



July 11, 2019

Mr. Jackie Loper
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RE: PTO #4349 - One Kholer Generator 400REOZJB model set powered by a John Deere model 400REOZJB diesel engine, with a rating of 617 hp at 1800 rpm. Engine family EJDXL13.5146-004

Dear Mr. Loper:

Our records show that your Emergency Generator Set was source tested on September 12, 2014 as required by Imperial County Air Pollution Control District (ICAPCD) Rule 400.3 Internal Combustion Engines, which states the following:

Rule 400.3 Section G.2 states "The Owner or Operator of any Internal Combustion Engine with a bhp rating of 500 or greater shall demonstrate compliance through emission compliance testing not less than once every 36 months. All emission rates shall be based on an hourly average. The Owner or Operator shall perform initial source test to demonstrate compliance within one year of start up or adoption of this Rule, therefore the frequency of compliance testing may be extended under the following:"

G.2.a, "The frequency of compliance testing may be extended to not less than every 60 months for Internal Combustion Engine(s) which operate less than 500 hours per 12 month period (as demonstrated by operational logs) and which emit less than 5 tons of NO_x per 12 month period." **Based on this information, your next source test must be conducted no later than September 12, 2019.**

As a reminder, as you plan for these tests it is important that you follow the documentation and notification requirements found on Section G.4 which state: "At least 30 days prior to the scheduled source test date, the Owner or Operator of a unit subject to this Rule shall submit a source test plan to the APCO. At least seven days prior to the source test, the Owner or Operator shall notify the APCO of the exact date and time of the source test. A final source test result shall be submitted to the APCO within 30 days following the actual source test date."

If you have any questions regarding this letter or would like to coordinate the source test, please contact me at (442) 265-1800.

AIR POLLUTION CONTROL DISTRICT



July 11, 2019

Mr. Jackie Loper
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RE: PTO #3711 - Caterpillar Model C-18 diesel generator set, in-line 6 cylinder, turbocharged with a rating of 900 hp at 1800 rpm.

Dear Mr. Loper:

Our records show that your Emergency Generator Set was source tested on September 9, 2014 as required by Imperial County Air Pollution Control District (ICAPCD) Rule 400.3 Internal Combustion Engines, which states the following:

Rule 400.3 Section G.2 states "The Owner or Operator of any Internal Combustion Engine with a bhp rating of 500 or greater shall demonstrate compliance through emission compliance testing not less than once every 36 months. All emission rates shall be based on an hourly average. The Owner or Operator shall perform initial source test to demonstrate compliance within one year of start up or adoption of this Rule, therefore the frequency of compliance testing may be extended under the following:"

G.2.a, "The frequency of compliance testing may be extended to not less than every 60 months for Internal Combustion Engine(s) which operate less than 500 hours per 12 month period (as demonstrated by operational logs) and which emit less than 5 tons of NOx per 12 month period." **Based on this information, your next source test must be conducted no later than September 9, 2019.**

As a reminder, as you plan for these tests it is important that you follow the documentation and notification requirements found on Section G.4 which state: "At least 30 days prior to the scheduled source test date, the Owner or Operator of a unit subject to this Rule shall submit a source test plan to the APCO. At least seven days prior to the source test, the Owner or Operator shall notify the APCO of the exact date and time of the source test. A final source test result shall be submitted to the APCO within 30 days following the actual source test date."

If you have any questions regarding this letter or would like to coordinate the source test, please contact me at (442) 265-1800.

Respectfully



July 11, 2019

Mr. Jackie Loper
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RE: PTO #3687 - Emergency stand-by generator, powered by a 591 hp diesel fueled Cummins engine, model QSX15-G9.

Dear Mr. Loper:

Our records show that your Emergency Generator Set was source tested on September 12, 2014 as required by Imperial County Air Pollution Control District (ICAPCD) Rule 400.3 Internal Combustion Engines, which states the following:

Rule 400.3 Section G.2 states "The Owner or Operator of any Internal Combustion Engine with a bhp rating of 500 or greater shall demonstrate compliance through emission compliance testing not less than once every 36 months. All emission rates shall be based on an hourly average. The Owner or Operator shall perform initial source test to demonstrate compliance within one year of start up or adoption of this Rule, therefore the frequency of compliance testing may be extended under the following:"

G.2.a, "The frequency of compliance testing may be extended to not less than every 60 months for Internal Combustion Engine(s) which operate less than 500 hours per 12 month period (as demonstrated by operational logs) and which emit less than 5 tons of NOx per 12 month period." **Based on this information, your next source test must be conducted no later than September 12, 2019.**

As a reminder, as you plan for these tests it is important that you follow the documentation and notification requirements found on Section G.4 which state: "At least 30 days prior to the scheduled source test date, the Owner or Operator of a unit subject to this Rule shall submit a source test plan to the APCO. At least seven days prior to the source test, the Owner or Operator shall notify the APCO of the exact date and time of the source test. A final source test result shall be submitted to the APCO within 30 days following the actual source test date."

If you have any questions regarding this letter or would like to coordinate the source test, please contact me at (442) 265-1800.



July 11, 2019

Mr. Jackie Loper
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RE: PTO #2473 - One Generator set powered by a Cummins Model KTA19-G2 diesel engine, with a rating of 750 hp at 1800 rpm.

Dear Mr. Loper:

Our records show that your Emergency Generator Set was source tested on September 11, 2014 as required by Imperial County Air Pollution Control District (ICAPCD) Rule 400.3 Internal Combustion Engines, which states the following:

Rule 400.3 Section G.2 states "The Owner or Operator of any Internal Combustion Engine with a bhp rating of 500 or greater shall demonstrate compliance through emission compliance testing not less than once every 36 months. All emission rates shall be based on an hourly average. The Owner or Operator shall perform initial source test to demonstrate compliance within one year of start up or adoption of this Rule, therefore the frequency of compliance testing may be extended under the following:"

G.2.a, "The frequency of compliance testing may be extended to not less than every 60 months for Internal Combustion Engine(s) which operate less than 500 hours per 12 month period (as demonstrated by operational logs) and which emit less than 5 tons of NOx per 12 month period." **Based on this information, your next source test must be conducted no later than September 11, 2019.**

As a reminder, as you plan for these tests it is important that you follow the documentation and notification requirements found on Section G.4 which state: "At least 30 days prior to the scheduled source test date, the Owner or Operator of a unit subject to this Rule shall submit a source test plan to the APCO. At least seven days prior to the source test, the Owner or Operator shall notify the APCO of the exact date and time of the source test. A final source test result shall be submitted to the APCO within 30 days following the actual source test date."

If you have any questions regarding this letter or would like to coordinate the source test, please contact me at (442) 265-1800.



July 11, 2019

Mr. Jackie Loper
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

RE: PTO #2386 - One Generator set powered by a Cummins Model KTA19-G2 diesel engine, with a rating of 600 hp at 1800 rpm.

Dear Mr. Loper:

Our records show that your Emergency Generator Set was source tested on September 10, 2014 as required by Imperial County Air Pollution Control District (ICAPCD) Rule 400.3 Internal Combustion Engines, which states the following:

Rule 400.3 Section G.2 states "The Owner or Operator of any Internal Combustion Engine with a bhp rating of 500 or greater shall demonstrate compliance through emission compliance testing not less than once every 36 months. All emission rates shall be based on an hourly average. The Owner or Operator shall perform initial source test to demonstrate compliance within one year of start up or adoption of this Rule, therefore the frequency of compliance testing may be extended under the following:"

G.2.a, "The frequency of compliance testing may be extended to not less than every 60 months for Internal Combustion Engine(s) which operate less than 500 hours per 12 month period (as demonstrated by operational logs) and which emit less than 5 tons of NOx per 12 month period." **Based on this information, your next source test must be conducted no later than September 10, 2019.**

As a reminder, as you plan for these tests it is important that you follow the documentation and notification requirements found on Section G.4 which state: "At least 30 days prior to the scheduled source test date, the Owner or Operator of a unit subject to this Rule shall submit a source test plan to the APCO. At least seven days prior to the source test, the Owner or Operator shall notify the APCO of the exact date and time of the source test. A final source test result shall be submitted to the APCO within 30 days following the actual source test date."

If you have any questions regarding this letter or would like to coordinate the source test, please contact me at (442) 265-1800.



