

DER CONTRACT NO. AQ19
FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION
AGREEMENT FOR EMISSIONS TESTING

DER
MAR 6 1987
BAQM

AGREEMENT BETWEEN

STATE OF FLORIDA,
DEPARTMENT OF ENVIRONMENTAL REGULATION (DER)
2600 BLAIR STONE ROAD
TALLAHASSEE, FL 32301-8241

DER
R 6 1987
BAQM

and

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS (COUNTY)
PINELLAS COUNTY COURTHOUSE
315 COURT STREET
CLEARWATER, FL 33516
FEID NO. 596000800

PURPOSE

To define the terms and conditions under which the DER shall provide no more than \$50,000 of a total \$125,000 expenditure for emissions testing at Unit 3, Pinellas County Resource Recovery Facility.

COUNTY RESPONSIBILITIES

1. It is agreed that the COUNTY shall retain UOP Energy Recovery Corporation of Pinellas (UOP) to provide certain emission testing services, including services specifically described by Part I of the testing protocol and scope of services attached hereto and dated January 26, 1987 (Exhibit A). It is agreed that the testing protocol has been jointly developed and approved by representatives from Signal Environmental Systems (SES) and SES's affiliate UOP, California Air Resources Board (CARB), the COUNTY and the DER.
2. The COUNTY is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the COUNTY under this contract. The COUNTY shall, without additional compensation from the DER, correct or revise any errors, omissions or other deficiencies in its reports and other services.

3. The COUNTY and DER agree to the Quality Assurance/Quality Control (QA/QC) Plan as described by Exhibit A.
4. This contract is contingent upon the County providing sufficient funding to be used to pay for the remainder of the test program (Exhibit A, Part I) not funded by this agreement. It is anticipated that this funding will be approximately \$75,000. If this additional funding is not provided by Pinellas County this AGREEMENT becomes null and void.

REPORTS

The COUNTY shall submit a progress report including any notes, observations, correspondence and memoranda upon completion of the site testing. In addition, the COUNTY shall prepare a draft and final report. The reports shall include but not be limited to describing (1) the testing conducted, (2) problems encountered during the test and (3) the test results. Additional reports and deliverables may be submitted by the COUNTY in accordance with Exhibit A.

TERM OF AGREEMENT

This AGREEMENT is effective on the date of execution and shall remain in effect until November 27, 1987, by which date all requirements shall have been completed. If mutually agreeable, the AGREEMENT may be extended by signature of the DER and the COUNTY Administrator.

This AGREEMENT may be terminated by mutual consent or upon 30 days written notice by either the DER or the COUNTY Administrator. In the event of termination, the COUNTY shall provide the DER a full project accounting up through the effective date or termination of all costs incurred by Pinellas County and chargeable to the DER, based upon the DER's share of the testing cost.

COMPENSATION

For satisfactory performance, DER agrees to compensate the COUNTY on a fixed price basis in the amount of \$50,000. The COUNTY shall provide approximately \$75,000 to be used to complete the test program (Exhibit A, Part I).

This AGREEMENT shall become null and void in the event the funding presently anticipated to be provided to the DER by the State of California, Air Resources Board (CARB) is unavailable or, during the course of testing, is discontinued.

PAYMENT(S)

The DER shall compensate the COUNTY on the following basis:

Upon completion of the site testing program, and approval by the DER and CARB, the sum of \$16,666.66.

Upon submission of the draft final report, the sum of \$16,666.67.

Upon submission of the final report and approval by the DER and CARB, the sum of \$16,666.67.

All payments are subject to receipt of funds from CARB.

Travel expenses are not authorized under this agreement.

MANAGEMENT

The DER's Project Manager is Mr. Clair Flancy, Phone 904/488-1344. The COUNTY's Project Manager is Mr. Bob Van Deman, Phone 813/825-1565. All matters shall be directed to the project managers for appropriate action or disposition.

The COUNTY agrees to the following terms:

1. This agreement may be terminated by the mutual consent of either the DER or the COUNTY. In this event, the COUNTY shall be compensated for work completed and irrevocable commitments made.
2. All services shall be performed by the COUNTY to the reasonable satisfaction of the Secretary of the DER or his designated representative.
3. If the COUNTY fails to perform in a timely and proper manner, in the judgment of DER, DER may terminate the contract by written notice, specifying the effective time/date. In this event, the COUNTY will be compensated for any work satisfactorily completed.
4. The COUNTY shall maintain books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DER, the State, or their authorized representatives shall have access to such public records for audit purposes during the term of the contract and for three years following contract completion.
5. The COUNTY agrees to indemnify, save and hold harmless the DER from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the COUNTY, its agents or employees to the extent permitted by Florida law.
6. The COUNTY agrees to allow the Chief, Stationary Source Division, CARB or designated representative and the DER to be present during field tests.

