

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ONTERRIS USA, INC.

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

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this day of , 20 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and ONTERRIS USA, INC. a Delaware corporation authorized to do business in California, formerly known as MONTROSE ENVIRONMENTAL SOLUTIONS, INC., (“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, 2027, and shall remain in effect for five (5) years ending June 30, 2032, 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 Million Seven Hundred Twenty-Three Thousand Eight Hundred Fifteen Dollars (\$1,723,815.00) 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

Riverside Public Utilities
City of Riverside
Attn: Jessica Spiking
5901 Payton Avenue
Riverside, CA 92504

To Consultant

Onterris USA, Inc.
Attn: Karl Lany
1631 E St. Andrew Place
Santa Ana, CA 92705
With copy to:
legal@onterris.com

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.

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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. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **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.

34.1 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.

34.2 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.

34.3 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.

35. **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 THE 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

ONTERRIS USA, INC., a Delaware corporation
authorized to do business in California, formerly
known as MONTROSE ENVIRONMENTAL
SOLUTIONS, INC.

By: _____
City Manager

By: James Laws-Chief Operating Officer
James Laws-Chief Operating Officer (May 28, 2026 12:33:15 PDT)
Print Name: James Laws
Title: Chief Operating Officer

Attest: _____
Donesia Gause
City Clerk

and

By: Nasym Afsari
Print Name: Nasym Afsari
Title: Secretary

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: Ruthann Salera
Ruthann M. Salera
Sr. Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

1.0 STATEMENT OF UNDERSTANDING AND APPROACH

The scope of work for emission measurement 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 1-1 through 1-3, respectively.

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

Parameter	Test Methods	Replicates	Test Duration
NO _x , O ₂ , CO ₂ , 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 1-2
AMMONIA SLIP SOURCE TEST
PROGRAM OVERVIEW**

Parameter	Test Methods	Replicates	Test Duration
NO _x and O ₂	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 1-3
THREE YEAR SOURCE TEST
PROGRAM OVERVIEW**

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

(1) Triplicate, simultaneous canisters

A three-year source test may be performed during the RATA.

Montrose operations maintain the required certifications from SCAQMD and CARB and conform to ASTM D7036-04 in performing Relative Accuracy Test Audits and Source Test Programs as required by EPA 40 CFR, Part 75 as shown in Figures 1-1 through 1-3. It is expected that RATA and ammonia slip testing can be performed by one Project Manager and two Technicians. Additional Technicians and laboratory support will be required for three-year test programs.

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. The team has also obtained SCAQMD permits for all of RPU's power generation facilities and is completely familiar with RPU operations relative to managing SCAQMD compliance. The Montrose consulting team also works closely with SCAQMD during rule development proceedings in support of our clients. In addition to providing on-call environmental consulting services, the consulting team will support test operations with services such as reviewing protocol, providing a master test calendar and notifying SCAQMD of test dates. These services are not generally included in Montrose testing budgets.

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 consists of several tasks at each of the three RPU owned power plants. These tasks are summarized in Table 1-4. The personnel required for these tasks will vary.

**TABLE 1-4
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

City of Riverside
Source Test/RATA/Consulting Services Proposal

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 (If needed) 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.

EXHIBIT “B”
COMPENSATION

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 – EFFECTIVE FISCAL YEARS 2026-2027
MONTROSE AIR QUALITY SERVICES, LLC - SANTA ANA
EMISSION MEASUREMENT PROGRAM**

Task	Comment	Estimated Operation Time, Hours ⁽³⁾	Cost Per Test	Minimum # Per Year	Total Cost ⁽¹⁾⁽⁴⁾
Relative Accuracy Test Audit		8	\$8,658.00	9	\$77,922.00
CO Spiking RATA		4	\$3,222.00	4	\$12,888.00
NH ₃ Slip Test	During RATA	4	\$873.00	9	\$7,857.00
NH ₃ Slip Test	Stand-alone	4	\$4,238.00	--	--
3-Year Source Test ⁽²⁾	During RATA	6	\$6,383.00	5	\$31,915.00
3-Year Source Test	Stand-alone	6	\$8,804.00	--	--
Optional On-Site NH ₃ Analysis		N/A	\$1,567.00	--	--
Estimated Total Annual Cost ⁽¹⁾					\$130,582.00

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

(2) It is expected that two three-year source tests will be performed during FY 2029-2030.

(3) Estimated time of stable unit operation needed to complete each test type.

(4) Pricing for years 2028-2031 are subject to annual price increases, not to exceed 5% per year.

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 2027. Table 5-3 provides Montrose's equipment rental rate schedule for 2027. 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. Personal vehicle mileage is billed at the Federal reimbursement rate (currently \$0.700 per mile), Montrose mobile laboratory mileage is currently billed at \$2.15 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
EMISSION MEASUREMENT SERVICES LABOR RATE SCHEDULE
MONTROSE AIR QUALITY SERVICES, LLC – SANTA ANA
EFFECTIVE FISCAL YEAR 2026-2027

Classification	Hourly Rate ⁽¹⁾
Sr. Consultant	\$295
Client Project Manager	\$230
Field Project Manager/Chemist ⁽²⁾	\$145
Senior Field Technician ⁽²⁾	\$135
Field Technician ⁽²⁾	\$125
Administrative Personnel ⁽²⁾	\$110

(1) Subject to annual increase, not to exceed 5% per year.

