

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

Emission Source Testing, Relative Accuracy Test Audits and Environmental Consulting Services

MONTROSE ENVIRONMENTAL CORPORATION DBA SCEC

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and MONTROSE ENVIRONMENTAL CORPORATION DBA SCEC, a Delaware corporation authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Emission Source Testing, Relative Accuracy Test Audits and Environmental Consulting Services ("Project").

2. **Term.** This Agreement shall be effective from July 1, 2016 until June 30, 2019, unless otherwise terminated pursuant to the provisions herein. This Agreement may be extended for three (3) additional one-year periods, upon mutual written agreement of the parties.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City

Public Utilities Department
City of Riverside
Attn: James Perez
5901 Payton Avenue
Riverside, CA 62504

To Consultant

Montrose Environmental Corporation
dba SCEC
Attn: Matthew McCune
1631 E. St. Andrew Place
Santa Ana, CA 92705

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by

the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at: www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

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

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

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

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

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

11. Indemnification.

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

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

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

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

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

11.4 Defense Obligation for Other than Design Professional Liability.

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

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

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

12. Insurance.

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

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

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

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

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

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

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

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

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

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

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

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

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

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

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation,

Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

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

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

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

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

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

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

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to

provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

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

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

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

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

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

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount

of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

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

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

Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

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

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

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

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

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

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

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

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

(Signatures on Following Page)

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

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Approved as to Form:

By: Susan Wilson
Assistant City Attorney

MONTROSE ENVIRONMENTAL
CORPORATION, a Delaware corporation
authorized to do business in California (dba SCEC)

By: Vijay M. Manthripragada

[Printed Name] Vijay Manthripragada

[Title] President

By: Jose Revuelta

[Printed Name] Jose Revuelta

[Title] Treasurer

EXHIBIT "A"

SCOPE OF SERVICES



April 29, 2016
P16030583

City of Riverside
Purchasing Department
Attn: Art Torres
3900 Main Street
Riverside, California 92522

Subject: Proposal to Provide Emission Source Testing, Relative Accuracy Test Audits and Environmental Consulting Services (RFP 1617)

Dear Mr. Torres:

Montrose Environmental Group (MEG) is pleased to provide this proposal to provide Emission Source Testing and Environmental Consulting Services to the City of Riverside. The proposal is sent in response to the Request for Proposal #1617. All elements of the RFP have been reviewed and understood. Montrose Environmental Group is uniquely qualified to provide the requested services to the City of Riverside. Emission Source Testing and Relative Accuracy Test Audit services will be provided by Montrose Environmental Corp. d.b.a. SCEC and Delta Air Quality Services Inc. (Delta), as affiliates of Montrose Air Quality Services LLC (MAQS). SCEC and Delta are independently certified by SCAQMD under the Laboratory Approval Program and conform to ASTM D7036 for all test methods required by 40 CFR Part 75. Together, SCEC and Delta will provide the City of Riverside with an emission measurement team with unmatched personnel, resources, and experience. Environmental consulting services will be provided by SCEC's Regulatory Compliance Services (RCS) division.

This proposal describes company information, qualifications and experience, legal, reporting, and proposed cost as directed in the RFP. We accept the City's standard terms and conditions of its proposed master contract and welcome the opportunity to continue our longstanding relationship. Please do not hesitate to contact us if you have any questions or comments regarding this proposal.

Sincerely,

Matthew R. McCune, P.E.
Regional VP, Southwest Region
Montrose Air Quality Services, LLC

CONFIDENTIALITY STATEMENT

Except as otherwise required by law or regulation, this information contained in this communication is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it.

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SECTION 1.0 COMPANY INFORMATION

Emission Measurement Services will be provided by SCEC and Delta Air Quality Services, Inc. (Delta) as affiliates of Montrose Air Quality Services LLC (MAQS). SCEC and Delta operate together from the same facility in Santa Ana, California.

SCEC
1631 E. St. Andrew Pl.
Santa Ana, California 92705
Phone: 714-282-8246
Fax: 714-242-9081
Website: www.montrose-env.com

Delta Air Quality Services, Inc.
1631 E. St. Andrew Pl.
Santa Ana, California 92705
Phone: 714-279-6777
Fax: 714-242-9081
Website: www.montrose-env.com

Key emissions measurement services project management personnel and their titles and contact information are listed in Table 1-1, below.

**TABLE 1-1
EMISSIONS MEASUREMENT SERVICES
KEY PERSONNEL**

Name	Title	E-Mail
Matt McCune	Regional VP – Southwest Region	mmccune@montrose-env.com
Jason Wirth	Vice President Operations – Santa Ana	jwirth@montrose-env.com
Rudy Nunez	SCEC District Manager	rnunez@montrose-env.com
Jim Ritchey	Delta District Manager	jritchey@montrose-env.com

Montrose's Santa Ana emission measurement technical staff consists of 34 full-time and 4 part-time technical employees whose primary functions include planning, preparing, performing, analyzing, and reporting for emission measurement programs. The staff also consists of 2 full-time employees whose primary function is report preparation and production.

The Santa Ana emission measurement technical staff currently includes 13 full time project managers who are designated as Qualified Individuals to perform testing required by 40 CFR Part 75. Project Managers will be the on-site leaders for individual tasks of the contract. The test teams typically also consist of technicians and possibly analytical laboratory staff who report directly to the project manager while on-site to complete the required tasks.

