) since September 2009 and proposes to perform these services at the price described herein. This proposal includes activities (tasks) to be performed over the next year, starting July 1, 2010.

In order to ensure proper operation of the gas collection and control system (GCCS), routine balancing and O&M of the gas collection system is needed.

Madrona Landfill (City) GCCS O&M objectives include:

- Maintain compliance with air regulatory permits and standards
- Implement O&M procedures in accordance with good industry practices
- Monitor for off-site migration of LFG
- Preserve the integrity and long-term operation of the equipment

This change order proposal to provide O&M of the gas collection system has been prepared in accordance with standard industry practices and to provide a complete package of services to preserve the City's investment and keep in compliance with applicable regulations for the landfill.

Mr. John C. Burns will be assigned as the project manager, senior technical resource, and assigned reviewer for all products and activities resulting from this project. Leonard Mendoza will work closely with the City to coordinate all tasks and maintain compliance during this contract period. Courtney Morrison will be the assigned air quality engineer and together they will be supported by other engineers, scientists, and technicians on an as needed basis, significantly expanding the technical resources available to the City.

SCOPE OF WORK

Under this scope of services, Shaw proposes to complete the following routine tasks:

- Task 1 – Complete O&M of the carbon adsorber system
- Task 2 – Complete O&M of the gas collection system
- Task 3 – Complete compliance activities

The following describes each of the proposed routine tasks in detail and the work products to be prepared under each task.

In addition, Shaw will perform Non Routine and Emergency activities as described below.

ROUTINE ACTIVITIES

Task 1 – Complete O&M of the Carbon Adsorber System

Shaw will operate, inspect, and maintain the blower and carbon adsorber facility in compliance with the air quality permit. While on-site, Shaw technicians will perform the following duties on a weekly basis:

- Inspect the blower/adsorber facility and auxiliary equipment;
- Test operation of the blower;
- Inspect condensate knockout vessel to verify that it is properly operating;
- Lubricate the blower bearings in accordance with manufacturer's recommendations (unless blower units are equipped with sealed bearings);
- Schedule carbon change outs as necessary based on performance of the system;

  Control vegetative growth inside and immediately around the carbon/blower facility enclosure.

Task 2 –O&M of the Gas Collection System

Shaw will operate and maintain the gas collection system at the landfill. Routine O&M of the collection system will be done once a month and will include:

- Balancing the well field to maximize LFG quality and flow to control subsurface migration and surface emissions;
- Balancing the well field to control overdraw that could lead to underground fires or impact the LFG quality;
- Conducting monthly well monitoring and adjustments in accordance with good industry practices;
- Monitoring the performance of the condensate sump, as necessary;

  A balanced wellfield requires monitoring the methane, oxygen, and carbon dioxide gas concentrations at each wellhead and balancing gas concentrations and flow rates from the LFG extraction wells to the blower using a, Gem 2000, or comparable instrument. Data will be gathered from the wellfield, compiled, and used to properly balance the wellfield based on site-specific needs. In addition, Shaw will monitor the vacuum at each wellhead.

Task 3 –Compliance Activities

Routine Compliance Activities will include:

- Monitor the carbon system monthly for temperature, flow, inlet and outlet non-methane organic compounds (NMOC) as required by air district permit;
- Monthly calculation of carbon adsorber removal efficiency;
- Conduct monthly LFG perimeter probe monitoring during monitoring and adjustment of the collection system in order to control LFG migration;
- Prepare and submit quarterly compliance reports to South Coast AQMD;

As part of normal activity, Shaw will provide a work detail sheet to the designated City representative for each day of routine work completed. This sheet will detail all fieldwork performed and show equipment and materials utilized in the completion of routine work. These forms will be included in the monthly report provided to City. In addition, a monthly summary of on-site work conducted will be prepared. The monthly summary will include the tabulated monitoring results recorded for that month, problems encountered and solutions implemented, adjustments made to the wellfield or blower system, and general maintenance performed on the GCCS. This report will also include all items necessary to verify regulatory compliance.

NON-ROUTINE ACTIVITIES

In addition to routine activities, Shaw will complete non-routine work as directed by the City. Shaw recognizes that the City is currently working with the SCAQMD to obtain a new 1150.1 Alternative Monitoring Plan for the Torrance facility, this should reduce the work effort required in surface compliance monitoring. In an effort to reduce costs to the City, Shaw is proposing to conduct these services on a cost plus basis, Shaw will coordinate its visits to the landfill to correspond to visits from third party contractors (RES Environmental and laboratory analytical requirements) performing this work.

Shaw believes that the City will have to install the supplemental blower sooner than later and has provided a separate Non-Routine task to cover the blower rental and installation. This cost includes the rental of the blower for 120 days, plus shipping to Concord, CA. After that it will be billed at $25.00/day for every day of it is on site. Shaw has estimated this cost to be $43,110.00 which includes purchase and installation of the flow element and recorder, 4 month rental of temporary carbon vessels and an estimated allowance of $2,300 for misc piping parts.

