

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CEMTEK ENVIRONMENTAL, INC.

Analyzer Project Upgrade for Clearwater Power Plant (RFP No. 1994)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and CEMTEK ENVIRONMENTAL, INC. a California corporation ("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 Analyzer Project Upgrade for Clearwater Power Plant (RFP No. 1994) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until July 1, 2024, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Seventy-Two Thousand Nine Hundred Eighty-Eight Dollars (\$172,988.00), 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: Lily Morris
5901 Payton Avenue
Riverside, CA 92504

To Consultant

Cemtek Environmental, Inc.
Attn: Michelle Nelson
3041 S. Orange Avenue
Santa Ana, CA 92707

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. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. 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 the Superior Court, 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, military and veteran status, 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

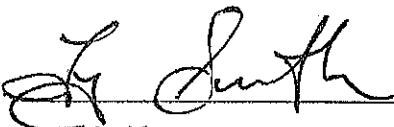
Exhibit "C" - Key Personnel

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

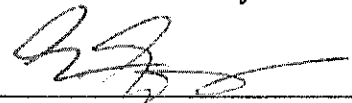
CEMTEK ENVIRONMENTAL, INC.,
a California corporation

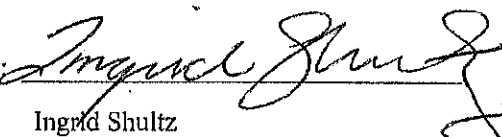
By: _____
City Manager

By:  _____
Ty Smith
[Printed Name]
President
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

By:  _____
Ingrid Shultz
[Printed Name]
Secretary
[Title]

Approved as to Form:

By: Susan D. Wilson
Assistant City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707
 2849 Sterling Drive, Hatfield, PA 19440
 5829 West Sam Houston Parkway North, #707, Houston, TX 77041

888-400-0200
 800-582-1670
 281-729-8228

For Questions contact Michelle Nelson at mnelson@cemteks.com or 714-904-9087
 or Quang Nguyen at Qnguyen@cemteks.com, or 714-437-7100 x 230

Date: February 4, 2021
 Quote No: RCC200123

To: City of Riverside Public Utilities Department
 Attn: Lily Morris
 cc: John Corner
 Re: CEMS upgrade quote for one simple cycle gas turbine LM2500P,
 peaking facility, SCAQMD district USEPA 40CFR60 and
 RECLAIM, at the Clear Water facility located in Corona, CA. RFP
 No.: 1994.

Break out pricing
Final

Item #	Qty	Quotation Description	Price
1	-	- Replace the existing stack CEMS analyzers, NOx/O2 and CO, and NH3/NOx	
		- The estimated project start-up July 2020.	
		Stack CEMS Analyzers:	
1-A	1	Stack NOx/O2 analyzer, TAPI Model T200M, Chemiluminescent, dual range, 0-10ppm and 0-150 ppm range and paramagnetic O2 sensor 0-25%.	\$ 47,076
	1	Stack CO analyzer, TAPI Model T300M, Gas Filter Correlation, dual range, 0-20ppm and 0-1000 ppm range.	
	1	NH3/NOx analyzer for converted sample, TAPI Model T200M Chemiluminescent, dual range 0-10ppm and 0-150 ppm range.	
1-B	-	Software update for the existing CompactLogix PLC and NetDAHS:	\$ -
	1	Lot, software update to meet the new CEMS operating requirements. After the upgrade, each PLC should have direct control of the CEMS and store a minimum of 7days of emissions data (one-minute data). 14 days is preferred.	
1-C	-	Documentation:	\$ 1,127
	1	Update the customer's existing USEPA 40CFR60 Quality Assurance Plan Documentation, require customer to supply an editable format of the existing QAP.	
	-	Cemtek will assist City of Riverside with ST-220 questions	No charge
	1	Upgrade analyzer O&M manuals	
1-D	1	Spare parts, preliminary, recommended, level A&B, consumable spare parts. See Level A & B parts list on the attachment.	\$ 1,550
		- 1 year consumables	



Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707
2849 Sterling Drive, Hatfield, PA 19440
5829 West Sam Houston Parkway North, #707, Houston, TX 77041

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For Questions contact Michelle Nelson at mnelson@cemteks.com or 714-904-9087
or Quang Nguyen at Qnguyen@cemteks.com, or 714-437-7100 x 230

Date: February 4, 2021
Quote No: RCC200123

To: City of Riverside Public Utilities Department
Attn: Lily Morris
cc: John Corner
Re: CEMS upgrade quote for one simple cycle gas turbine LM2500P,
peaking facility, SCAQMD district USEPA 40CFR60 and
RECLAIM, at the Clear Water facility located in Corona, CA. RFP
No.: 1994.