A qualified Project Manager will be assigned as the key contact for all testing activities for the City of Riverside.

Environmental consulting services will be provided by SCEC's Regulatory Compliance Services (RCS) division. Key environmental consulting services project management personnel and their titles and contact information are listed in Table 1-2, below.

**TABLE 1-2
ENVIRONMETNAL CONSULTING SERVICES
KEY PERSONNEL**

Name	Title	E-Mail
Karl Lany	Senior VP – RCS	klany@montrose-env.com
Bill Winchester	Senior Project Manager – RCS	bwinchester@montrose-env.com
A. Edward Krisnadi	Project Manager – RCS	ekrisnadi@montrose-env.com
Mamie Dorsz	Senior Project Scientist – RCS	mdorsz@montrose-env.com

Our environmental consulting services staff consists of five full time employees whose primary functions include air quality permitting, reporting, regulatory compliance management support, and technical engineering support. The staff includes two South Coast Air Quality Management District (SCAQMD) Certified Permitting Professionals (CPP) and one engineer, all of whom are Project Managers or higher level staff members. These individuals will be the team leaders for any environmental consulting services projects, and will oversee any project work performed at the Scientist or Senior Scientist levels.

Equipment and Resources

Montrose has equipment and facilities for the measurement of emissions from a wide variety of stationary source categories. The equipment based in Santa Ana includes 13 mobile laboratory facilities, portable field testing equipment, offices, workshop, and sample analysis areas. The mobile laboratories are our base of field operations and consist of O₂, CO₂, NO_x, CO, and SO₂ analyzers, data recording devices, as well as all support equipment necessary to collect representative samples. Wet chemical systems are used for collection of particulate, ammonia, and oxides of sulfur samples as well as many other compounds. Montrose's in-house laboratory performs analysis for particulate, ammonia, and oxides of sulfur. Montrose also has the ability to perform on-site analysis of ammonia samples. Our equipment meets or exceeds the requirements of regulatory agencies. Montrose would welcome the City of Riverside to visit our facility during the proposal evaluation process.

SCEC and Delta are certified under the SCAQMD Laboratory Approval Program (LAP), are approved under the California Air Resources Board (CARB Independent Contractor Program, and conform to ASTM D7036 for all 40 CFR Part 75 Relative Accuracy Test Audits. Copies of these certifications are shown in Section 2. SCEC and Delta will perform all measurement tasks required in the RFP with the exception of laboratory analysis for SCAQMD Method 307-91 (fuel sulfur) and modified SCAQMD Method 25.3 (ROG). These analyses will be subcontracted to outside laboratories certified by SCAQMD to perform the analyses.

SECTION 2.0 QUALIFICATIONS AND EXPERIENCE

Montrose is highly qualified to perform the both the emission measurement and environmental consulting tasks defined in the RFP. We have demonstrated this qualification over the past 10+ years working with the City of Riverside.

Montrose' SCEC and Delta operations maintain the required certifications from SCAQMD and CARB and conform to ASTM D7036 in performing Relative Accuracy Test Audits as required by 40 CFR Part 75 as shown in Figures 2-1 through 2-6.

Montrose will provide an emission measurement team with unmatched experience in performing the requested testing program. The scope of work for emission measurement, as defined in the RFP, consists of three basic tasks at each of the three RPU owned power plants: Riverside Energy Resource Center (RERC), Springs Generation Plant (Springs), and Clearwater Cogeneration Power Plant (Clearwater). The three basic emissions measurement tasks are: 1) Relative Accuracy Test Audit, 2) Ammonia Slip Source Test, and 3) 3-year Source Test. These three tasks are described in Tables 2-1 through 2-3, respectively.

**TABLE 2-1
TEST PROGRAM OVERVIEW
RELATIVE ACCURACY TEST AUDITS**

Parameter	Test Methods	Replicates	Test Duration
O ₂ , CO ₂ , NO _x , CO	SCAQMD 100.1 and EPA 3A/7E	9	30 minutes
Temperature and Flow Rate	SCAQMD 2.1	9	30 minutes
Moisture	SCAQMD 4.1 or 207.1	3+	60 – 90 minutes

1) RATAs will be performed to satisfy all applicable regulations which may include SCAQMD Rule 2012 (RECLAIM), SCAQMD Rule 218.1, and 40 CFR Part 75

2) If CO concentration is less than 2 ppm, a "spiking" RATA may be necessary and will be performed separately from the SCAQMD Rule 2012 and 40 CFR Part 75 RATAs.

**TABLE 2-2
TEST PROGRAM OVERVIEW
AMMONIA SLIP SOURCE TEST**

Parameter	Test Methods	Replicates	Test Duration
O ₂ and NO _x	Facility CEMS or SCAQMD 100.1	2	60-84 minutes
Ammonia	SCAQMD 207.1	2 ⁽¹⁾	60-84 minutes

1) Duplicate ammonia slip tests are performed and the maximum result from the two tests is reported for compliance purposes as required by SCAQMD Method 207.1

2) Ammonia slip tests may be performed simultaneously with the RATA. In this case, the ammonia slip test will replace the SCAQMD Method 4.1 moisture test.

