

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional air quality analysis services in connection with City's provision of applications to the South Coast Air Quality Management District (SCAQMD) ("Agreement") is made and entered in this 17th day of December, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Montrose Air Quality Services, LLC ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide professional air quality analysis compliance and support services for City (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates John R. Harris, City's Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner. The Services shall commence immediately after the Effective Date of this Agreement.

- 4.2 Consultant shall complete the Services by June 30, 2021, unless the Services are terminated earlier as provided for herein.
- 4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Ninety Two Thousand Seven Hundred Fifty Dollars (\$92,750). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule Title"), which is attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

CONSULTANT:

Karl Lany, District Manager
Montrose Air Quality Services, LLC
1631 East St. Andrew Place
Santa Ana, CA 92705
klany@montrose-env.com
(714) 282-8240

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

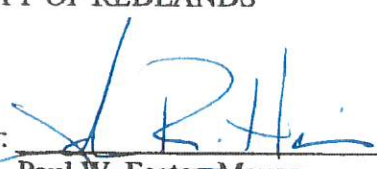
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

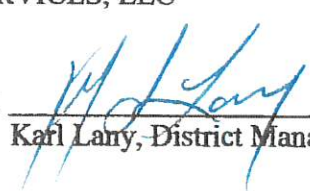
MONTROSE AIR QUALITY
SERVICES, LLC

By: 

Paul W. Foster, Mayor

JOHN R. HARRIS, MUED DIRECTOR
(ON BEHALF OF CITY MANAGER)

ATTEST:

By: 

Karl Lany, District Manager

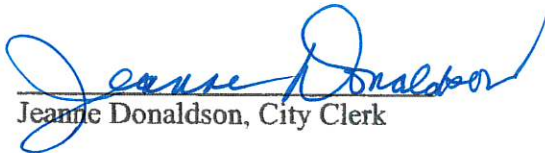

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The following is the expected scope of services for AQMD Compliance Support Service needs at the City's Wastewater Treatment Plant resulting from a permit variance issued by South Coast Air Quality Management for two boilers and a flare involving AQMD rule 431, 1146, and 1179. The goal is to provide air quality sampling and field testing and well AQMD compliance support services related to the conditions of the variance.

Task 1:

Monitor the NOx and CO concentration in the exhaust of the boilers under Permits F78942 (A/N 432188) and F78943 (A/N 433667) while they are in operation using a portable NOx, CO, and oxygen analyzer in accordance with procedures of the Protocol for Periodic Monitoring of Nitrogen Oxides, Carbon Monoxide, and Oxygen from Sources Subject to South Coast Air Quality Management District Rules 1146 and 1146.1.

- The monitoring shall only be conducted by a person who has completed an appropriate South Coast AQMD-approved training program in the operation of the portable analyzers and has received a certification issued by South Coast AQMD.
- All results shall be recorded in the South Coast AQMD Form 3B: Periodic Monitoring Recordkeeping Form for Portable Analyzers.
- Monitoring shall be performed using approved South Coast Air Quality Management District (SCAQMD) methods and procedures and any other applicable standards and regulations;
- The unit price shall include all associated costs to perform monitoring and reporting of results;
- Results to be provided via email within 5-7 working days from sample delivery unless otherwise specified;
- Monitoring shall be conducted according to the following schedule:
 - ✓ Monthly monitoring at 2 locations;
 - ✓ Beginning the month of January 2021 (first event to take place no later than January 14, 2021); and
 - ✓ End monitoring after the June 2021 event

Task 2:

Monitor the concentration of sulfur compounds at the inlet digester gas to the boiler under Permit F78942 (A/N 432188), the boiler under Permit F78943 (A/N 433667), the flare under

Permit G31625 (A/N 559823), and the inlet landfill gas to the flare under Permit G31625 (A/N 559823) in accordance with the following:

- Analysis for H₂S using colorimetric tubes (Draeger tubes);
- Monitoring shall be performed using approved South Coast Air Quality Management District (SCAQMD) methods and procedures and any other applicable standards and regulations;
- The unit price shall include all associated costs to perform monitoring and reporting of results;
- Results to be provided via email within 5-7 working days from sample delivery unless otherwise specified; and
- Monitoring shall be conducted according to the following schedule:
 - ✓ Monitor 4 locations
 - ✓ Weekly beginning week of 12/20/2020
 - ✓ Daily beginning week of January 5, 2021
 - ✓ End monitoring February 27, 2021 (unless otherwise directed)

Task 3:

Collect samples for monitoring the concentration of sulfur compounds at the inlet digester gas to the boiler under Permit F78942 (A/N 432188), the boiler under Permit F78943 (A/N 433667), the flare under Permit G31625 (A/N 559823), and the inlet landfill gas to the flare under Permit G31625 (A/N 559823) in accordance with the following:

- Collect samples for Total reduced sulfur (TRS) as H₂S pursuant to South Coast AQMD Test Method 307-91 at 4 locations;
- Sample collection shall be performed using approved South Coast Air Quality Management District (SCAQMD) methods and procedures and any other applicable standards and regulations;
- Deliver the samples to Quantum Analytical Services, Inc., located at 1210 E. 223rd Street, Suite 314, Carson, CA 90745 the same day of collection, prior to the closing of third party lab;
- No sample analysis will be planned for Friday. If it is determined to be necessary the City will coordinate with Contractor and third party lab to ensure that the sample is delivered no later than 12pm;
- Upon receipt of samples, third party lab will perform visual inspection to ensure that samples have been received in acceptable condition. If an issue is found that would affect the sample analysis Contractor shall immediately notify Shannon Simmers at 909-557-6298 and arrange to resample the next day to prevent a missed sample for the reporting week; and
- Upon notification by the City that a sample failed QA/QC standards, there is laboratory equipment or other laboratory failure, or the sample was deemed by the laboratory to be insufficient to process in any way Contract shall schedule resample the next day to prevent a missed sample for the reporting week. The City agrees to pay the contracted price for sample collection and delivery for the resample.

Task 4:

AQMD permit preparation for Permit to Construct to include three AQMD approved boilers and one AQMD approved digester gas conditioning system. The City will provide all required specifications, manufacture information, and other items related to the design of the system, construction, and equipment to be purchased. Contractor to consult with AQMD permit engineers, City staff, and City's third party contractor as necessary. Permit to construct applications shall be ready for submittal no later than January 11, 2021.

Task 5:

Provide up to 50 hours of as needed AQMD Compliance Support Services. Example support services include preparation of emissions inventory summary; regulation analysis; permit application assistance; permit application preparation; preparation of regulatory reports; spreadsheets, and emission calculations; peer review of prepared regulatory reports, reporting spreadsheets, emission calculations, and other technical reports; consultation with AQMD regulators; and consultation with City staff.

For all tasks listed above billing shall be performed monthly and in accordance with Exhibit "B" Price Quotation.

EXHIBIT "B"

PROJECT SCHEDULE

Price Quotation

Price Quotation includes all costs associated with the completion of the project including sampling, sample delivery, field analysis, supplies, equipment, and travel associated with sampling and field analysis. Items number corresponds with the task number and is further defined in Exhibit "A" Scope of Services.

Please note that a \$2,000.00 cancellation fee will be applied to the item 2 in the table below should the daily responsibilities be taken over by the City. Included with the cancellation fee, Montrose will surrender any unused Colorimetric tubes. Items number corresponds with the task number and is further defined in Scope of Work. Please see table below for details:

Item	Description	Hours	Quantity per Week/Month (A)	Weeks/Months of Analysis (B)	Unit Cost (C)	Total (A X B X C X D)
1.	Task 1: Monitor NOx and CO Concentrations	N/A	1	6	\$820.00	\$4,920.00
2.	Task 2: Analysis for H2S using colorimetric tubes	N/A	7	27	\$570.00	\$32,490.00
3.	Task 3: Sample collections and delivery for TRS as H2S AQMD method 307-91	N/A	7	27	\$1,420.00	\$38,340.00
4.	Task 4: AQMD Permit to Construct	N/A	N/A	N/A	\$8,000.00	\$8,000.00
5.	Task 5: AQMD Compliance Support Services	50	N/A	N/A	\$180.00	\$9,000.00
Total Sum						\$92,750.00

EXHIBIT "C"
(Fee Schedule Title)

Item	Description	Hours	Quantity per Week/Month (A)	Weeks/Months of Analysis (B)	Unit Cost (C)	Total (A X B X C X D)
1.	Task 1: Monitor NOx and CO Concentrations	N/A	1	6	\$820.00	\$4,920.00
2.	Task 2: Analysis for H2S using colorimetric tubes	N/A	7	27	\$570.00	\$32,490.00
3.	Task 3: Sample collections and delivery for TRS as H2S AQMD method 307-01	N/A	7	27	\$1,420.00	\$38,340.00
4.	Task 4: AQMD Permit to Construct	N/A	N/A	N/A	\$8,000.00	\$8,000.00
5.	Task 5: AQMD Compliance Support Services	50	N/A	N/A	\$180.00	\$9,000.00
Total Sum						\$92,750.00

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

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

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

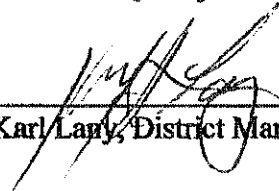
CHECK ONE

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

☐ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Montrose Air Quality Services, LLC

By: 
Karl Lany, District Manager

Date: Dec 18, 2020