7. The DER shall have the right to publish a legal notice in the nature of a disclaimer, which shall include and identify the CARB as a sponsor of a portion of the testing and shall be affixed to any technical reports distributed by the DER as a result of the Pinellas testing. It is agreed that CARB has the right to use or reproduce any such written or printed material.
8. The DER and COUNTY agree that all documents resulting from this AGREEMENT are public record.
9. If mutually agreed upon, the parties hereto may modify the scope of work defined by Exhibit A in accordance with the parties' respective procedures.

AGREEMENT

It is hereby understood and agreed that this AGREEMENT states all terms and conditions and that the parties are not bound by any stipulations, representations, contracts or promises, oral or otherwise, not printed herein.

for the COUNTY

for the DER

Approved as to form

By

Frank Daniels
County Attorney

State of Florida,
Department of Environmental Regulation

Dale T. W. Chittenden
Assistant Secretary

Date

5 March 87

Accepted this 3rd day of
February, 1987

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

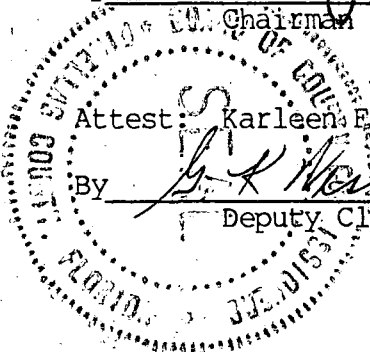
By

George Neer
Chairman

Attest: Karleen E. De Blaker, Clerk

By

G. K. West
Deputy Clerk



January 27, 1987

Mr. Robert Van Deman
Director, Pinellas County
Solid Waste Management Office
Post Office Box 21623
St. Petersburg, Florida 33742-1623

Re: Pinellas Facility Emission Testing, Unit 3
Exhibit "A" To Change Order No. 1,
Amendment to Management Agreement

Dear Mr. Van Deman:

Attached is the final scope of work for the emission test program to be performed by Entropy Environmentalists Inc. The scope has been divided into two parts. Part I consists of the testing for dioxin/furan compounds, trace metals and other emission criteria as delineated in tasks 2.0 - 10.1 of the attached scope. The total cost of part I is \$125,000, which includes a \$115,100 lump sum price for completion of tasks 2.0 - 10.1 and a \$9,900 time basis contingency in the event delays occur as a result of inclement weather or other unforeseen delays. Time basis charges will be billed to the County at \$295.00 per man/per day. The contingency fund will not be utilized without prior approval from the Director of the Pinellas County Solid Waste Management Office.

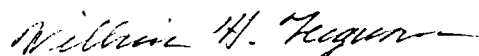
The pricing for Part I assumes that it will be run concurrently with the PPSC compliance test program.

Part II (Task 1.0) of the test program consists of those compliance tests and continuous monitor Performance Specification Tests required by the Power Plant Siting Certification. In addition to the compliance tests, tests will be performed for beryllium, mercury and fluorides as proposed in EPA's Draft PSD Permit. The lump sum cost for Part II is \$32,400.

The PPSC compliance testing is scheduled to begin the week of February 23, 1987.

If you have any questions, please give me a call at (813) 576-9163.

Sincerely,



William H. Ferguson
Plant Manager
Pinellas RESCO

cc: M. P. Hepp
A. M. Szurgot w/att.

EXHIBIT A

PINELLAS UNIT 3 TEST PROGRAM

Part II - (PPSC Compliance Testing)

1.0 CRITERIA POLLUTANT EMISSIONS TESTS

- 1.1 All test procedures will strictly adhere to reference tests methods (RTM) given in 40 CFR 60, Appendix A.
- 1.2 Perform three (3) particulate matter emissions testing (RTM 5) at the stack. Determine condensible organics and inorganics for each test run.
- 1.3 Perform three (3) test runs for sulfur dioxides (RTM 6), Nitrogen Oxides (RTM 7), Opacity (RTM 9), Carbon Monoxide (RTM 10), and Lead (RTM 12) at the stack.
- 1.4 Perform PST opacity and oxygen monitoring at the stack.
- 1.5 Perform three (3) test runs each for Hg (RTM 101A) and Be (RTM 104) at the stack.
- 1.6 Perform three (3) test runs for fluorides (RTM 13B) at the stack.
- 1.7 Provide ten (10) copies of compliance test report.