**TABLE 2-3
TEST PROGRAM OVERVIEW
THREE YEAR SOURCE TEST**

Parameter	Test Methods	Replicates	Test Duration
Particulate Matter	SCAQMD 5.1	1	240 Minutes
ROG	Modified SCAQMD 25.3	3	~60 Minutes
Oxides of Sulfur	SCAQMD 307-91	2	Grab
O ₂ and CO ₂	SCAQMD 100.1	1	~240 minutes

1) 3-Year Source Test may be performed during the RATA

Montrose will also provide an environmental consulting team with proven experience working in the SCAQMD area, performing a wide range of environmental consulting services. This team has extensive experience helping its clients manage SCAQMD, CARB, and United States Environmental Protection Agency (USEPA) regulatory programs.

All of the Montrose's RCS staff members listed in Table 1-2 have performed environmental consulting services for The City of Riverside, including periodic reporting support for Title V, SCAQMD's Regional Clean Air Incentives Market (RECLAIM), and SCAQMD Rule 218 programs; general regulatory guidance such as rule interpretations; compliance management support for equipment breakdowns and emission exceedances; variance support and other support services related to violation reconciliation; and preparation of SCAQMD permit applications for new and modified equipment/facilities. We have previously assisted the City of Riverside by facilitating the successful permitting of Springs and RERC and have managed several permit modification projects across all three of The City of Riverside's power plants. This includes successful permitting efforts for Clearwater in 2012, when the City purchased the facility from the City of Corona.

It is also important to note that Montrose takes an active role participating in SCAQMD, CARB, and USEPA rulemaking working groups and workshops, and has done so on behalf of the City of Riverside on several occasions during its 10+ year relationship.

Overall, our experience in the SCAQMD jurisdiction and its comprehensive understanding of The City of Riverside's power plant facilities, including the permits that govern these facilities, makes the Montrose team an ideal candidate to provide ongoing environmental consulting services. The scope of work for environmental consulting services, as defined in the RFP, consists of several tasks at each of the three RPU owned power plants. These tasks are summarized in Table 2-4, below.

**TABLE 2-4
ENVIRONMENTAL CONSULTING
SERVICES OVERVIEW**

Task Category	Services Provided	Frequency
Periodic Reporting	Prepare RECLAIM Quarterly Certification of Emissions Reports (QCER)	Quarterly (except during the 4 th Qtr.)
	Prepare RECLAIM Annual Permit Emissions Program (APEP) Reports	Annually (serves as the QCER for the 4 th Qtr.)
	Prepare Title V Semiannual Monitoring (SAM) Reports	Semiannually (for the previous 6 calendar months)
	Prepare Title V Annual Compliance Certification (ACC) Reports	Annually (for the previous calendar year)
	Prepare SCAQMD Rule 218 Reports	Semiannually (for the previous 6 calendar months)
	Prepare Other Reports (GHG reports, AER, etc.)	As Needed
Regulatory Compliance Management	Support During Emission Exceedances	As Needed
	Support for Notices to Comply, Notices of Violation, or other Violations	As Needed
	Variance and Abatement Order Support	As Needed
	Other Support Services	As Needed
Technical and Engineering	Permitting	As Needed
	Rule Interpretations	As Needed
	Other Support Services	As Needed

In addition to the City of Riverside contract, Montrose personnel have provided similar emission measurement and environmental consulting services to many of the utility sources in the South Coast Air Quality Management District area. These clients operate similar power generating units (simple and combined cycle utility gas turbines, gas-fired boilers) subject to the same regulations (SCAQMD Rules 218.1 and 2012, SCAQMD Permit Conditions, and 40 CFR Part 75) as the City of Riverside.

A partial list of these sources and an appropriate contact for each of these sources is listed below in Table 2-5. We would strongly urge you to contact each reference to attest to Montrose's level of service and to compare this level of service to any other source test or environmental consulting company which they may have experienced.