Total
All 5

\$ 47,750
w/ loadbank

\$ 13,750
w/out loadbank

August 9, 2019

Jisela Solorzano
Public Services
420 South Imperial Avenue
Imperial, CA 92251

SUBJECT: Proposal to Provide Source Emission Testing Services for ICAPCD Rule 400.3 on Five Engines Located in Imperial, CA

PROPOSAL #: P6597 – Rev 1

Dear Ms. Solorzano,

Thank you for contacting Almega Environmental & Technical Services (Almega) to assist you with your air quality requirements. It is understood that the purpose of the test program is to conduct emission testing from five diesel fired engines. The test program will consist of conducting measurements for oxides of nitrogen (NO_x), carbon monoxide (CO), oxygen (O₂), carbon dioxide (CO₂), and stack flow rates.

The proposed scope of work is presented below.

SCOPE OF WORK:

- TASK 1 - TEST PROTOCOL - Almega will prepare and submit a Test Protocol to the ICAPCD for their technical review and approval.
- TASK 2 - SOURCE TEST - Almega will conduct a source test on the subject unit. The test program will consist of conducting measurements from each unit in accordance with the test conditions outlined in approved test protocol. The test methods that will be utilized are presented in Table 1 TEST MATRIX.
- TASK 3 - REPORTING - Almega will prepare a comprehensive test report for each unit tested, outlining the sampling and analysis method, data, calculation results and Quality Assurance/Quality Control procedures.
- TASK 4 - LOAD BANK – A load bank will be provided to apply a resistive load on each diesel engine/generator. Prior to commencing, a 50 point safety inspection will be performed

on the generator. The load bank will apply the load to achieve greater or equal to 80% of the operating capacity of each generator.

TABLE 1: TEST MATRIX – Per Engine

| TEST METHOD | PARAMETER | NUMBER OF TESTS | TEST DURATION MINUTES | TEST CONDITIONS* |
|-----------------|---|-----------------|-----------------------|----------------------|
| EPA 3A, 7E & 10 | NO _x /CO/O ₂ /CO ₂ | 3 | 60 Minutes | ≥80% of power rating |
| EPA 1-4 | Measured Stack Flow Rate | 3 | 60 Minutes | |

* It is understood that facility will ensure the engine will achieve and operate at ≥ 80% of power rating required for this testing program.

Testing will be scheduled on a mutually agreeable date to the facility, ICAPCD and the load bank provider.

BUDGET: \$47,750

Almega proposes to conduct the above mentioned scope of work on a lump sum basis. This proposal is based on completing all 5 engines during a single mobilization, testing all 5 engines during one week of 5 consecutive days Monday – Friday with a maximum of 10 hours per day portal to portal.

TERMS AND CONDITIONS:

Our pricing is based on uninterrupted testing of a continuous nature. Additional time required because of a change in the scope of work or delays attributable solely to the facility will be billed via our Standard Rate Schedule and the rates charged by the load bank provider.

It is understood the facility will provide prompt and safe access to the testing locations and any required entry permits.

Sampling test ports must be installed to meet EPA/SCAQMD Method 1 in the exhaust stack. If you need any further information regarding where these ports should be installed, please let us know and we will assist you. These ports will need to be installed prior to our team’s arrival for testing.

The facility must also provide electrical power including three separate 110VAC, 20 amp power sources within 100 feet of the sampling location. Upon request, Almega can provide a portable generator for an additional \$145 per day.

This proposal is based on the load bank having the ability to be placed within 100’ of each generator and that no generator is on the roof. If so, additional charges may apply.

Technical support from the facility will be required to ensure proper coordination between the facility and our test team, accurate and reliable operation of the equipment to be tested and to provide process information during the testing periods.



AUTHORIZATION TO PROCEED:

I have reviewed Almega's Proposal Number # P6597 Rev 1 dated August 9, 2019. I accept all terms and conditions stated therein and hereby authorize Almega to proceed with the work described in their proposal. A written purchase order will be sent to Almega soon after this authorization.

TEST PROGRAM:

Project Total \$47,750

I hereby certify that I am duly authorized to commit City of Imperial on behalf of this project.

Individual's Signature _____

Printed Name _____

Title _____

Date _____

We appreciate the opportunity to assist you with your air quality testing requirements. If you have any questions or require additional information, please feel free to contact us at your convenience.

Sincerely,

John W. Phillips

Attachment A

**Source Testing Terms and Conditions
& Standard Service Rate Schedule**



SOURCE TESTING TERMS & CONDITIONS

1. PRICING - Proposals are effective for 60 days after which the pricing is subject to review and possible modification.
2. PAYMENT - Terms are net 30 days after date of invoice. Invoicing will be submitted at the conclusion of each Task/Phase, or on a monthly basis, whichever shall occur first.
3. CANCELLATION – If the client cancels or postpones the testing, the client will be subject to the following charges:

Notice Given

More than 14 days

Less than 14 days

Cancellation Fee

None, plus any time and incidental expenses incurred by Almega prior to the cancellation/postponement. Time will be billed in accordance with our Standard Rate Schedule.

15% of agreed amount, plus any time and incidental expenses incurred by Almega prior to the cancellation/postponement. Time will be billed in accordance with our Standard Rate Schedule.

4. SCHEDULING - Almega Environmental & Technical Services (Almega) will make every attempt to accommodate test dates requested by the client. Time must be allowed for completion and submission of any required forms to regulatory agencies for compliance tests. The client will be notified verbally, with confirmation in writing when time permits, of the date when Almega personnel will be on-site to test.
6. SERVICE & REPORT PARAMETERS - Almega will provide the client a formal, written, bound protocol and/or report comprising of one original and two copies. The protocol and report formats are standardized to best reflect the unique characteristics of source emissions testing, and will meet agency mandated requirements. Protocols can be issued within 5 working days (depending upon complexity and unless otherwise quoted) after receipt of all required information and P.O. Reports will be issued 21 working days after receipt of the program related analytical data and/or client process data. For those programs that require no post-test analytical services, the report will be issued 21 days after the conclusion of the program. There is no additional cost to the client for these reporting services.

In the event a client requires specialized formats, multiples over 3 or rush report issuance, reporting activities will be performed on a Time and Material basis. Reports required on a Rush Basis after conclusion of the test program will be performed on Double Time rates. Preliminary data reduction reporting activities are performed at Double time rates. Should a client require these services, a quoted cost can be provided. Service parameters and charges can be found on the Service Rate Schedule.

7. CONFIDENTIALITY - Almega will maintain the strictest confidentiality on all information considered proprietary to the client. Test results will be submitted only to the client unless directed otherwise by the client. It will be the responsibility of the client to submit results to the regulatory agency. Any subsequent discussions of the test results between Almega and the regulatory agency will be held only with the approval of, or presence of, the client or designated representative.
8. PROCESS INFORMATION - The client shall be responsible for providing process information in a manner acceptable to the regulatory agency and in sufficient detail to perform necessary test calculations and complete pertinent regulatory agency forms.
9. UTILITIES & FACILITIES - The client shall provide 115 volts, 20 amps single phase, 60 Hertz grounded plug service within 100 feet of the sampling location for each source sampling train. For Instrument Trailer testing, 3 sources of 110V 20 amps for 3 wire grounded hook ups. It shall also be the responsibility of the client to provide test ports with easily opened caps, and test equipment supports as specified by Almega. The client shall be prepared to provide materials for sufficient temporary protection of Almega personnel and equipment from inclement conditions.