(2) 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
EQUIPMENT RENTAL RATES
MONTROSE AIR QUALITY SERVICES, LLC – SANTA ANA
EFFECTIVE FISCAL YEAR 2026-2027**

Equipment	Rate⁽¹⁾
Mobile Emission Measurement Vehicle (NO _x , O ₂ , CO ₂ , CO)	\$1,382 per day
Portable Analyzer (NO _x , O ₂ , CO ₂ , CO)	\$424/day
Hydrocarbon Analyzer	\$386/day
SO ₂ Analyzer	\$289/day
Real Time NO _x /NH ₃ Measurement System	\$848/day
On-Site NH ₃ ISE Analysis System	\$265/day
Non-isokinetic Sampling System	\$226/day
Isokinetic Sampling System	\$265/day
Volatile Organic Compound Sampler (Lung Sampler)	\$106/day
Equipment Truck	\$424/day

(1) Subject to annual increase, not to exceed 5% per year.

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.

TABLE 5-4
ENVIRONMENTAL CONSULTING SERVICES LABOR RATE SCHEDULE
MONTROSE ENVIRONMENTAL SOLUTIONS
EFFECTIVE FISCAL YEAR 2026-2027

Classification	Hourly Rate⁽¹⁾
Director/Principal – <i>Karl Lany, Bill Winchester</i>	\$320
Senior Project Manager	\$292
Project Scientist / Engineer – <i>Cesar Santana</i>	\$219
Staff Scientist / Engineer	\$163
Clerical	\$107

(1) Subject to annual increase, not to exceed 5% per year.

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

[illegible]

EXHIBIT “C”

KEY PERSONNEL

2.0 COMPANY INFORMATION AND PERSONNEL

Montrose Environmental Group, Inc. (MEG), and its subsidiaries are a leading environmental services company focused on supporting commercial and government organizations as they deal with the challenges of today, and prepare for what's coming tomorrow. With more than 2,000 employees across over 70 locations around the world, Montrose combines deep local knowledge with an integrated approach to design, engineering, and operations, enabling the Company to respond effectively and efficiently to the unique requirements of each project. From comprehensive air measurement and laboratory services to regulatory compliance, emergency response, permitting, engineering, and remediation, Montrose delivers innovative and practical solutions that keep its clients on top of their immediate needs – and well ahead of the strategic curve. Location and contact information for MEG and the local branch office is presented in Table 2-1. Montrose Air Quality Services, LLC (MAQS) will provide the necessary emissions measurement services requested by the RFP. Montrose Environmental Solutions (MES) will provide the City of Riverside with exceptional Permitting and Compliance (P&C) services as needed.

**TABLE 2-1
CORPORATE AND LOCAL OFFICE INFORMATION**

Local Branch Office	Corporate Headquarters
Air Quality and Environmental Services 1631 E. St. Andrew Pl. Santa Ana, California 92705 Phone: (714) 279-6777 Website: www.montrose-env.com	Montrose Environmental Group, Inc. 5120 Northshore Drive North Little Rock, Arkansas 72118 Phone: (501) 900-6400 Website: www.montrose-env.com

Key emissions measurement services project management personnel and their titles and contact information are listed in Table 2-2.

**TABLE 2-2
EMISSIONS MEASUREMENT SERVICES
KEY PERSONNEL**

Name	Title	Phone	Email
Kristina Schafer	West Regional Vice President	(425) 894-6728	KSchafer@montrose-env.com
John Peterson	District Manager – Santa Ana	(714) 292-0233	JPeterson@montrose-env.com
Michael Chowsantiphon	Hub Reporting Manager – Santa Ana	(909) 576-7824	MChowsantiphon@montrose-env.com
Patrick Whitman	Client Project Manager	(714) 273-9507	PWhitman@montrose-env.com

MAQS' Santa Ana emission measurement technical staff consists of 41 full-time technical employees whose primary functions include planning, preparing, performing, analyzing, and reporting for emission measurement programs. The staff also consists of 7 full-time employees whose primary function is report preparation and production.

The Santa Ana emission measurement technical staff currently includes 9 full time project managers who are designated as Qualified Individuals to perform testing required by EPA 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.

Key P&C project management personnel and their titles and contact information are listed in Table 2-3.

**TABLE 2-3
ENVIRONMENTAL CONSULTING SERVICES
KEY PERSONNEL**

Name	Title	Phone	Email
Karl Lany	Senior Principle – Santa Ana	(714) 376-6531	klany@montrose-env.com
Bill Winchester	Principal – Santa Ana	(909) 226-1108	bwinchester@montrose-env.com
Edward Krisnadi	Principal – Santa Ana	(909) 261-2927	ekrisnadi@montrose-env.com

Our local environmental consulting services staff consists of ten full time employees whose primary functions include air quality permitting, reporting, regulatory compliance management support, and technical engineering support. The staff includes three South Coast Air Quality Management District (SCAQMD) Certified Permitting Professionals (CPP) and four engineers, 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

MAQS has equipment and facilities for the measurement of emissions from a wide variety of stationary source categories. The equipment based in Santa Ana includes 12 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 NO_x, O₂, CO₂, 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.