**TABLE 2-4
REFERENCES**

Client	Contact	Type of Facility
City of Anaheim* 1144 N. Kraemer Blvd Anaheim, CA 92806	Bertha Hernandez 714-765-7481 bhernandez@anaheim.net	1 combined cycle gas turbine 4 simple cycle gas turbines
LADWP 4 Plants in SCAQMD	Andrea Villarin 213-367-0271 Andrea.villarin@ladwp.com	5 combined cycle gas turbines 14 simple cycle gas turbines Gas fired boilers
City of Glendale* 800 Air Way Glendale, CA 91201	John Escudero 808-548-2148 JEscudero@ci.glendale.gov	1 simple cycle gas turbine 2 combined cycle gas turbines 3 utility boilers
City of Pasadena 85 East State St Pasadena, CA 91105	Kim Yapp 626-744-6276 KYapp@cityofpasadena.net	4 simple cycle gas turbines 1 utility boiler
City of Burbank 320 N. Lake St Burbank, CA 91501	Claudia Fierro 818-238-3510 CFierro@burbankca.gov	1 combined cycle gas turbine 1 simple cycle gas turbine 2 utility boilers
Agua Mansa Power Plant* 2040 Agua Mansa Road Colton, CA 92324	David Jiron 909-825-1679 djiron@noresco.com	1 simple cycle gas turbine
CPV Sentinel 62575 Power Line Rd. Desert Hot Springs, CA 92240	Jason King 760-288-7900 x102 j.king@dgc-ops.com	8 simple cycle gas turbines
NRG Walnut Creek 911 Bixby Drive City of Industry, CA 91748	Heather MacLeod 949-903-5701 Heather.MacLeod@nrgenergy.com	5 simple cycle gas turbines
NRG El Segundo 301 Vista Del Mar El Segundo, CA 90245	Steve Odabashian 310-615-6331 Steven.Odabashian@nrgenergy.com	2 Combined Cycle Gas Turbines
NRG Long Beach 2665 W. Seaside Blvd Terminal Island Long Beach, CA 90802	Steve Odabashian 310-615-6331 Steven.Odabashian@nrgenergy.com	4 Simple Cycle Gas Turbines
SCE – Mountainview 2492 W. San Bernardino Ave. Redlands, CA 92374	Vic Barrion 909-528-0725 victor.barrion@sce.com	4 Combined Cycle Gas Turbines
SCE – Peakers 4 locations throughout SCAQMD	Chijioke Akunyili 909-809-4368 Chijioke.Akunyili@sce.com	4 Simple Cycle Gas Turbines
Malburg Generating Station 4963 S. Soto St. Vernon, CA 90058	Kyle McCormack 323-476-3626 kmcormack@coloradoenergy.com	2 Combined Cycle Gas Turbines
AES Alamos 690 N. Studebaker Road Long Beach, CA 90803	Coury McKinlay 562-493-7863 coury.mckinlay@aes.com	6 Utility Boilers
AES Huntington Beach 21730 Newland St. Huntington Beach, CA 92646	David Spencer 714-374-1446 david.spencer@aes.com	2 Utility Boilers
NRG Etiwanda 8996 Etiwanda Ave Etiwanda, CA 91739	Apeetha Jain 909-782-8834 Apeetha.Jain@nrgenergy.com	2 utility boilers
Inland Empire Energy Center 26226 Antelope Rd. Menifee, CA 92585	Jason Taylor 951-928-5908 Jason2.taylor@ige.com	2 combined cycle gas turbines 1 auxiliary boiler

*Denotes a client also served by Montrose's RCS division to provide environmental consulting services.



**South Coast
Air Quality Management District**

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

October 7, 2015

Mr. Rudy Nunez
SCEC
An Affiliate of Montrose Air Quality Services, Inc.
1631 E. Saint Andrew Place
Santa Ana, CA 92705

Subject: LAP Approval Notice
Reference # 94LA0215

Dear Mr. Nunez:

We completed our review of the renewal application you submitted for approval under the South Coast Air Quality Management District's Laboratory Approval Program (SCAQMD LAP). We are pleased to inform you that your firm is approved for the period beginning October 31, 2015, and ending October 31, 2016 for the following methods, subject to the requirements in the LAP Conditions For Approval Agreement and conditions listed in the attachment to this letter:

SCAQMD Methods 1-4	SCAQMD Methods 5.1, 5.2, 5.3, 6.1 (Sampling)
SCAQMD Method 100.1	SCAQMD Methods 25.1 and 25.3 (Sampling)
USEPA CTM-030 and ASTM D6522-00	SCAQMD Rule 1121/ 1146.2 Protocol
SCAQMD Rule 1420/1420.1 – (Lead) Source Sampling	

Your LAP approval to perform nitrogen oxide emissions compliance testing for SCAQMD Rule 1121/ 1146.2 Protocols includes satellite facilities located at:

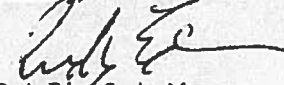
McKenna Boiler
1510 North Spring Street
Los Angeles, CA 90012

Noritz America Corp.
11160 Grace Avenue
Fountain Valley, CA 92708

Ajax Boiler, Inc.
2701 S. Harbor Blvd.
Santa Ana, CA 92704

Thank you for participating in the SCAQMD LAP. Your cooperation helps us to achieve the goal of the LAP: to maintain high standards of quality in the sampling and analysis of source emissions. You may direct any questions or information to LAP Coordinator, Glenn Kasai. He may be reached by telephone at (909) 396-2271, or via e-mail at gkasai@aqmd.gov.

Sincerely,


Rudy Eden, Senior Manager
Laboratory Services &
Source Test Engineering

RE:GK/gk

cc: Dipanker Sarkar

151007 LapRenewal.doc

State of California
Air Resources Board
 Approved Independent Contractor



This is to certify that the company named below has been approved by the Air Resources Board for the performance testing pursuant to California Code of Regulations, Title 17, section 91207, until June 30, 2017. The company is listed below:

Magill Air Inc. f- M8
 Dr. Michael T. Benjamin, Chief
 Monitoring and Laboratory Division

State of California
Air Resources Board
Approved Independent Contractor



This is to certify that the company listed above has been approved by the Air Resources Board for compliance testing pursuant to California Code of Regulations, title 17, section 91207, until June 30, 2013 for the materials listed below:

Dr. Michael J. Gonzalez, Chief
Monitoring and Laboratory Division



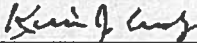

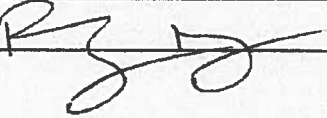
March 25, 2015

To Whom It May Concern,

EPA promulgated minimum competency requirements for firms performing Part 75 emission test programs (Protocol Gas Verification Program and Minimum Competency Requirements for Air Emission Testing, FR 76, No. 59, 17288-17325) on March 28, 2011. The rule, as stated in 40 CFR Part 75, Appendix A, § 6.1.2(a), requires that "On and after March 27, 2012, all relative accuracy test audits (RATAs) of CEMS under this part, and stack testing under §75.19 and Appendix E to this part shall be conducted by an Air Emission Testing Body (AETB) which has provided to the owner or operator of a unit subject to this part the documentation required in paragraph (b) of this section, demonstrating its conformance to ASTM D7036-04 (incorporated by reference, *see* §75.6)."