Break out pricing
Final

Item #	Qty	Quotation Description	Price
16	75	Ft, heated sample line, constant power density, 208VAC single phase, 4 tube sample line, PFA & stainless steel tube material, (2) 3/8" SS and (2) 1/4" SS. - Stack Sample line per O'brien sample line specifications SU-A3(2)/A2(2)-TY18/075/K40-31152.	\$ 4,358
16-B	1	Boom Lift 125 ft. budget for 1 week includes; - CA personal property tax reimbursement charge - Environmental service charge - Delivery charge - Pickup charge	\$ 6,795
Equipment Subtotal:			\$ 60,906
3		<u>Stack CEMS Field Services</u> (Estimated, to be billed at actual Time & Materials per rate sheet)	
3-A	-	Analyzer installation and start-up	\$ 2,900
	1	Day, First shift, remove old and install new analyzers, analyzer start-up (8 hour days) including local travel trip	
	1	Day, Second shift, CEMS Start-Up, including local travel trip (8 hour days)	
3-A-1	-	Expediting charge - The City of Riverside requests the install and startup for both analyzers and sample line turned around in 24 hours. - Cemtek proposes two shifts, 12-hours each shift, two technicians each shift. - Cemtek will be onsite 24 hours around the clock	\$ 1,600
	1	Lot, 16 hours overtime	

Effective: NTP to 07/01/22
NTE: \$172,998

YTD Available: \$6,221.24 as of 02/25/21



Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707
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Date: February 4, 2021
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To: City of Riverside Public Utilities Department
Attn: Lily Morris
cc: John Corner
Re: CEMS upgrade quote for one simple cycle gas turbine LM2500P,
peaking facility, SCAQMD district USEPA 40CFR60 and
RECLAIM, at the Clear Water facility located in Corona, CA. RFP
No.: 1994.

Break out pricing
Final

Item #	Qty	Quotation Description	Price
3-B	-	Certification support, one (1) mobilization:	\$ 4,199
	2	Days, NOx converter efficiency test, collection of 7-day drift data and RATA supervision	
	1	Lot, certification test protocol and reports for the above tests	
	-	Supplied by Buyer , Subcontractor for a RATA test protocol, and gas RATA for NOx, CO, O2, one (1) mobilization. - RATA test protocol and RATA test report are supplied by a RATA subcontractor	
	-	Supplied by purchaser , Onsite calibration gases for NOx converter efficiency test and collection of 7-day drift data	
13	1	Yearly Hardware maintenance contract for (4) quarterly visits for (3) years, (1) day per visit, (12) visits for three years - Includes 24/7 Hardware phone support - Spare and consumable parts are not included. - annual RATA supports are not included and can quote upon request	\$ 17,400
16-A	1	Day, Cemtek onsite to remove old and install new sample line (8 hour days) including local travel trip (8 hour days) - Include a tool box - One day, two shifts, Two technicians per shift, four technicians total - Customer supplies OSHA approved access to sample ports, scaffolding and/or man-lift to all sample line routing areas.	\$ 5,800
Field Services Subtotal:			\$ 31,899



Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707
 2849 Sterling Drive, Hatfield, PA 19440
 5829 West Sam Houston Parkway North, #707, Houston, TX 77041

888-400-0200
 800-582-1670
 281-729-8228

For Questions contact Michelle Nelson at mnelson@cemteks.com or 714-904-9087
 or Quang Nguyen at Qnguyen@cemteks.com, or 714-437-7100 x 230

Date: February 4, 2021
 Quote No: RCC200123

To: City of Riverside Public Utilities Department
 Attn: Lily Morris
 cc: John Corner

Break out pricing
 Final

Re: CEMS upgrade quote for one simple cycle gas turbine LM2500P,
 peaking facility, SCAQMD district USEPA 40CFR60 and
 RECLAIM, at the Clear Water facility located in Corona, CA. RFP
 No.: 1994.