10. PERSONNEL SAFETY - Client will provide safe working conditions for Almega personnel, in accordance with OSHA General Industry and Construction Industry Standards. This includes, but is not limited to:
 - a. Approved, rigid working platforms for Almega personnel and equipment. Work platforms shall support, without failure, at least four times the maximum intended load of 800 pounds. Work platforms, rooftops, and access routes shall be cleaned of any foreign debris (ice, snow, dust etc.) that could cause unsafe working conditions.
 - b. Secure ladders, stairways, or other approved means to gain access to the work platforms.
 - c. Fall protection devices such as guardrails, cages for ladders, safety harnesses, etc.
 - d. Working areas where no imminent danger from flammable/explosive materials exists.
 - e. Working areas where exposure to toxic materials and physical agents (such as noise, heat stress, ionizing and non-ionizing radiation) is not above established permissible expose limits. Means to assess the working environment conditions (i.e., monitoring equipment) must be provided if deemed necessary by Almega.
 - f. Working areas where the oxygen concentration is above 18.5 percent by volume, or approved breathing equipment.
 - g. Personnel protection equipment (other than hard hats and safety glasses and shoes) for all Almega personnel, when required to ensure personnel protection.
 - h. Electrical and mechanical lockout procedures for all areas that Almega personnel are required to enter, if such areas could cause health or safety hazards.
 - i. Necessary safety equipment for confined space entry to ensure safe working conditions for Almega personnel.
 - j. Valid safe operating permits for elevators or other mechanical devices that will be used to transport Almega personnel and/or equipment to the work platform(s).
 - k. Written emergency procedures to be followed in the event of accident or injury to Almega personnel. Procedures shall include instructions for notifying plant emergency and management personnel on-site, and the phone numbers for local life squad, hospital, physician, and fire department. Any emergency treatment facilities on-site shall be made available to any Almega Corporation employee requiring medical attention.
11. PROCESS & CONTROL EQUIPMENT - The client shall be responsible for maintaining normal or special process and control equipment operating conditions designated for the tests.
12. LIMITATION OF LIABILITY - Almega shall not be held responsible for an unsuccessful test due to failure, malfunction, or improper operation of the client's process and/or control equipment being tested. It is the client's responsibility to have the process and/or control equipment operating in a representative manner. (Representative manner shall be normal operation or operation as requested by a regulatory agency). Almega may recommend adjustments to the operations but such actions will be at the discretion of the client and in no way render Almega liable. Almega shall not be responsible if the equipment tested is unable by design, installation, or other cause to meet the performance requirements of the governing regulatory agency.
13. INCLEMENT WEATHER - Inclement weather is defined as lightning, thunderstorms, winds, or any other severe atmospheric condition which may endanger or cause damage to Almega personnel and/or equipment or otherwise have detrimental effects to the test results. The decision as to whether sampling operations will be conducted or continued will be at the discretion of Almega project manager.
14. DAMAGE TO CLIENT FACILITY(S) - Precautions will be taken by the sampling team to protect the client's facilities, however Almega will not be responsible for normal wear and tear to roofs, gutters, etc., as a result of the sampling team's work. In the case of negligence by Almega employees, liability shall not exceed the cost of repair of physical damages. (Proof of insurance will be issued upon request). Almega shall not be liable for any consequential losses resulting from the physical damages.
15. EXPANSION OF SCOPE - if work is requested and performed at the site which is beyond the scope of the stated in the proposal, Almega's project manager will advise the client. Almega will inform the client of the additional cost and a change to the client's purchase order will be required to be completed prior to the work being performed.
16. PLANT FACILITIES - Almega personnel will be permitted use of washroom, cafeteria and vending machine facilities, in addition to access to a telephone.



Standard Service Rate Schedule

Effective January 1, 2019 to December 31, 2019

LABOR

| CLASSIFICATION | Straight Time | Overtime | Double Time |
|-------------------------------------|---------------|----------|-------------|
| Environmental Consultant, Principal | 165.00 | 247.50 | 330.00 |
| Senior Project Manager, VEE | 155.00 | 232.00 | 310.00 |
| Project Manager/Team Leader | 125.00 | 187.50 | 250.00 |
| Project Engineer | 110.00 | 165.00 | 220.00 |
| Sr. Field Technician | 90.00 | 135.00 | 180.00 |
| Field Technician | 78.00 | 117.00 | 156.00 |
| Chemist | 132.00 | 198.00 | 264.00 |
| Technical Writer | 110.00 | 165.00 | 220.00 |
| QA/QC Manager | 135.00 | 187.50 | 250.00 |

- Straight Time:** Straight time will be charged for the first eight hours of work Mon. thru Friday.
- Overtime:** Overtime will be charged for each hour worked in excess of eight hours up to Twelve hours per day Monday thru Friday and the first eight hours or work on Saturdays. Client agrees to pay overtime is Almega team member did not receive at least 9 hours off prior to being called to work.
- Double Time:** Double time will be charged for the first eight hours worked on Sundays and Holidays, and for each hour worked in excess of twelve hours Monday thru Friday and hours worked in excess of 8 hours on Saturdays. 2nd shift or emergency call out will commence at double time rates.

The above rates apply to presite preparation, travel, set-up, testing, laboratory analysis, data reduction, protocol preparation and report writing, unless those services are otherwise quoted or performed on a Rush basis. The rates for field-testing will be charged on a portal to portal basis, unless otherwise quoted. Per Diem of \$65/day per person for jobs requiring overnight stays.

- Mobile Lab/CEMS:** Client agrees to pay \$750 per day Almega's Mobile Lab/CEMS vehicle remains on site.
- Mileage:** Almega charges \$.75/mile per vehicle used.
- Miscellaneous:** Additional reimbursable expenses will be charged at cost plus 15%



*emailed update
8-7-19*

July 22, 2019

Jisela Solorzano
Public Services
420 South Imperial Avenue
Imperial, CA 92251

SUBJECT: Proposal to Provide Source Emission Testing Services for ICAPCD Rule 400.3 on Five Engines Located in Imperial, CA

PROPOSAL #: P6597

Dear Ms. Solorzano,

Thank you for contacting Almega Environmental & Technical Services (Almega) to assist you with your air quality requirements. It is understood that the purpose of the test program is to conduct emission testing from five diesel fired engines. The test program will consist of conducting measurements for oxides of nitrogen (NO_x), carbon monoxide (CO), oxygen (O₂), carbon dioxide (CO₂), and stack flow rates.

The proposed scope of work is presented below.

SCOPE OF WORK:

- TASK 1 - TEST PROTOCOL - Almega will prepare and submit a Test Protocol to the ICAPCD for their technical review and approval.
- TASK 2 - SOURCE TEST - Almega will conduct a source test on the subject unit. The test program will consist of conducting measurements from each unit in accordance with the test conditions outlined in approved test protocol. The test methods that will be utilized are presented in Table 1 TEST MATRIX.
- TASK 3 - REPORTING - Almega will prepare a comprehensive test report for each unit tested, outlining the sampling and analysis method, data, calculation results and Quality Assurance/Quality Control procedures.

TABLE 1: TEST MATRIX – Per Engine

| TEST METHOD | PARAMETER | NUMBER OF TESTS | TEST DURATION MINUTES | TEST CONDITIONS* |
|-----------------|--------------------------|-----------------|-----------------------|----------------------|
| EPA 3A, 7E & 10 | NOx/CO/O2/CO2 | 3 | 60 Minutes | ≥80% of power rating |
| EPA 1-4 | Measured Stack Flow Rate | 3 | 60 Minutes | |

* It is understood that facility will ensure the engine will achieve and operate at $\geq 80\%$ of power rating required for this testing program. This proposal does not reflect the costing for a load bank.

Testing will be scheduled on a mutually agreeable date to the facility and ICAPCD.

BUDGET: \$13,750

Almega proposes to conduct the above mentioned scope of work on a lump sum basis. This proposal is based on completing all 5 engines during a single mobilization, testing all 5 engines during one week of 5 consecutive days Monday - Friday.

TERMS AND CONDITIONS:

Our pricing is based on uninterrupted testing of a continuous nature. Additional time required because of a change in the scope of work or delays attributable solely to the facility will be billed via our Standard Rate Schedule.

It is understood the facility will provide prompt and safe access to the testing locations and any required entry permits.

Sampling test ports must be installed to meet EPA/SCAQMD Method 1 in the exhaust stack. If you need any further information regarding where these ports should be installed, please let us know and we will assist you. These ports will need to be installed prior to our team's arrival for testing.

The facility must also provide electrical power including three separate 110VAC, 20 amp power sources within 100 feet of the sampling location. Upon request, Almega can provide a portable generator for an additional \$145 per day.

Technical support from the facility will be required to ensure proper coordination between the facility and our test team, accurate and reliable operation of the equipment to be tested and to provide process information during the testing periods.



AUTHORIZATION TO PROCEED:

I have reviewed Almega's Proposal Number # P6597 dated July 22, 2019. I accept all terms and conditions stated therein and hereby authorize Almega to proceed with the work described in their proposal. A written purchase order will be sent to Almega soon after this authorization.