The rule, as stated in 40 CFR Part 75, Appendix A, § 6.1.2(b), requires that "The owner or operator shall obtain from the AETB a certification that as of the time of testing the AETB is operating in conformance with ASTM D7036-04...The AETB's certification may be limited in scope to the tests identified under paragraph (a). The AETB's certification need not extend to other work it may perform." This letter is written to convey certification of conformance by SCEC with those requirements, limited to testing as it pertains to 40 CFR Part 75.

By their signatures below, the Management of SCEC, an affiliate of Montrose Air Quality Services, Inc., certify that all relative accuracy testing performed pursuant to 75.74(c)(2)(ii), Section 6.5 of Appendix A or Section 2.3.1 of Appendix B of Part 75, and Stack Testing under 75.19 and Appendix E of Part 75 will be conducted in conformance to ASTM D7036-04 and be overseen and supervised on site by at least one Qualified Individual, as defined in ASTM Standard D7036-04, Section 3.1.15. The performance data collected to indicate conformance with the Standard, as defined in Section 3.1.9 of the Standard, is available to our clients upon request.

Name/Title	Signature	Date
Kevin J. Crosby, VP, Technical		03/27/2015
Wade Latham, Quality Assurance Director		03/27/2015
Ellice Lin, QA Manager		
Rudy Nunez, District Manager		10/27/15

Implementation Date 3/25/15
Revision Number 0
Revision Date NA



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

January 28, 2016

Mr. James Ritchey
Delta Air Quality Services, Inc.
An Affiliate of Montrose Air Quality Services, Inc.
1631 E. Saint Andrew Place
Santa Ana, CA 92705

Subject: LAP Approval Notice
Reference # 96LA1220

Dear Mr. Ritchey:

We completed our review of the renewal application you submitted for approval under the South Coast Air Quality Management District's Laboratory Approval Program (SCAQMD LAP). We are pleased to inform you that your firm is approved for the period beginning January 31, 2016, and ending January 31, 2017 for the following methods, subject to the requirements in the LAP Conditions For Approval Agreement and conditions listed in the attachment to this letter:

SCAQMD Methods 1-4
SCAQMD Method 100.1
SCAQMD Methods 25.1 and 25.3 (Sampling)
SCAQMD Methods 5.1, 5.2, 5.3, and 6.1
SCAQMD Rule 1420/ 1420.1 – (Lead) Ambient Sampling
USEPA CTM-030 and ASTM D6522-00

Thank you for participating in the SCAQMD LAP. Your cooperation helps us to achieve the goal of the LAP: to maintain high standards of quality in the sampling and analysis of source emissions. You may direct any questions or information to LAP Coordinator, Glenn Kasai. He may be reached by telephone at (909) 396-2271, or via e-mail at gkasai@aqmd.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Rudy Eden".

Rudy Eden, Senior Manager
Laboratory Services &
Source Test Engineering

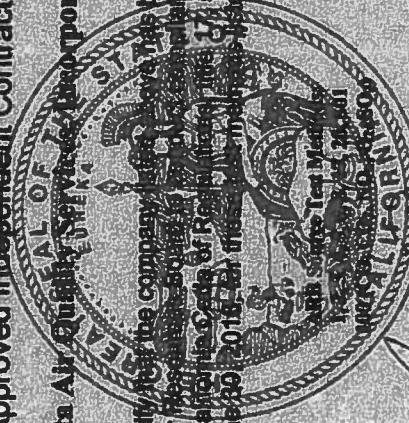
RE:GK/gk
Attachment

cc: Dipankar Sarkar

160128 LapRenewal.doc

State of California
Air Resources Board
Approved Independent Contractor
Delta Air Quality Services, Incorporated

This is to certify that the company listed above has been approved by the Air Resources Board for performance testing pursuant to California Code of Regulations, Title 17, Section 91207, until June 30, 2015. Air testing methods listed below:



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

State of California
AirResources Board
Approved Independent Contractor
Delta Air Quality Services, Incorporated

This is to certify that the company listed above has been approved
by the Air Resources Board for indoor air quality compliance testing
pursuant to California Code of Regulations Title 17, section 91207,
until June 30, 2012, for the following methods listed below:



U.S. EPA Methods 801, 806, 807, 808, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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



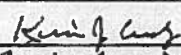


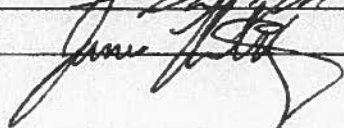
March 25, 2015

To Whom It May Concern,

EPA promulgated minimum competency requirements for firms performing Part 75 emission test programs (Protocol Gas Verification Program and Minimum Competency Requirements for Air Emission Testing, FR 76, No. 59, 17288-17325) on March 28, 2011. The rule, as stated in 40 CFR Part 75, Appendix A, § 6.1.2(a), requires that "On and after March 27, 2012, all relative accuracy test audits (RATAs) of CEMS under this part, and stack testing under §75.19 and Appendix E to this part shall be conducted by an Air Emission Testing Body (AETB) which has provided to the owner or operator of a unit subject to this part the documentation required in paragraph (b) of this section, demonstrating its conformance to ASTM D7036-04 (incorporated by reference, *see* §75.6)."