Item #	Qty	Quotation Description	Price
	-	Extended Warranty: One year from successful CEMS Certification, not to exceed two years from Shipment	No charge
3-E	1	Sales Tax Rate, on Equipment subtotal: 7.750% (Items: 1-A, 1-D, 16, 16-B) - Item 1-C Documentation is not subject to taxes.	\$ 4,633
3-F	1	Lot, Freight to jobsite, LTL Freight Rate:	\$ 550
		Project Total, Equipment taxes are included:	\$ 97,988
		Technical Exceptions and Notes: <ul style="list-style-type: none"> - Customer to supply utilities and operating calibration gases. - Customer is responsible for disposal of removed old equipment. - Cemtek plans to reuse the existing cable tray for sample line installation. - If parts of the existing support can not be re-used, additional new hardware supports for sample lines installation will be billed base on T&M. - ISA grade instrument air 90 psi at 15 scfm for 30 seconds/hr for probe purge operation. - Customer to provide a remote access connection to the DAHS for remote supports. This is requested for software warranty, maintenance, and support. Commercial Notes: <ul style="list-style-type: none"> - Cemtek standard Terms and Conditions apply. - Delivery schedule: Equipment 16-20 weeks ARO for the base bid. - FOB Destination Allowed. 	



Quotation and Scope Of Work

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No.: 1994.

Break out pricing
Final

Item #	Qty	Quotation Description	Price
		<ul style="list-style-type: none">- Warranty: Twelve (12) months from certification or eighteen (18) months from shipment, whichever occurs first.- The validity of this warranty is contingent upon Buyer's onsite technicians receiving Equipment training from Cemtek within 30 days from Start-up of the Equipment. If the Buyer elects to waive training by Cemtek, the warranty shall be null and void.- Bid Validity: May 31, 2021 <p><u>Payment Terms: Net 30</u></p> <ul style="list-style-type: none">- 10% Upon award- 20% Upon delivery of drawings- 30% Upon equipment receipt of CEMTEK Factory- 10% Upon equipment delivery to Clearwater- 10% After Equipment Installation at Clearwater- 10% After completion of CEMS certification test protocol, reports and QAP revisions, (NOx converter efficiency test, collection of 7-day drift data and RATA data)- 10% After completion of punch list items	

Summary of Scope and Expenses
CEMTEK Quote # RCC200123 Final

Pricing Reference	Part	Cost
Item 1-A, 1-B	Stack CEMS Analyzers Software update for the existing CompactLogix PLC and NetDAHS	\$47,076.00
Item 1-C	Documentation	\$1,127.00
Item 1-D	Spare parts, preliminary, recommended, level A&B, consumable spare parts. See Level A & B parts list on the attachment. - 1 year consumables	\$1,550.00
Item 16	75 feet heated sample line, constant power density, 208VAC single phase, 4 tube sample line, PFA & stainless-steel tube material, (2) 3/8" SS and (2) 1/4" SS	\$4,358.00
Item 16-B	Boom Lift 125 ft. budget for 1 week	\$6,795.00
Item 3-E	Corona, California Taxes (7.75%) [Labor/Freight Is Tax-Exempt]	\$4,633.00
	Labor	
Item 3-A	Analyzer installation and start-up: 1 Day, first shift, remove old and install new analyzers, analyzer start-up (8-hour days) including local travel trip 1 Day, second shift, CEMS Start-Up, including local travel trip (8-hour days)	\$2,900.00
Item 3-A-1	Expediting charge: - The City of Riverside requests the install and startup for both analyzers and sample line turned around in 24 hours. - Cemtek proposes two shifts, 12-hours each shift, two technicians each shift. - Cemtek will be onsite 24 hours around the clock 16 hours overtime	\$1,600.00
Item 3-B	Certification support, one (1) mobilization: 2 Days, response time, NOx converter efficiency test, collection of 7-day drift data and RATA supervision Certification test protocol and reports for the above tests	\$4,199.00
Item 13	Yearly Hardware maintenance contract for (4) quarterly visits for (3) years, (1) day per visit, (12) visits for three years - Includes 24/7 Hardware phone support - Spare and consumable parts are not included. - annual RATA supports are not included and can quote upon request	\$17,400.00
Item 16-A	1 Day, Cemtek onsite to remove old and install new sample line (8-hour days) including local travel trip (8-hour days)	\$5,800.00
Item 3-F	Freight to jobsite, LTL Freight Rate:	\$550.00
	Project Total	\$97,988.00