TEST PROGRAM:

Project Total \$13,750

I hereby certify that I am duly authorized to commit City of Imperial on behalf of this project.

Individual's Signature _____

Printed Name _____

Title _____

Date _____

We appreciate the opportunity to assist you with your air quality testing requirements. If you have any questions or require additional information, please feel free to contact us at your convenience.

Sincerely,

John W. Phillips

Attachment A

**Source Testing Terms and Conditions
& Standard Service Rate Schedule**



SOURCE TESTING TERMS & CONDITIONS

1. PRICING - Proposals are effective for 60 days after which the pricing is subject to review and possible modification.
2. PAYMENT - Terms are net 30 days after date of invoice. Invoicing will be submitted at the conclusion of each Task/Phase, or on a monthly basis, whichever shall occur first.
3. CANCELLATION – If the client cancels or postpones the testing, the client will be subject to the following charges:

Notice Given
More than 14 days

Cancellation Fee
None, plus any time and incidental expenses incurred by Almega prior to the cancellation/postponement. Time will be billed in accordance with our Standard Rate Schedule.

Less than 14 days

15% of agreed amount, plus any time and incidental expenses incurred by Almega prior to the cancellation/postponement. Time will be billed in accordance with our Standard Rate Schedule.

4. SCHEDULING - Almega Environmental & Technical Services (Almega) will make every attempt to accommodate test dates requested by the client. Time must be allowed for completion and submission of any required forms to regulatory agencies for compliance tests. The client will be notified verbally, with confirmation in writing when time permits, of the date when Almega personnel will be on-site to test.
6. SERVICE & REPORT PARAMETERS - Almega will provide the client a formal, written, bound protocol and/or report comprising of one original and two copies. The protocol and report formats are standardized to best reflect the unique characteristics of source emissions testing, and will meet agency mandated requirements. Protocols can be issued within 5 working days (depending upon complexity and unless otherwise quoted) after receipt of all required information and P.O. Reports will be issued 21 working days after receipt of the program related analytical data and/or client process data. For those programs that require no post-test analytical services, the report will be issued 21 days after the conclusion of the program. There is no additional cost to the client for these reporting services.

In the event a client requires specialized formats, multiples over 3 or rush report issuance, reporting activities will be performed on a Time and Material basis. Reports required on a Rush Basis after conclusion of the test program will be performed on Double Time rates. Preliminary data reduction reporting activities are performed at Double time rates. Should a client require these services, a quoted cost can be provided. Service parameters and charges can be found on the Service Rate Schedule.

7. CONFIDENTIALITY - Almega will maintain the strictest confidentiality on all information considered proprietary to the client. Test results will be submitted only to the client unless directed otherwise by the client. It will be the responsibility of the client to submit results to the regulatory agency. Any subsequent discussions of the test results between Almega and the regulatory agency will be held only with the approval of, or presence of, the client or designated representative.
8. PROCESS INFORMATION - The client shall be responsible for providing process information in a manner acceptable to the regulatory agency and in sufficient detail to perform necessary test calculations and complete pertinent regulatory agency forms.
9. UTILITIES & FACILITIES - The client shall provide 115 volts, 20 amps single phase, 60 Hertz grounded plug service within 100 feet of the sampling location for each source sampling train. For Instrument Trailer testing, 3 sources of 110V 20 amps for 3 wire grounded hook ups. It shall also be the responsibility of the client to provide test ports with easily opened caps, and test equipment supports as specified by Almega. The client shall be prepared to provide materials for sufficient temporary protection of Almega personnel and equipment from inclement conditions.

10. PERSONNEL SAFETY - Client will provide safe working conditions for Almega personnel, in accordance with OSHA General Industry and Construction Industry Standards. This includes, but is not limited to:
 - a. Approved, rigid working platforms for Almega personnel and equipment. Work platforms shall support, without failure, at least four times the maximum intended load of 800 pounds. Work platforms, rooftops, and access routes shall be cleaned of any foreign debris (ice, snow, dust etc.) that could cause unsafe working conditions.
 - b. Secure ladders, stairways, or other approved means to gain access to the work platforms.
 - c. Fall protection devices such as guardrails, cages for ladders, safety harnesses, etc.
 - d. Working areas where no imminent danger from flammable/explosive materials exists.
 - e. Working areas where exposure to toxic materials and physical agents (such as noise, heat stress, ionizing and non-ionizing radiation) is not above established permissible expose limits. Means to assess the working environment conditions (i.e., monitoring equipment) must be provided if deemed necessary by Almega.
 - f. Working areas where the oxygen concentration is above 18.5 percent by volume, or approved breathing equipment.
 - g. Personnel protection equipment (other than hard hats and safety glasses and shoes) for all Almega personnel, when required to ensure personnel protection.
 - h. Electrical and mechanical lockout procedures for all areas that Almega personnel are required to enter, if such areas could cause health or safety hazards.
 - i. Necessary safety equipment for confined space entry to ensure safe working conditions for Almega personnel.
 - j. Valid safe operating permits for elevators or other mechanical devices that will be used to transport Almega personnel and/or equipment to the work platform(s).
 - k. Written emergency procedures to be followed in the event of accident or injury to Almega personnel. Procedures shall include instructions for notifying plant emergency and management personnel on-site, and the phone numbers for local life squad, hospital, physician, and fire department. Any emergency treatment facilities on-site shall be made available to any Almega Corporation employee requiring medical attention.
11. PROCESS & CONTROL EQUIPMENT - The client shall be responsible for maintaining normal or special process and control equipment operating conditions designated for the tests.
12. LIMITATION OF LIABILITY - Almega shall not be held responsible for an unsuccessful test due to failure, malfunction, or improper operation of the client's process and/or control equipment being tested. It is the client's responsibility to have the process and/or control equipment operating in a representative manner. (Representative manner shall be normal operation or operation as requested by a regulatory agency). Almega may recommend adjustments to the operations but such actions will be at the discretion of the client and in no way render Almega liable. Almega shall not be responsible if the equipment tested is unable by design, installation, or other cause to meet the performance requirements of the governing regulatory agency.
13. INCLEMENT WEATHER - Inclement weather is defined as lightning, thunderstorms, winds, or any other severe atmospheric condition which may endanger or cause damage to Almega personnel and/or equipment or otherwise have detrimental effects to the test results. The decision as to whether sampling operations will be conducted or continued will be at the discretion of Almega project manager.
14. DAMAGE TO CLIENT FACILITY(S) - Precautions will be taken by the sampling team to protect the client's facilities, however Almega will not be responsible for normal wear and tear to roofs, gutters, etc., as a result of the sampling team's work. In the case of negligence by Almega employees, liability shall not exceed the cost of repair of physical damages. (Proof of insurance will be issued upon request). Almega shall not be liable for any consequential losses resulting from the physical damages.
15. EXPANSION OF SCOPE - if work is requested and performed at the site which is beyond the scope of the stated in the proposal, Almega's project manager will advise the client. Almega will inform the client of the additional cost and a change to the client's purchase order will be required to be completed prior to the work being performed.
16. PLANT FACILITIES - Almega personnel will be permitted use of washroom, cafeteria and vending machine facilities, in addition to access to a telephone.