The rule, as stated in 40 CFR Part 75, Appendix A, § 6.1.2(b), requires that "The owner or operator shall obtain from the AETB a certification that as of the time of testing the AETB is operating in conformance with ASTM D7036-04...The AETB's certification may be limited in scope to the tests identified under paragraph (a). The AETB's certification need not extend to other work it may perform." This letter is written to convey certification of conformance by Delta Air Quality Services, Inc. with those requirements, limited to testing as it pertains to 40 CFR Part 75.

By their signatures below, the Management of Delta Air Quality Services, Inc., an affiliate of Montrose Air Quality Services, Inc., certify that all relative accuracy testing performed pursuant to 75.74(c)(2)(ii), Section 6.5 of Appendix A or Section 2.3.1 of Appendix B of Part 75, and Stack Testing under 75.19 and Appendix E of Part 75 will be conducted in conformance to ASTM D7036-04 and be overseen and supervised on site by at least one Qualified Individual, as defined in ASTM Standard D7036-04, Section 3.1.15. The performance data collected to indicate conformance with the Standard, as defined in Section 3.1.9 of the Standard, is available to our clients upon request.

Name/Title	Signature	Date
Kevin J. Crosby, VP, Technical		03/27/2015
Wade Latham, Quality Assurance Director		03/27/2015
Arlene Bell, QA Manager		7/13/2015
James Ritchey, District Manager		7/13/2015

Implementation Date: 3/25/15
Revision Number: 0
Revision Date: NA

SECTION 3.0 LEGAL

Montrose Air Quality Services LLC, including SCEC, has no pending legal actions.

SECTION 4.0 REPORTING

Montrose understands the importance of accuracy and timeliness when reporting emission measurements and when completing periodic reporting required under various regulatory programs.

For emission measurement services, Montrose will prepare Test Plans which describe the tests to be performed and Test Reports which document the test results. Documents are typically submitted to the client for review and copies are forwarded to the regulatory agencies. Montrose can send documents directly to the regulatory agencies but will only do so with specific direction from the client. Test reports will contain, as applicable, descriptions of the test performed, unit descriptions, CEMS description, test results, raw data, QA data, and calculations.

For environmental consulting services, Montrose will prepare periodic reports that are both complete and accurate, working in conjunction with City of Riverside staff to gather necessary information. Montrose will then facilitate timely submittal of these reports by furnishing the reports to the City of Riverside, sufficiently in advance of the associated reporting deadlines established by the agencies, to allow for a thorough review of the report contents and to ensure adequate time to acquire any necessary signatures from the City's Responsible Officials.

SECTION 5.0 PROPOSED COSTS

Emission Measurement projects for this contract are expected to be performed on a fixed-price basis as shown in Table 5-1. The prices assume that the test program can be performed with no significant delays beyond Montrose's control. Additional tests required outside the scope of this proposal or delays beyond Montrose's control will be billed on a Time and Materials basis using the rates in Tables 5-2 and 5-3. Eighty percent (80%) of the fixed price will be invoiced upon completion of the field work and twenty percent (20%) will be invoiced upon submittal of the report.

**TABLE 5-1
FIXED-FEE COST ESTIMATE
EMISSION MEASUREMENT PROGRAM**

Task	Comment	Cost Per Test	Minimum #	Total Cost
Relative Accuracy Test Audit		\$3,600	9	\$32,400
NH ₃ Slip Test	During RATA	\$485	9	\$4,365
NH ₃ Slip Test	Stand-Alone	\$2,150	--	--
3-Year Source Test	During RATA	\$4,115	5	\$20,575
3-Year Source Test	Stand-Alone	\$6,610	--	--
Optional On-Site NH ₃ Analysis		\$800	--	--
Estimated Total Annual Cost ⁽¹⁾				\$57,340

1) The Estimated Total Annual Cost assumes the minimum number of tests and that all NH₃ and 3-Year Source Tests are performed simultaneously with the RATAs.

The quoted prices assume that the City of Riverside will provide safe access to sample ports which meet SCAQMD and EPA criteria. Montrose will require two, non-GFI, 110V circuits (or single phase 480 power) to power the mobile laboratory and 2, 110V, circuits to power the stack sampling equipment. Table 5-2 provides Montrose's labor rate schedule for 2016. Table 5-3 provides Montrose's equipment rental rate schedule for 2016. Direct project expenses which include subcontractor services, expendable test supplies, and project specific test equipment are billed at actual cost plus costs 15% G&A. Vehicle mileage is billed at the Federal reimbursement rate (currently \$0.54 per mile).

For firm, fixed-price projects, weekend, night, and holiday work is billed at the firm fixed price plus 30% of the project total. If a project is scheduled and then postponed or cancelled for reasons beyond Montrose's control, all incurred costs and expenses will be billed. Montrose's payment terms are net 30 days.