Summary of Scope and Expenses
CEMTEK Quote # RCC200123 Final

Payment Schedule

Payment Terms: Net 30

- 10% Upon award
- 20% Upon delivery of drawings
- 30% Upon equipment receipt of CEMTEK Factory
- 10% Upon equipment delivery at Clearwater facility
- 10% After Equipment Installation at Clearwater
- 10% After completion of CEMS certification test protocol, reports and QAP revisions, (NOx converter efficiency test, collection of 7-day drift data and RATA data)
- 10% After completion of punch list items

Service rates – not to exceed \$25,000 a year:

- Regular Rate: First 8 hrs. worked between 7am and 5pm Mon – Fri
 - OT, Saturday Rate: 8 hrs. > 12 hrs. worked per day Mon – Fri and all-day Saturday
 - DT, Sunday, Holiday Rate: +12 hrs. worked per day and all-day Sunday & Holidays
 - Four-hour minimum charge on all services.
 - All rates above are for hours, all Travel and Living Expenses (including meal allowance of \$55/day) will be billed separately at cost plus 10%. Mileage is charged at \$.65 per mile.
-
- CEMTEK Service rates for **2021** are:
 - \$170 per hour, Regular rate
 - \$265 per hour, Overtime/Saturday rate
 - \$350 per hour, Double Time/ Sunday Rate/Holiday Rate
 - CEMTEK Service rates for **2022** are:
 - \$170 per hour, Regular rate
 - \$265 per hour, Overtime/Saturday rate
 - \$350 per hour, Double Time/ Sunday Rate/Holiday Rate
 - CEMTEK Service rates for **2023** are:
 - \$175 per hour, Regular rate
 - \$275 per hour, Overtime (OT)/Saturday rate
 - \$375 per hour, Double Time (DT)/ Sunday Rate/Holiday Rate





Emissions Monitoring for Compliance and Process Improvement

CEM Systems, CEM Service, Opacity, Flow and CEMS Parts

888-400-0200

www.cemteks.com

West Coast Office

3041 S Orange Ave.
Santa Ana, CA 92707
714-437-7100 phone
714-904-4404 Emergency/After Hours
888-400-0200 Parts/Service
support@cemteks.com

East Coast Office

2849 Sterling Drive
Hatfield, PA 19440
215-996-9200 phone
800-582-1670 Tech support

Service Rate Sheet – Effective January 1, 2021

Service Description	Regular Rate*	OT/Saturday Rate	DT/Sunday & Holiday Rate
CEMS Service Technician	\$ 170/hr	\$ 250/hr	\$ 350/hr
CEMS Service Technician – International Rate	\$ 220/hr	\$ 370/hr	\$ 425/hr
In-House Bench Repair (Analyzers)	\$ 160/hr	\$ 230/hr	\$ 310/hr
CEMS/NetDAHS Edge Engineer/Programmer	\$ 230/hr	\$ 345/hr	\$ 455/hr
Mercury, Ammonia, TDL, FTIR, PM, HCI & HF Monitors Service Technician	\$ 225/hr	\$ 325/hr	\$ 425/hr
Software Service or EDR Support	\$180/hr	\$235/hr	\$355/hr
Training Services – CEMS Hardware Training	\$ 1,800/day		
Training Services – Software, TDL, FTIR or Hg Training	\$ 2,200/day		
Regular Rate: First 8hrs worked between 7am and 5pm Mon – Fri			
OT, Saturday Rate: 8hrs > 12hrs worked per day Mon – Fri and all day Saturday			
DT, Sunday, Holiday Rate: +12hrs worked per day and all-day Sunday & Holidays			
* Regular rates apply to North America including Alaska & Hawaii but excludes all off-shore US territories & possessions (Guam, Puerto Rico, American Samoa, USVI & CNMI)			
Four-hour minimum charge on all services.			
All rates above are for hours, all Travel and Living Expenses (including meal allowance of \$65/day) will be billed separately at cost plus 10%. Mileage is charged at \$.65 per mile.			
Insurance Certificate sent upon receipt of PO			

Effective January 1, 2021



CERTIFICATION TERMS & CONDITIONS:

Prices and schedule for certification, field supervision of testing are based and conditioned upon the following:

1. **NORMAL WORKING DAY** - A normal working day consists of eight (8) hours. Overtime rates shall be applied after the first eight (8) hours worked. It is at Cemtek Environmental's discretion to invoice extra for overtime.
2. **INCLEMENT WEATHER** -Inclement weather is defined as lightening, thunderstorms, strong winds, icing, or any ether severe atmospheric conditions which may endanger Cemtek Environmental personnel and/or equipment, or otherwise have detrimental effect to the test results. The decision regarding whether sampling operations will be conducted or continued, will be at the discretion of Cemtek Environmental. If Cemtek Environmental is unable to conduct testing because weather conditions render such testing unsafe or inaccurate, thereby preventing testing during the scheduled hours of the scheduled days, Purchaser agrees to pay the standby rate.
3. **UTILITIES AND FACILITIES** - In order to avoid delays and standby fees, Purchaser will provide (1): Safe access to the test ports/testing location via ladders, elevators, etc., (2): Protection from hazardous environmental or plant conditions including thunderstorms, toxic gases, etc., and (3): Power requirements. Loss of any utility during any part of the certification program will constitute a four (4) hour delay after the utility has been restored.
4. **PROCESS INFORMATION** - Process data shall be provided by Purchaser in a format suitable for direct inclusion in the final report. If data manipulation or interpretation is required, Purchaser will be billed at the current rate in effect.
5. **UNSUCCESSFUL TEST** - Cemtek Environmental shall not be held responsible for any unsuccessful test due to failure, malfunction, or improper operation of Purchaser's process or control equipment. It is Purchaser's responsibility to have the process, control equipment, and monitoring system operated in a representative manner. Cemtek Environmental may recommend adjustments to the operations, but such action will be at the discretion of Purchaser and in no way render Cemtek Environmental liable.
6. **FACILITY CONDITIONS**
 - a. The combustion source under test must remain on-line and stable during the RA Test Program.
 - b. All constituents must stay below full-scale for the duration of the RA Test Program. If an off scale condition does occur, the test will be aborted and will have to be repeated.
 - c. If the combustion source under test trips, the delay charge will be one hour - plus the time lost by the outage.
 - d. If a combustion source change is required due to a problem, delay charges will be assessed for the actual time required to make the move.
 - e. If Purchaser is responsible for supply of calibration gases and Cemtek Environmental runs out of the calibration gases required to perform the calibration drift test or the cal error test, delay charges win be assessed for the time lost. If the-time lost is expected to exceed three

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(3) days, Cemtek Environmental may remove (at Cemtek Environmental's option) the manpower on site. When calibration gases are again available, Cemtek Environmental will schedule the manpower to finish the remainder of the test.

If calibration gases provided by Purchaser are exhausted during the RA Test Program, delay cost will be incurred. If, at the end of the current week Cemtek Environmental and the testing firm must pull offsite, demobilization and remobilization charges will result.

FLOW GUARANTY: Cemtek Environmental guarantees for availability and certification will extend to flow measurement only if the following conditions are met

- a. The flow measurement system is supplied through Cemtek Environmental.
- b. A flow profile test is run by a qualified firm to determine and/or verify flow conditions at the proposed point of measurement. In addition, Cemtek Environmental Field Representative must be included to witness the tests.
- c. Cemtek Environmental approves the final selection of flow technology and the flow instrument location for each measurement point.
- d. The flow equipment is installed according to Cemtek Environmental's and the flow manufacturer's installation instructions.

Any costs associated with redesign, modification or additions to any ductwork, stack, or vaning required to resolve any flow problems shall be borne by Purchaser.

PERFORMANCE GUARANTEE FOR CEMTEK ENVIRONMENTAL CEM SYSTEMS

Cemtek Environmental guarantees to Purchaser that the original Cemtek Environmental supplied CEM system equipment, subject to the requirements set forth below and upon Notification (Cemtek Environmental notification to Purchaser) that the Startup Inspection is complete and the system is ready for testing:

- a. Shall meet the certification requirements of 40 CFR 60; and
- b. For the first year period ending twelve months after Notification or 18 months after shipment, whichever is earlier, the instrument systems supplied by Cemtek Environmental shall achieve 95% quality-assured data availability as defined in 40 CFR 75. For purposes of this calculation (except for the first 4 hours grace period after a system failure) all system downtime prior to notification to Cemtek Environmental shall be excluded).