Part I CONCURRENT BASE PROGRAM WORK

2.0 DIOXIN/FURAN EMISSION TESTING

- 2.1 All testing protocols will strictly adhere to the guidelines given in the Environmental Standards Work Shop procedures (Appendix A) - Modified Method 5 (MM5).
- 2.2 Dioxin/Furan Testing will consist of six (6) MM5 sample runs at the inlet to the electrostatic precipitator (ESP) and six (6) MM5 sample runs at the ESP outlet will be done simultaneously.
- 2.3 All ESP sample runs and Ash samples will be analyzed for total dioxin/furan content of the following compounds:
 - (1) 2,3,7,8, tetrachloro dibenzo-p-dioxin
 - (2) Total trichlorinated dibenzo dioxins (trCDD)
 - (3) Total tetrachlorinated dibenzo dioxins (TCDD)
 - (4) 1,2,3,7,8 pentachloro dibenzo-p-dioxin
 - (5) Total pentachlorinated dibenzo dioxin (PeCDD)
 - (6) Total hexachlorinated dibenzo dioxin (HxCDD)
 - (7) Total heptachlorinated dibenzo dioxin (HpCDD)
 - (8) Total octachlorinated dibenzo dioxin (OCDD)
 - (9) 2,3,7,8, tetrachloro dibenzo-p-furan
 - (10) Total trichlorinated dibenzo furan (TrCDF)
 - (11) Total tetrachlorinated dibenzo furan (TCDF)
 - (12) 1,2,3,7,8 pentachloro dibenzo-p-furan
 - (13) 2,3,4,7,8 pentachloro dibenzo-p-furan
 - (14) Total hexachlorinated dibenzo furan (HxCDF)
 - (15) Total heptachlorinated dibenzo furan (HpCDF)
 - (16) Total octachlorinated dibenzo furan (OCDF)

2.3 Cont'd

- (17) 2,3,7,8 substituted hexachlorinated dibenzodioxins (HxCDDs)
- (18) 2,3,7,8 substituted hexachlorinated dibenzofurans (HxCDFs)
- (19) 2,3,7,8 substituted heptachlorinated dibenzodioxins (HpCDDs)
- (20) 2,3,7,8 substituted heptachlorinated dibenzofurans (HpCDFs)

- 2.4 QA/QC Procedure will adhere to guidelines enclosed (Appendix B).
- 2.5 A minimum of 90 dscf will be collected in the sample train. Sample time shall be at least three (3) hours.

3.0 TOTAL ORGANIC CHLORIDES

- 3.1 Conduct testing for PAHs, PCP, PCB, Chlorophenol, benzene, and chlorobenzene at the stack. Three (3) runs will be performed for each compound.

4.0 ASH SAMPLES

- 4.1 Perform analyses for total organic chlorides and Dioxin and Furans on six (6) ash samples.

5.0 PARTICULATE TESTS

- 5.1 Perform three (3) particulate matter emissions test (RTM 5) at the inlet to the ESP. Determine condensible organics and inorganics for each test run.

6.0 TRACE METAL EMISSION TESTS

- 6.1 All test procedures will adhere to RTM given in 40 CFR 60, Appendix A.
- 6.2 EPA outlet testing for emissions As (RTM 108) and Pb (RTM 12).
- 6.3 Provide quartz nozzles and probes for sampling trains used for trace metals testing.
- 6.4 Provide back half and front half analyses on the lead sampling system to identify mass quantities of hexavalent and trivalent chromium, Nickel, copper and cadmium for emission calculations. Analytical methods used will include ICP and/or AA.

6.5 Front half and back half analysis will be performed for all metals testing performed.

7.0 CONTINUOUS EMISSIONS MONITORING

7.1 Provide continuous emission monitoring for Carbon Monoxide, Carbon dioxide, Oxygen, and Nitrogen Oxides during the Dioxin/Furan testing. Costs based on three (3) days of CEM testing.

Note: For each additional day of monitoring, a \$1,200 costs will be incurred.

(Assuming 4 days)

8.0 MANUAL REFERENCE METHOD TESTING

8.1 Provide three (3) test runs for measurement of hydrogen chloride (RTM 5, no filter, sodium hydroxide impinger solution) at the stack.

9.0 PM₁₀ TESTING

9.1 Provide PM₁₀ testing at the inlet and outlet of the ESP. A total of six (6) runs will be performed.

10.0 ADDITIONAL REPORT COPIES

10.1 Provide ten (10) copies of report for additional testing beyond base program.

RECEIVED

FEB 10 1987

91652
PINELLAS COUNTY
SOLID WASTE DEPT.