Standard Service Rate Schedule

Effective January 1, 2019 to December 31, 2019

LABOR

| CLASSIFICATION | Straight Time | Overtime | Double Time |
|-------------------------------------|---------------|----------|-------------|
| Environmental Consultant, Principal | 165.00 | 247.50 | 330.00 |
| Senior Project Manager, VEE | 155.00 | 232.00 | 310.00 |
| Project Manager/Team Leader | 125.00 | 187.50 | 250.00 |
| Project Engineer | 110.00 | 165.00 | 220.00 |
| Sr. Field Technician | 90.00 | 135.00 | 180.00 |
| Field Technician | 78.00 | 117.00 | 156.00 |
| Chemist | 132.00 | 198.00 | 264.00 |
| Technical Writer | 110.00 | 165.00 | 220.00 |
| QA/QC Manager | 135.00 | 187.50 | 250.00 |

- Straight Time:** Straight time will be charged for the first eight hours of work Mon. thru Friday.
- Overtime:** Overtime will be charged for each hour worked in excess of eight hours up to Twelve hours per day Monday thru Friday and the first eight hours of work on Saturdays. Client agrees to pay overtime if Almega team member did not receive at least 9 hours off prior to being called to work.
- Double Time:** Double time will be charged for the first eight hours worked on Sundays and Holidays, and for each hour worked in excess of twelve hours Monday thru Friday and hours worked in excess of 8 hours on Saturdays. 2nd shift or emergency call out will commence at double time rates.
- The above rates apply to presite preparation, travel, set-up, testing, laboratory analysis, data reduction, protocol preparation and report writing, unless those services are otherwise quoted or performed on a Rush basis. The rates for field-testing will be charged on a portal to portal basis, unless otherwise quoted. Per Diem of \$65/day per person for jobs requiring overnight stays.
- Mobile Lab/CEMS:** Client agrees to pay \$750 per day Almega's Mobile Lab/CEMS vehicle remains on site.
- Mileage:** Almega charges \$.75/mile per vehicle used.
- Miscellaneous:** Additional reimbursable expenses will be charged at cost plus 15%

ENVIRONMENTAL SERVICES AND TESTING

4909 Stockdale Highway
Bakersfield, California 93309

(661) 398-0618

August 14, 2019

Ms. Jisela Solorzano
City of Imperial
420 South Imperial Ave
Imperial, California 92251

Ms. Solorzano:

Environmental Services and Testing, Inc. (EST) is pleased to submit this proposal to perform emissions measurements on your Emergency Generator Sets located in Imperial, CA.

Internal Combustion Engines

The five internal combustion engines will be tested for oxides of nitrogen (NOx), carbon monoxide (CO) and oxygen (O₂). The proposed methodologies for the internal combustion engines are summarized in Table 1 on the following page.

In addition EST proposes to provide a 600 KW Load Bank and operator for purposes of providing a steady state condition during the testing as required by Imperial County APCD.

Total
All 5 \$23,325.48
w/ load bank

\$12,715-
w/out load bank

Table 1: Source Test Summary – Internal Combustion Engines

| Method | Compound | 591 bhp Model QSX15-G9 | 900 bhp Model C-18 | (2) 750 bhp Model KTA19-G2 | 617 bhp Model 400REOZJB |
|----------|-------------------------|------------------------------|--------------------------|----------------------------------|-------------------------------|
| CARB 100 | NOx, CO, O ₂ | 3 - exhaust | 3 - exhaust | 3 - exhaust | 3 - exhaust |
| | | | | | |
| | | | | | |
| | | | | | |

Notes:

1. All sampling methods will be conducted in triplicate. Each run will be 60 minutes long.
2. Flow rates (dscfm) will be measured in accordance with EPA Methods 1-4.

Scope of Work

EST will provide the following services:

- Prepare an Imperial County APCD approved test plan 30 days prior to the compliance test.
- Measure NOx AND CO emissions from all five sources.
- Prepare and submit a final report within 30 days of test completion.

Schedule

EST is prepared to begin work immediately after receiving authority to proceed in the form of a purchase order number from the City of Imperial. Within a week of receiving authority to proceed, EST will prepare a test plan that is acceptable to the Imperial County APCD and will submit it to the City of Imperial. EST will not submit the test plan to the Imperial County APCD until we are authorized to do so by the City of Imperial. After City of Imperial verifies a test date, EST will advise the Imperial County APCD of our intent to test.

Within 30 days of completing test activities, EST will submit three bound copies of the final draft of the report to the City of Imperial who will be responsible for submitting a copy to the Imperial County APCD within the time frame specified by the permit.

Price

The price for this project is presented as follows:

| | |
|---|--------------------|
| Pre-test Planning: | \$1100.00 |
| Onsite Testing: | \$13,765.00 |
| Load Bank Rental: | \$7,710.48 |
| (To include load bank, trailer rental, delivery, cables, cable tail and operator) | |
| Report Preparation: | \$750.00 |
| Total Price: | \$23,325.48 |

The prices are divided into four categories: Pre-test Planning, On-site Testing, Sample Analysis and Report Preparation.

The price for planning includes the following: scheduling efforts along with the preparation and submittal of a source test plan.

The price for on-site testing includes: test equipment preparation and usage, mobile laboratory preparation and usage, travel to and from the test location, per diem, sample collection and recovery, on-site quality assurance activity, sample custody procedures and on-site data reduction.

The price for sample analysis includes: reagents and other materials needed to perform analyses as well as the labor needed for sample preparation, sample analysis, sample custody procedures, quality control activities and reporting.

The price for report preparation includes data reduction and analysis, report writing and review, along with copying, binding and submittal.

An invoice will be submitted to the City of Imperial within one week of test completion and will be due in full within 30 days.

Closure

I would like to thank you for considering Environmental Services and Testing for this program. If you have any questions, or need further information, please contact either James Taplin at (661) 398-0618.

Respectfully Submitted

James Taplin

ENVIRONMENTAL SERVICES AND TESTING

4909 Stockdale Highway
Bakersfield, California 93309

(661) 398-0618

*emailed update
8/7/19*

July 25, 2019

Ms. Jisela Solorzano
City of Imperial
420 South Imperial Ave
Imperial, California 92251

*no reply/update
8/12/19
sent last email*

Ms. Solorzano:

Environmental Services and Testing, Inc. (EST) is pleased to submit this proposal to perform emissions measurements on your Emergency Generator Sets located in Imperial, CA.

Internal Combustion Engines

The five internal combustion engines will be tested for oxides of nitrogen (NO_x), carbon monoxide (CO) and oxygen (O₂). The proposed methodologies for the internal combustion engines are summarized in Table 1 on the following page.

Table 1: Source Test Summary – Internal Combustion Engines

| Method | Compound | 591 bhp Model QSX15-G9 | 900 bhp Model C-18 | (2) 750 bhp Model KTA19-G2 | 617 bhp Model 400REOZJB |
|----------|---------------------------------------|------------------------------|--------------------------|----------------------------------|-------------------------------|
| CARB 100 | NO _x , CO, SO ₂ | 3 - exhaust | 3 - exhaust | 3 - exhaust | 3 - exhaust |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Notes:

1. All sampling methods will be conducted in triplicate. Each run will be 60 minutes long.
2. Flow rates (dscfm) will be measured in accordance with EPA Methods 1-4.

Scope of Work

EST will provide the following services:

- Prepare an Imperial County APCD approved test plan 30 days prior to the compliance test.
- Measure NOx AND CO emissions from all five sources.
- Prepare and submit a final report within 30 days of test completion.

Schedule

EST is prepared to begin work immediately after receiving authority to proceed in the form of a purchase order number from the City of Imperial. Within a week of receiving authority to proceed, EST will prepare a test plan that is acceptable to the Imperial County APCD and will submit it to the City of Imperial. EST will not submit the test plan to the Imperial County APCD until we are authorized to do so by the City of Imperial. After City of Imperial verifies a test date, EST will advise the Imperial County APCD of our intent to test.

Within 30 days of completing test activities, EST will submit three bound copies of the final draft of the report to the City of Imperial who will be responsible for submitting a copy to the Imperial County APCD within the time frame specified by the permit.

Price

The price for this project is presented as follows:

| | |
|---------------------|--------------------|
| Pre-test Planning: | \$600.00 |
| Onsite Testing: | \$10,865.00 |
| Sample Analysis: | \$0.00 |
| Report Preparation: | \$750.00 |
| Total Price: | \$12,215.00 |

The prices are divided into four categories: Pre-test Planning, On-site Testing, Sample Analysis and Report Preparation.

The price for planning includes the following: scheduling efforts along with the preparation and submittal of a source test plan.

The price for on-site testing includes: test equipment preparation and usage, mobile laboratory preparation and usage, travel to and from the test location, per diem, sample collection and recovery, on-site quality assurance activity, sample custody procedures and on-site data reduction.

The price for sample analysis includes: reagents and other materials needed to perform analyses as well as the labor needed for sample preparation, sample analysis, sample custody procedures, quality control activities and reporting.

The price for report preparation includes data reduction and analysis, report writing and review, along with copying, binding and submittal.

An invoice will be submitted to the City of Imperial within one week of test completion and will be due in full within 30 days.

Closure

I would like to thank you for considering Environmental Services and Testing for this program. If you have any questions, or need further information, please contact either James Taplin at (661) 398-0618.

Respectfully Submitted

James Taplin



TOTAL AIR ANALYSIS, INC.