The Startup Inspection shall include:

- a. Proof of completion of electrical continuity test. This test shall be performed at the factory for equipment wiring and at the site for wiring completed in the field.
- b. Proof of completion of a piping test. This test shall be performed at the factory for equipment piping and at the site for piping completed in the field.
- c. Proof of completion of a calibration gas audit for each measured component. This test shall be performed at the factory and at the site installed conditions.
- d. Performance of an automatic calibration cycle upon completion of startup.

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These guarantees will be deemed satisfied by successful completion of the Performance Tests in accordance with applicable Cemtek Environmental standard procedures in effect on the date of the proposal. Performance Tests shall be witnessed by Cemtek Environmental within 90 days of the date of Notification. In the event such tests are not conducted within 90 days of this notice or within six (6) months of shipment, whichever is earlier, and through no fault of Cemtek Environmental, the equipment shall be deemed accepted by the Purchaser and in compliance with all requirements.

If the equipment fails to meet the performance guarantees as verified by certified test results, Cemtek Environmental will supply, at its option, repaired or replacement parts pursuant to the delivery terms of the proposal.

The applicability of this guarantee is limited to laws, regulations and interpretations of those laws and regulations (Governing Law) in effect on the date the contract is executed by Cemtek Environmental unless Cemtek Environmental agrees differently in writing. It does not cover any subsequent changes in Governing Law.

Cemtek Environmental's sole guarantees are limited to those contained herein. This guarantee is contingent upon the correctness and accuracy of information provided by Purchaser. It is based upon operating conditions specified in Cemtek Environmental's proposal and upon Purchaser storing, installing, operating and maintaining the equipment in accordance with Cemtek Environmental's written instructions. This guarantee is not applicable to circumstances relating to force majeure. It is also not applicable unless Cemtek Environmental is notified in writing within 15 days of a documented failure.

Cemtek Environmental shall not be liable to Purchaser for special, indirect, incidental or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of replacement power or product, additional expenses incurred in the use of equipment or facilities, or the claims of third parties. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted against Cemtek Environmental, including one arising out of any breach of warranty or guaranty, products liability, negligence, tort, or any other cause of action.

In no event will Cemtek Environmental's aggregate liability for any and all claims, including property damage and personal injury claims, allegedly resulting from breach of contract, tort, or any other theory of liability exceed the total compensation received by Cemtek Environmental from Purchaser under this Contract.

The warranties furnished by Cemtek Environmental as expressly included herein constitute Cemtek Environmental's sole obligation hereunder and are in lieu of any other warranties or guaranties, express or implied, including the warranties of merchantability and/or fitness for a particular purpose.

EXHIBIT "B"
COMPENSATION

Summary of Scope and Expenses
CEMTEK Quote # RCC200123 Final

Pricing Reference	Part	Cost
Item 1-A, 1-B	Stack CEMS Analyzers Software update for the existing CompactLogix PLC and NetDAHS	\$47,076.00
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Item 3-A-1	Expediting charge: - The City of Riverside requests the install and startup for both analyzers and sample line turned around in 24 hours. - Cemtek proposes two shifts, 12-hours each shift, two technicians each shift. - Cemtek will be onsite 24 hours around the clock 16 hours overtime	\$1,600.00
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Item 16-A	1 Day, Cemtek onsite to remove old and install new sample line (8-hour days) including local travel trip (8-hour days)	\$5,800.00
Item 3-F	Freight to jobsite, LTL Freight Rate:	\$550.00
	Project Total	\$97,988.00

As-Needed Repairs \$25,000/yr x 3 yrs

\$75,000

Project Total plus As-Needed Repairs

\$172,988

Summary of Scope and Expenses

CEMTEK Quote # RCC200123 Final

Payment Schedule

Payment Terms: Net 30

- 10% Upon award
- 20% Upon delivery of drawings
- 30% Upon equipment receipt of CEMTEK Factory
- 10% Upon equipment delivery at Clearwater facility
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-
- CEMTEK Service rates for 2021 are:
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 - CEMTEK Service rates for 2023 are:
 - \$175 per hour, Regular rate
 - \$275 per hour, Overtime (OT)/Saturday rate
 - \$375 per hour, Double Time (DT)/ Sunday Rate/Holiday Rate

EXHIBIT "C"

KEY PERSONNEL

None specified.