Additional Non-Routine work, work not included in the routine work section above, can include items such as additional visits to site beyond the one regularly scheduled monthly visit for monitoring and balancing of collection system, repair of broken or leaking piping, repair of condensate sumps, and coordinating activities of third party contractors. This work is essential to achieve the operational goal; however, it is considered work that can be scheduled to allow for efficient procurement of materials, rental of equipment, and scheduling of additional personnel that may be required. Shaw will provide all necessary labor, equipment and tools required to perform these types of services on an as-needed, time and materials basis.

EMERGENCY WORK

Emergency work includes any situation related to the collection system that constitutes an imminent safety hazard and/or compliance related issue. Emergency services consist of responding to conditions that would require an immediate response and restoration of the operation of the collection system. These can include, but are not limited to, odor complaints and repair of LFG pipe breaks that disrupt LFG flow. The urgent nature of these items is such that schedules cannot be defined.

Shaw will provide emergency work detail sheets to City's representative for each emergency call-out. These sheets will detail all field labor hours, equipment, and materials utilized in the completion of the emergency work. These sheets will be presented within 72 hours of the call-out. Shaw has provided rates for emergency call-outs. These, along with the work detail sheets, will be used to invoice City.

Shaw will respond to emergency conditions, as needed on an event-by-event basis, seven (7) days per week, within a twelve (12) hour period from notification of the problem. If upon response to an emergency call we determine that the facets of the "emergency" do not constitute an immediate safety threat, the technician will perform only the work required to eliminate any related safety hazard. Once the safety hazard has been mitigated, Shaw will proceed to coordinate and schedule the non-emergency repairs as described under non-routine activities.

PROJECT BUDGET ESTIMATE AND SCHEDULE

Shaw proposes to perform the above routine activities for a monthly fixed price of $6,400 in accordance with the terms and conditions of the existing Agreement between City and Shaw. Shaw proposes to perform these

activities for an initial term of July 1, 2010 – June 30, 2011 (Initial Term). Rate schedule and full cost estimate for the year are located below in Tables 1 and 2.

Unless sooner terminated by either of the parties, this Agreement shall be automatically renewed for additional terms of one (1) year each, commencing on July 1st of each year. The monthly price shall be fixed for the duration of the Initial Term of this Agreement. Thereafter, the fixed price for routine services will be adjusted automatically in accordance with the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics. Shaw will perform non-routine activities on a time and material basis per the enclosed rate sheet. Parts and materials and outside services (such as laboratory analyses and compliance testing) will be procured upon approval at cost plus 15.0%.

ASSUMPTIONS

The Shaw proposed price is based on the scope provided in this proposal and the following assumptions:

- City will provide all necessary information, including as-builts (hard copy and electronic copy), relevant to this project. Available background materials requested will be available to Shaw at no cost.
- City will provide access to the site.
- Shaw will not be responsible for waste oil drums or their contents left on site.
- Shaw will not be responsible for contaminated Granular Activated Carbon.
- The City has the responsibilities to remove condensate from the condensate knock-out at their cost.
- This proposal does not include implementing corrective action to control any off-site migration beyond monthly routine balancing of the well field.
- The proposed fixed price does not include the costs of outside services such as laboratory analyses and compliance testing. Such services will be billed to City at cost plus 15% as non-routine services.
- Shaw is not responsible for any penalties for late permits.
- City will pay permit fees. No permit application costs are included in this change order proposal.

Provided that this change order proposal is acceptable to the City, please execute a purchase order or contract to my attention under the same terms as currently agreed to in C2009-143.

Please do not hesitate to call me if you have any questions or require additional information. Shaw appreciates the opportunity to be a continued service provider to the City of Torrance.

Sincerely,

John C. Burns
Client Program Manager II

EXHIBIT B

COMPENSATION SCHEDULE

TABLE 1
RATE SCHEDULE

Staff	Rate per Hour
Project Manager/ Client Program Manager II	$150
Air Quality Specialist	$150
Lead Field Specialist	$110
Air Quality Engineer	$101
Field Technician	$60
Administration	$50
Vehicles	$55/day
Instrument -GEM 2000	$28/day
Instrument -FIO	$138/day
Safety Meter -4 Gas Meter	$6/day
Portable Blower Rental	$25/day

TABLE 2
ESTIMATED COST SCHEDULE

Task	Estimated Annual Cost
Routine 0 & M(Fixed Price of $6,400/Month)	$76,800
Estimated Surface Monitoring Costs (12 months)	$21,804
Estimated Laboratory Costs (for 12 months)	$44,260
2 month of Blower Rental	$1,500
2 Month Temporary Carbon Vessel rental	$9,200
Flow and Gas Temperature recorder and Instrumentation (Purchase and Installation)	$5,750
Total Estimated Cost	$159,314