Total
All 5
\$12,700
w/ load bank
\$7,450
w/out load bank

August 2, 2019

Ms. Jisela Solorzano
City of Imperial, California
420 South Imperial Avenue
Imperial, CA 92251

Phone: 760/355-2155

E-mail: jsolorzano@cityofimperial.org

**Subject: Proposal for Compliance Testing
Five (5) ICEs – Diesel Generators
Total Air Proposal Number: 191660R**

Dear Ms. Solorzano:

Total Air Analysis is pleased to submit this proposal to conduct a source test program on five (5) diesel generators located in Imperial, CA. Testing will be conducted in accordance with standard EPA/CARB test methods according to the Imperial County APCD Rule 400.3 requirements.

Qualifications

Total Air Analysis is well equipped and qualified to perform the proposed compliance test program. The staff of Total Air Analysis has over 40 years of combined experience conducting source tests on a wide range of processes worldwide and has successfully performed over 750 compliance programs and over 500 RECLAIM RATAs. In addition, Total Air Analysis has a full service analytical laboratory operated by Mr. Andrew Kitto Ph.D. Total Air's certification from SCAQMD's LAP (Reference No. 98LA0626) and CARB's independent contractor program (Executive Order G-99-007) are a result of Total Air's corporate commitment to quality assurance and high standards of performance.

Scope of Work

The scope of work performed by Total Air Analysis will consist of the following:

- Approved Protocol (Test Plan)
- Preparation and Mobilization
- Compliance Testing of Five (5) generators
- Compliance Test Report

The scope of work can be broken down into four (4) tasks. The following discusses each of these tasks in detail.

Task 1. Test Protocol Preparation (Approved)

A test protocol will be approved by the Imperial County Air Pollution Control District (ICAPCD) prior to testing. The protocol describes the proposed operating conditions of each unit, and sampling and analytical procedures for the required measurements

Task 2. Preparation and Mobilization

Test site mobilization includes test crew travel to the test site and initial set up. Demobilization from the test site requires the test personnel to pack equipment as well as samples that need to be carefully packed for shipment to the laboratory. All samples must be labeled correctly and must be stored in the proper manner. It also includes any effort by the test crew to return the test site to its original state.

Task 3. Conduct Testing

All testing will be conducted according to applicable EPA/CARB approved test methodologies. Nitrous Oxides (NO_x) and Carbon Monoxide (CO) will be measured with EPA Methods 7E and 10. Oxygen (O₂) will be determined by EPA 3.

***TABLE 1
REQUIREMENTS***

| Parameter | Method | Location | Duration | Number of Tests |
|------------------------------------|---------------|-----------------|-----------------|------------------------|
| NO _x /CO/O ₂ | EPA 3, 7E, 10 | Exhaust | 60 mins | Triplicate |

Task 4. Final Report

Total Air Analysis will prepare and submit a draft report to the City of Imperial for review. The test report will include all testing results, emission rate calculations, laboratory analysis, QA/QC activities, field logs, and example calculations. Following the City of Imperial approval, two (2) copies of the final report will be provided.

Site Requirements

City of Imperial will provide the following:

- Safe and reasonable access to the plant site and sampling locations, including installation of any sampling ports or platforms which may be required.
- Electrical power must be provided in 110V single phase 15A (2 circuits) within 100 feet of test location.

TABLE 2
BUDGET ESTIMATE

| | <u>Five Units</u> |
|--------------------------------------|------------------------|
| Task 1: Protocol (Test Plan) | 650 |
| Task 2: Travel and Per Diem and Prep | 1,500 |
| Task 3: Testing – On-Site | 4,500 |
| Load Bank | 5,250 |
| Task 4: Report, Compliance | <u>1,000</u> |
| | <u>\$12,900</u> |

Total Air Analysis, Inc. will supply all labor, equipment, and laboratory analysis as necessary to perform the required tests.

Note: The proposed price is subject to the following conditions:

This budget estimate includes 20 hours of testing on-site and a compliance report for all 5 generators. Cost increases due to schedule changes, delays, standby time, changes in laboratory analysis, or changes in scope requested by the facility will be billed according to Total Air Analysis' standard rate of \$225 per hour. Total Air Analysis will notify the facility of any foreseen increases in the estimated price prior to incurring those costs whenever feasible.

~CONFIDENTIAL INFORMATION~

*IT IS NOT TO BE DISCLOSED TO THIRD PARTIES WITHOUT EXPRESS WRITTEN PERMISSION
FROM TOTAL AIR ANALYSIS, INC.*

Schedule

Total Air Analysis is prepared to start work immediately following acceptance of this proposal and issuance of a purchase order from the City of Imperial.

Total Air Analysis appreciates the opportunity to submit this proposal. Should you have any questions or require further information, please call me at (310) 518-5133.

Sincerely,

Russ Logan

Russ P. Logan
President

City of Imperial 5 ICEs 7-19 Q_R



July 19, 2019

Ms. Jisela Solorzano
City of Imperial, California
420 South Imperial Avenue
Imperial, CA 92251

Phone: 760/355-2155

E-mail: jsolorzano@cityofimperial.org

**Subject: Proposal for Compliance Testing
Five (5) ICEs – Diesel Generators
Total Air Proposal Number: 191660**

Dear Ms. Solorzano:

Total Air Analysis is pleased to submit this proposal to conduct a source test program on five (5) diesel generators located in Imperial, CA. Testing will be conducted in accordance with standard EPA/CARB test methods according to the Imperial County APCD Rule 400.3 requirements.

Qualifications

Total Air Analysis is well equipped and qualified to perform the proposed compliance test program. The staff of Total Air Analysis has over 40 years of combined experience conducting source tests on a wide range of processes worldwide and has successfully performed over 750 compliance programs and over 500 RECLAIM RATAs. In addition, Total Air Analysis has a full service analytical laboratory operated by Mr. Andrew Kitto Ph.D. Total Air's certification from SCAQMD's LAP (Reference No. 98LA0626) and CARB's independent contractor program (Executive Order G-99-007) are a result of Total Air's corporate commitment to quality assurance and high standards of performance.

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The scope of work performed by Total Air Analysis will consist of the following:

- Approved Protocol (Test Plan)
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Task 3. Conduct Testing

All testing will be conducted according to applicable EPA/CARB approved test methodologies. Nitrous Oxides (NOx) and Carbon Monoxide (CO) will be measured with EPA Methods 7E and 10. Oxygen (O2) will be determined by EPA 3.

**TABLE 1
REQUIREMENTS**

| Parameter | Method | Location | Duration | Number of Tests |
|-----------------------|---------------|-----------------|-----------------|------------------------|
| NOx/CO/O ₂ | EPA 3, 7E, 10 | Exhaust | 60 mins | Triplicate |

Task 4. Final Report

Total Air Analysis will prepare and submit a draft report to the City of Imperial for review. The test report will include all testing results, emission rate calculations, laboratory analysis, QA/QC activities, field logs, and example calculations. Following the City of Imperial approval, two (2) copies of the final report will be provided.

Site Requirements

City of Imperial will provide the following:

- Safe and reasonable access to the plant site and sampling locations, including installation of any sampling ports or platforms which may be required.
- Electrical power must be provided in 110V single phase 15A (2 circuits) within 100 feet of test location.

TABLE 2
BUDGET ESTIMATE

| | <u>Five Units</u> |
|--------------------------------------|-------------------|
| Task 1: Protocol (Test Plan) | 650 |
| Task 2: Travel and Per Diem and Prep | 1,500 |
| Task 3: Testing – On-Site | 4,500 |
| Task 4: Report, Compliance | <u>1,000</u> |
| | <u>\$7,650</u> |

Total Air Analysis, Inc. will supply all labor, equipment, and laboratory analysis as necessary to perform the required tests.

Note: The proposed price is subject to the following conditions:

This budget estimate includes 20 hours of testing on-site and a compliance report for all 5 generators. Cost increases due to schedule changes, delays, standby time, changes in laboratory analysis, or changes in scope requested by the facility will be billed according to Total Air Analysis' standard rate of \$225 per hour. Total Air Analysis will notify the facility of any foreseen increases in the estimated price prior to incurring those costs whenever feasible.

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Schedule

Total Air Analysis is prepared to start work immediately following acceptance of this proposal and issuance of a purchase order from the City of Imperial.