**TABLE 5-2
MONTROSE AIR QUALITY SERVICES, LLC - SANTA ANA
EMISSION MEASUREMENT SERVICES LABOR RATE SCHEDULE
EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2016**

CLASSIFICATION	HOURLY RATE
Sr. Consultant	\$130
Program Manager	\$120
Engineer/Chemist	\$100
Technician III*	\$90
Technician II*	\$80
Technician I*	\$70

*Overtime charges apply to these categories as follows:

- Monday through Friday after 8 hours through 12 hours and Saturdays first 12 hours: Hourly Rate x 1.3
- Weekdays and Saturdays after 12 hours and Sundays and Holidays: Hourly Rate x 1.6

Subcontractor's work and direct project expenses will be billed at actual cost + 15% G&A

**TABLE 5-3
MAQS SANTA ANA EQUIPMENT RENTAL RATES
EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2016**

EQUIPMENT	RATE
Mobile Emission Measurement Vehicle (O ₂ , CO ₂ , NO _x , CO)	\$600/first 12 hours per day \$200/second 12 hours per day
Portable Analyzer (O ₂ , CO ₂ , NO _x , CO)	\$250/day
Hydrocarbon Analyzer	\$250/day
SO ₂ Analyzer	\$200/day
Real Time NO _x /NH ₃ Measurement System	\$500/day
On-Site NH ₃ Spectrophotometer	\$225/day
Wet Chemical System	\$225/day
Volatile Organic Compound Sampler (Lung Sampler)	\$75/day
Equipment Truck	\$200/day

Personal vehicle mileage will be billed at the Federal reimbursement rate.

Environmental consulting services provided under this contract will be performed on a time and materials basis, with labor billed at the rates shown in Table 5-4, below.

TABLE 5-4
MONTROSE ENVIRONMENTAL AIR QUALITY SERVICES
ENVIRONMENTAL CONSULTING SERVICES LABOR RATE SCHEDULE
(Through Contract Term)

CLASSIFICATION	HOURLY RATE
Vice President	\$170
Senior Project Manager	\$155
Project Manager	\$140
Senior Scientist	\$115
Project Scientist	\$105
Clerical	\$75

Reimbursable expenses will be billed at cost plus a 12% administrative markup.

EXHIBIT "B"
COMPENSATION

SECTION 5.0**PROPOSED COSTS**

Emission Measurement projects for this contract are expected to be performed on a fixed-price basis as shown in Table 5-1. The prices assume that the test program can be performed with no significant delays beyond Montrose's control. Additional tests required outside the scope of this proposal or delays beyond Montrose's control will be billed on a Time and Materials basis using the rates in Tables 5-2 and 5-3. Eighty percent (80%) of the fixed price will be invoiced upon completion of the field work and twenty percent (20%) will be invoiced upon submittal of the report.

**TABLE 5-1
FIXED-FEE COST ESTIMATE
EMISSION MEASUREMENT PROGRAM**

Task	Comment	Cost Per Test	Minimum #	Total Cost
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3-Year Source Test	During RATA	\$4,115	5	\$20,575
3-Year Source Test	Stand-Alone	\$6,610	--	--
Optional On-Site NH ₃ Analysis		\$800	--	--
Estimated Total Annual Cost ⁽¹⁾				\$57,340

1) The Estimated Total Annual Cost assumes the minimum number of tests and that all NH₃ and 3-Year Source Tests are performed simultaneously with the RATAs.

The quoted prices assume that the City of Riverside will provide safe access to sample ports which meet SCAQMD and EPA criteria. Montrose will require two, non-GFI, 110V circuits (or single phase 480 power) to power the mobile laboratory and 2, 110V, circuits to power the stack sampling equipment. Table 5-2 provides Montrose's labor rate schedule for 2016. Table 5-3 provides Montrose's equipment rental rate schedule for 2016. Direct project expenses which include subcontractor services, expendable test supplies, and project specific test equipment are billed at actual cost plus costs 15% G&A. Vehicle mileage is billed at the Federal reimbursement rate (currently \$0.54 per mile).

For firm, fixed-price projects, weekend, night, and holiday work is billed at the firm fixed price plus 30% of the project total. If a project is scheduled and then postponed or cancelled for reasons beyond Montrose's control, all incurred costs and expenses will be billed. Montrose's payment terms are net 30 days.

**TABLE 5-2
MONTROSE AIR QUALITY SERVICES, LLC - SANTA ANA
EMISSION MEASUREMENT SERVICES LABOR RATE SCHEDULE
EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2016**

CLASSIFICATION	HOURLY RATE
Sr. Consultant	\$130
Program Manager	\$120
Engineer/Chemist	\$100
Technician III*	\$90
Technician II*	\$80
Technician I*	\$70

*Overtime charges apply to these categories as follows:

- Monday through Friday after 8 hours through 12 hours and Saturdays first 12 hours: Hourly Rate x 1.3
- Weekdays and Saturdays after 12 hours and Sundays and Holidays: Hourly Rate x 1.6

Subcontractor's work and direct project expenses will be billed at actual cost + 15% G&A

**TABLE 5-3
MAQS SANTA ANA EQUIPMENT RENTAL RATES
EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2016**

EQUIPMENT	RATE
Mobile Emission Measurement Vehicle (O ₂ , CO ₂ , NO _x , CO)	\$600/first 12 hours per day \$200/second 12 hours per day
Portable Analyzer (O ₂ , CO ₂ , NO _x , CO)	\$250/day
Hydrocarbon Analyzer	\$250/day
SO ₂ Analyzer	\$200/day
Real Time NO _x /NH ₃ Measurement System	\$500/day
On-Site NH ₃ Spectrophotometer	\$225/day
Wet Chemical System	\$225/day
Volatile Organic Compound Sampler (Lung Sampler)	\$75/day
Equipment Truck	\$200/day

Personal vehicle mileage will be billed at the Federal reimbursement rate.