Total Air Analysis appreciates the opportunity to submit this proposal. Should you have any questions or require further information, please call me at (310) 518-5133.

Sincerely,
Russ Logan
Russ P. Logan
President

City of Imperial 5 ICEs 7-19 Q



Cost Estimate

Montrose Air Quality Services, LLC

1631 E. St. Andrew Place

Santa Ana, CA 92705

714-279-6777

Prepared By: Rudy Nunez

Email Address: rnunez@montrose-env.com

Cost Estimate Provided To:

Jackie Loper

City of Imperial

420 South Imperial Ave

Imperial, CA 92251

760-427-4238

jloper@cityofimperial.org

Date: 7/26/2019

Proposal Document Number: W002AS-636137-PQ-36

No Load Bank Test

| Project: | 3Q19 City of Imperial ICAPCD Rule 400.3 Source Test | | | | |
|------------------------------------|---|---|------------|--------------|-----------------|
| Test Date(s): | TBD | | | | |
| Scope of Work: | Testing of Five (5) Emergency Standby Generators for NOx, CO, Stack flow Rate using EPA Methods 2, 4, 3A, 7E, 10A. It is understood that the purpose of the test program is to satisfy the source test requirements as delineated in the Imperial County Air Pollution Control District's Rule 400.3. The costs includes, if necessary, the fabrication of a temporary exhaust stack. The unit will need to operate at or above 80% of max load, a load bank and operator will need to be provided by the City of Imperial. | | | | |
| Proposed Lump Sum Services: | | | | | |
| Item No. | QTY | Item Description | Unit Price | Amount | |
| 1 | 1 | Safety | \$563 | \$563 | |
| 2 | 1 | Plannning & Protocol | \$1,408 | \$1,408 | |
| 3 | 1 | Test Preparation | \$1,820 | \$1,820 | |
| 4 | 1 | Mob/Travel/Set Up/DeMob | \$3,923 | \$3,923 | |
| 5 | 1 | On-Site Testing | \$16,898 | \$16,898 | |
| 6 | 1 | Lab Analysis | \$0 | \$0 | |
| 7 | 1 | Standard Reporting | \$1,921 | \$1,921 | |
| 8 | 0 | EPA ERT | \$0 | \$0 | |
| | | | | Sub Total | \$26,531 |
| Out of Scope Services: | | | | | |
| Item No. | QTY | Item Description | Unit Price | Amount | |
| 9 | 0 | Out of scope: per hour on-site per team member | \$165 | \$0 | |
| 10 | 0 | Out of scope: per day on-site | \$3,470 | \$0 | |
| 11 | 0 | Postponement/Cancellation: greater than 14 days | \$0 | \$0 | |
| 12 | 0 | Postponement/Cancellation: 8-14 days | \$5,661 | \$0 | |
| 13 | 0 | Postponement/Cancellation: 3-7 days | \$11,321 | \$0 | |
| 14 | 0 | Postponement/Cancellation: less than 3 days | \$16,981 | \$0 | |
| | | | | Sub Total | \$0 |
| | | | | Total | \$26,531 |

Assumptions:

1) Safe access to sample ports meeting regulatory criteria provided by client. 2) Adequate electricity (480V single phase or 2 independent, non-GFI, 110V circuits at mobile lab and 2, 110V, circuits at the sample location(s) provided by client. 3) Tests can be performed with no significant delays beyond MAQS control. Delays, including unit operation problems, CEMS problems, inadequate electrical supply or access to sample ports, etc. will be billed as out of scope. Additional testing beyond the scope of work will also be billed as out of scope. 4) Weekend/Evening/Holiday work is subject to a 30% markup.

Standard Terms and Conditions

I.

Montrose Air Quality Services, LLC (through itself or its affiliates or subsidiaries) ("Montrose") agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Montrose shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in the proposal in accordance with the compensation provisions set forth therein. Unless otherwise agreed, Montrose shall, at its sole discretion, invoice Client incrementally upon execution of services in the form of two bills: (1) delivery of the test protocol, preparation, equipment fees, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report(s) or five days after delivery of the draft report(s). Montrose shall invoice Client any remaining amounts due, including but not limited to out of scope charges, delay time or other fees, upon completion of the final report(s) or five days after delivery of the draft report(s).

Time-related charges will be made in accordance with the billing rate referenced in the proposal or agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, Montrose's standard billing rates shall apply. Unless otherwise agreed, Client agrees to pay within 30 days of the presentation of any invoice submitted by Montrose hereunder. Payments not received within 30 days of the invoice date will accrue a late payment charge of 1.5% per month on the unpaid balance of the invoice.

Montrose shall also be entitled to reimbursement from Client of expenses, including attorney's fees and court costs, which may be incurred in collecting any overdue payments. Payment is not contingent on payment from another party.

III. RESPONSIBILITY

Montrose is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Montrose shall perform the services in accordance with the usual and customary care and accepted practices in effect when the services are rendered.

Montrose's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Montrose is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. Montrose does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations. Further, Montrose is not responsible, in any capacity, for Client's failure to comply with any laws or regulations or for damages or penalties of any type sought or assessed, including attorney's fees and expenses, from any source.

IV. FORCE MAJEURE

Montrose, its officers, employees and agents, shall not be liable for its failure to perform hereunder or for any loss or damage due to any failure of delay from any cause beyond the reasonable control of Montrose. This includes but is not limited to: acts of God, war (declared or undeclared) terrorist attaches, civil commotion, tornados, embargoes, epidemics, fires, floods, strikes, testing difficulties, shortage of chemicals, materials, or other equipment, acts or omissions by Client, acts or omissions of suppliers or vendors, acts or omissions of governmental authorities, or changes to any applicable governmental laws or regulations.

V. INDEMNIFICATION

Client agrees to indemnify Montrose and its officers, directors, subsidiaries, employees and affiliates for any losses (including reasonable fees and expense incurred, including reasonable attorney fees), arising out of or related to any legal action or claim resulting from any services provided by Montrose, to which Montrose is not a party and to the extent Montrose is found not to be at fault in connection with such claim or legal action.

VI. LIMITATION OF LIABILITY

MONTROSE'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE PROVIDED HEREIN. IN NO EVENT SHALL MONTROSE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MONTROSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

VII. INSURANCE

Montrose shall maintain during the life of the Agreement the following minimum insurance:

- 1 Commercial general liability including bodily injury, property damage, owners and contractors protective, products/completed operations, contractual and personal injury. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- 2 Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- 3 Statutory worker's compensation and employers' liability insurance as required by state law.
- 4 Professional liability insurance with limits of not less than \$1,000,000.

VIII. SUBCONTRACTS

Montrose shall be entitled, to the extent determined to be appropriate by Montrose, to subcontract any portion of the work to be performed under this Agreement.

IX. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Client without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Montrose as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

XI. CHOICE OF LAW/JURISDICTION

This agreement shall be administered and interpreted under the laws of the state in which the Montrose office responsible for the project is located. Jurisdiction of litigation arising from the agreement shall be in that state.

XII. SEVERABILITY

If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Montrose hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Montrose's performance of its services hereunder.

XIV. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. WORK PRODUCT

Montrose and Client recognize that Montrose's work product submitted in performance of this Agreement is intended only for the project covered by this Agreement. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Montrose against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XVI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Montrose may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Montrose may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with the Proposal.

XVII. TERMINATION OF WORK

Either party at any time, upon reasonable written notice to the other party, may terminate the services hereunder. Upon such termination, Client shall pay Montrose all the amounts it owed hereunder for performance up to the date of termination, plus, if such termination is not due to Montrose's default under this Agreement, reasonable expenses incurred by Montrose as a result of such termination.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Montrose Client Account Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the address stated in the proposal.

State of California
Air Resources Board
Approved Independent Contractor
Montrose Air Quality Services, LLC

This is to certify that the company listed above has been approved by the California Air Resources Board to conduct compliance testing pursuant to California Code of Regulations, title 17, section 91207, through June 30, 2020, for those test methods listed below:

CARB Source Test Methods:
1, 2, 3, 4, 5, 6, 8, 17, 20
100 (CO, CO₂, NO_x, O₂, SO₂, THC)



Dr. Michael T. Benjamin, Chief
Monitoring and Laboratory Division



American Association for Laboratory Accreditation

Accredited Air Emission Testing Body


A2LA has accredited

MONTROSE AIR QUALITY SERVICES

In recognition of the successful completion of the joint A2LA and Stack Testing Accreditation Council (STAC) evaluation process, this laboratory is accredited to perform testing activities in compliance with ASTM D7036:2004 - Standard Practice for Competence of Air Emission Testing Bodies.