Environmental consulting services provided under this contract will be performed on a time and materials basis, with labor billed at the rates shown in Table 5-4, below.

TABLE 5-4
MONTROSE ENVIRONMENTAL AIR QUALITY SERVICES
ENVIRONMENTAL CONSULTING SERVICES LABOR RATE SCHEDULE
(Through Contract Term)

CLASSIFICATION	HOURLY RATE
Vice President	\$170
Senior Project Manager	\$155
Project Manager	\$140
Senior Scientist	\$115
Project Scientist	\$105
Clerical	\$75

Reimbursable expenses will be billed at cost plus a 12% administrative markup.

EXHIBIT "C"

KEY PERSONNEL

SECTION 1.0 COMPANY INFORMATION

Emission Measurement Services will be provided by SCEC and Delta Air Quality Services, Inc. (Delta) as affiliates of Montrose Air Quality Services LLC (MAQS). SCEC and Delta operate together from the same facility in Santa Ana, California.

SCEC
1631 E. St. Andrew Pl.
Santa Ana, California 92705
Phone: 714-282-8246
Fax: 714-242-9081
Website: www.montrose-env.com

Delta Air Quality Services, Inc.
1631 E. St. Andrew Pl.
Santa Ana, California 92705
Phone: 714-279-6777
Fax: 714-242-9081
Website: www.montrose-env.com

Key emissions measurement services project management personnel and their titles and contact information are listed in Table 1-1, below.

**TABLE 1-1
EMISSIONS MEASUREMENT SERVICES
KEY PERSONNEL**

Name	Title	E-Mail
Matt McCune	Regional VP – Southwest Region	mmccune@montrose-env.com
Jason Wirth	Vice President Operations – Santa Ana	jwirth@montrose-env.com
Rudy Nunez	SCEC District Manager	munez@montrose-env.com
Jim Ritchey	Delta District Manager	jritchey@montrose-env.com

Montrose's Santa Ana emission measurement technical staff consists of 34 full-time and 4 part-time technical employees whose primary functions include planning, preparing, performing, analyzing, and reporting for emission measurement programs. The staff also consists of 2 full-time employees whose primary function is report preparation and production.

The Santa Ana emission measurement technical staff currently includes 13 full time project managers who are designated as Qualified Individuals to perform testing required by 40 CFR Part 75. Project Managers will be the on-site leaders for individual tasks of the contract. The test teams typically also consist of technicians and possibly analytical laboratory staff who report directly to the project manager while on-site to complete the required tasks.

A qualified Project Manager will be assigned as the key contact for all testing activities for the City of Riverside.

Environmental consulting services will be provided by SCEC's Regulatory Compliance Services (RCS) division. Key environmental consulting services project management personnel and their titles and contact information are listed in Table 1-2, below.

**TABLE 1-2
ENVIRONMENTAL CONSULTING SERVICES
KEY PERSONNEL**

Name	Title	E-Mail
Karl Lany	Senior VP – RCS	klany@montrose-env.com
Bill Winchester	Senior Project Manager – RCS	bwinchester@montrose-env.com
A. Edward Krisnadi	Project Manager – RCS	ekrisnadi@montrose-env.com
Mamie Dorsz	Senior Project Scientist – RCS	mdorsz@montrose-env.com

Our environmental consulting services staff consists of five full time employees whose primary functions include air quality permitting, reporting, regulatory compliance management support, and technical engineering support. The staff includes two South Coast Air Quality Management District (SCAQMD) Certified Permitting Professionals (CPP) and one engineer, all of whom are Project Managers or higher level staff members. These individuals will be the team leaders for any environmental consulting services projects, and will oversee any project work performed at the Scientist or Senior Scientist levels.

Equipment and Resources

Montrose has equipment and facilities for the measurement of emissions from a wide variety of stationary source categories. The equipment based in Santa Ana includes 13 mobile laboratory facilities, portable field testing equipment, offices, workshop, and sample analysis areas. The mobile laboratories are our base of field operations and consist of O₂, CO₂, NO_x, CO, and SO₂ analyzers, data recording devices, as well as all support equipment necessary to collect representative samples. Wet chemical systems are used for collection of particulate, ammonia, and oxides of sulfur samples as well as many other compounds. Montrose's in-house laboratory performs analysis for particulate, ammonia, and oxides of sulfur. Montrose also has the ability to perform on-site analysis of ammonia samples. Our equipment meets or exceeds the requirements of regulatory agencies. Montrose would welcome the City of Riverside to visit our facility during the proposal evaluation process.

SCEC and Delta are certified under the SCAQMD Laboratory Approval Program (LAP), are approved under the California Air Resources Board (CARB Independent Contractor Program, and conform to ASTM D7036 for all 40 CFR Part 75 Relative Accuracy Test Audits. Copies of these certifications are shown in Section 2. SCEC and Delta will perform all measurement tasks required in the RFP with the exception of laboratory analysis for SCAQMD Method 307-91 (fuel sulfur) and modified SCAQMD Method 25.3 (ROG). These analyses will be subcontracted to outside laboratories certified by SCAQMD to perform the analyses.