Presented this 5th day of March 2018.




President and CEO
For the Accreditation Council
Certificate Number 3925.01
Valid to February 29, 2020

This accreditation program is not included under the A2LA ILAC Mutual Recognition Arrangement.



Energy Environmental Solutions, Inc.
GREENHOUSE GAS MONITORING



Compliance Source Testing • Periodic Monitoring on Boilers & IC Engines • Water Heater and Small Boiler Certification

Thursday, July 25, 2019

Jisela Solorzano
Public Services Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92261

*emailed update
8-7-19
NO reply/update
8-12-19
sent last email*

Subject: Proposal to Perform Source Test on Five (5) Generators at City of Imperial, Imperial, CA

EES Reference No. 07252019-C01

Dear Jisela:

Energy Environmental Solutions, Inc. (EES) is pleased to submit this proposal to perform the subject emissions testing at Pioneers Memorial Healthcare, Pomona, CA. This proposal is based on information provided by you.

This proposal includes a description of the scope of the testing; a list of quality assurance documents which will be included in final report; and an estimated cost of proposed tests.

SCOPE OF WORK

The scope of work includes following distinct tasks:

Task A: Inspect Sampling Ports

EES, using pertinent regulatory guidelines, will inspect locations and dimensions of sampling ports. If required, it will be Clients responsibility to construct the new sampling ports and provide safe access to them.

Task B: Prepare a Source Test Protocol

EES will prepare a source test protocol and submit it to Imperial County Air Pollution Control District's (ICAPCD) Director of Engineering no later than 30 days before the proposed source test date. The protocol will include the proposed operating conditions of the equipment during the test, the identity of EES as the testing organization, a statement that EES meets all the criteria of District Rule 304(k), and a description of all sampling and analytical procedure to be used.

EES Reference No. 07252019-C01
Page 1 of 6

Task C: Performing Emissions Testing

The emissions testing will be performed using ICAPCD guidelines and procedures mentioned in Table-1 of this proposal.

Task D: Preparation of a Test Report

A detailed source test report will be prepared within 15 days of source tests completion for submittal to the ICAPCD. The test reports will include source test conditions, source test results, required emission calculations, and full quality assurance documentation.

QUALITY ASSURANCE DOCUMENTS

Specific QA data which will be included in the final report will be:

- Pre and Post test calibration data for the equipment used during the test; and
- Continuous Emissions Monitoring System (CEMS) data with Data Acquisition System (DAS) output.

ESTIMATED COST (FEE SCHEDULE)

Ken

EES proposes to perform the above testing for a fixed price of \$24,500.00 (Testing Five Generators).

- 40% of the total amount due at the time of submittal of protocol; and
- 60% of the total amount at the time of submittal of final report after testing.

Any additional work beyond the above outlined scope of work or any stand-by-time will be billed on the following rates:

Senior Engineer: \$ 120.00/Hr
Field Engineer: \$ 90.00/Hr
Field Technician: \$ 60.00/Hr

The above cost is based on the following assumptions:

- That sample ports meet EPA requirement;
- Reasonable access provided by the plant to sample ports for test team members; and
- A qualified operator is present during the testing to assist in boiler and generator operation.

This proposal pricing is valid for 10 days from the date of the proposal, unless otherwise noted, after which the pricing is subject to review and possible modification.

If this proposal is acceptable, please sign and return original to EES. Should you have any questions regarding our proposal please contact me at (714) 630-5210.

Sincerely,
Energy Environmental Solutions, Inc.



Ken Kumar
President/CEO

Accepted,
Imperial California

(Authorized Representative)

Date

(PRINT NAME, TITLE)

Attachments:
EES Terms and Conditions

TABLE 1
TEST PROCEDURES
(Each Generator)

| Parameter | No. of Tests | Reference Method | Measurement Principle | Duration per Test |
|---------------------------------------|--------------|------------------|-----------------------|-------------------|
| Flow Rate | One (1) | EPA Method 1-2 | Pitot Traverse | 30 minutes |
| Moisture | One (1) | Combustion Chart | _____ | _____ |
| Oxides of Nitrogen (NO _x) | Three (3) | ARB Method 100 | Chemiluminescence | 30 minutes |
| Carbon monoxide (CO) | Three (3) | ARB Method 100 | NDIR | 30 minutes |
| Carbon dioxide (CO ₂) | Three (3) | ARB Method 100 | NDIR | 30 minutes |
| Oxygen (O ₂) | Three (3) | ARB Method 100 | Electro Chemical Cell | 30 minutes |

EES TERMS AND CONDITIONS

1. **INVOICING AND PAYMENT.** Invoices will be issued monthly and will specify labor categories worked and other direct costs incurred in the performance of work. In the case of source testing contracts, one-half of the estimated project cost will be billed and due upon completion of field-testing. Invoices are due when presented for payment. Invoice payment is not contingent upon payment to client by a third party. EES reserves the rights to withhold project results if outstanding project invoices are overdue.
2. **POSTPONEMENT.** If work is postponed or rescheduled by the client, all incurred preparation and travel expense that must be repeated prior to the actual test will be invoiced. If the postponement is made less than 24 hours prior to a scheduled test date, an additional fee of 10 percent of the estimated project price will be charged to the client. For large projects, an alternate fee or notification time may be specified in the proposal.
3. **STANDBY FEES.** If EES employees arrive on site and cannot perform work due to causes beyond EES' control (Client's process or equipment problems, inclement weather, etc.); standby fees will be charged at EES normal billing rates for labor and equipment.
4. **INCLEMENT WEATHER.** Inclement weather is defined as heavy rain, lightning, thunderstorms, strong winds, icing, or any other atmospheric condition which may endanger or cause damage to EES personnel and/or equipment or otherwise have detrimental effects to the work results. The decision as to whether operations will be conducted or continued will be at the sole discretion of the EES team leader. Should weather conditions not allow safe working and the work cannot be conducted during the scheduled hours and days as a consequence, the client will be invoiced at the standby rate per person per day plus expenses.
5. **CANCELLATION.** If the client cancels work after a purchase order is issued or work is scheduled, 10 percent of the contract price plus incurred travel and preparation expenses will be invoiced as a cancellation fee.
6. **GUARANTEE.** EES warrants that the sampling system, testing, analytical procedures and report format for compliance tests will be in accordance with the governing air pollution regulatory agency standards. EES guarantees acceptance of the test report provided the regulatory agencies are allowed to participate in protocol development and to observe the test.
7. **SCHEDULING.** EES will make every effort to accommodate the work dates required by the client. Three to five days' notification is normally required, depending upon the scope of work and previous commitments to other clients.
8. **UTILITIES AND FACILITIES.** The client will provide a convenient source of electricity. The client will provide safe scaffolding and secure ladders. It shall be the responsibility of the client to provide test ports as specified separately. The client will be prepared to provide materials for sufficient temporary protection of EES personnel and equipment from hazardous environmental conditions.
9. **PROCESS AND CONTROL EQUIPMENT.** The client will be responsible for maintaining the operating process and control equipment at the designated test conditions.
10. **PROCESS INFORMATION.** Unless the test team includes an EES engineer responsible for collecting unit data, the client will be responsible for providing accurate process information in a manner acceptable to the regulatory agency and in sufficient detail to perform necessary test calculations and complete pertinent regulatory agency forms.
11. **SAMPLE DISPOSITION.** Unused non-aqueous samples (such as fuel or fly ash samples) will be returned to the client.
12. **LIMITATION OF LIABILITY.** EES shall not be held responsible for an unsuccessful result due to failure, malfunction or improper operation of the client's process and/or control equipment. It is the client's responsibility to have the process and/or control

equipment operating in a representative manner. EES may recommend adjustments to equipment operation, but such action will be at the discretion of the client and will in no way render EES liable.

13. WAIVER OF CONSEQUENTIAL DAMAGES. EES shall not be liable to the client for any indirect, special, incidental or consequential loss or damage, including but not limited to, loss of use, loss of profit or business interruption.

14. INSURANCE.

A copy of Certificate to Insurance will be provided to the client only on request.