

FOURTH AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ECOTEC SOLUTIONS, INC.

Monitoring, Reporting and Associated Operation Services for the
Tequesquite Landfill, Gas Collection System and Flare, Riverside, California (RFP No. 2097)

THIS FOURTH AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Fourth Amendment") is made and entered into this _____ day of _____, _____, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ECOTEC SOLUTIONS, INC., a California corporation ("Consultant"), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated November 4, 2021, for Monitoring, Reporting and Associated Operation Services for the Tequesquite Landfill, Gas Collection System and Flare, Riverside, California (RFP No. 2097) ("Agreement"); and

WHEREAS, the City and Consultant entered into a First Amendment to Professional Consultant Services Agreement dated December 21, 2022 ("First Amendment"), to amend the Scope of Services and add additional Compensation; and

WHEREAS, the City and Consultant entered into a Second Amendment to Professional Consultant Services Agreement dated December 14, 2023 ("Second Amendment"), to amend the Scope of Services and add additional Compensation; and

WHEREAS, the City and Consultant entered into a Third Amendment to Professional Consultant Services Agreement dated June 24, 2024 ("Third Amendment"), to extend the Term of the Agreement to June 30, 2025, and add additional Compensation; and

WHEREAS, the Agreement is set to expire on June 30, 2025; and

WHEREAS, the City and Consultant would like to exercise their second Term extension option under paragraph 2 of the Agreement to extend the Term of the Agreement for one (1) additional one (1)-year term, to June 30, 2026; and

WHEREAS, the City and Consultant would like to add additional Compensation in the amount of Ninety-Four Thousand Eight Hundred Seventy Dollars and Twenty-Two Cents (\$94,870.22), for a total contract amount of Seven Hundred Seventeen Thousand Eight Hundred Six Dollars and Seventy Cents (\$717,806.70) through the extended Term of the Agreement.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 2, Term, is hereby amended to extend the Term of the Agreement to June 30, 2026.

2. Section 3, Compensation/Payment, is hereby amended to increase the Compensation in the amount of Ninety Four Thousand Eight Hundred Seventy Dollars and Twenty-Two Cents (\$94,870.22), for a total contract amount of Seven Hundred Seventeen Thousand Eight Hundred Six Dollars and Seventy Cents (\$717,806.70) through the extended Term of the Agreement.

3. Exhibit "A" of the Agreement is hereby amended and replaced with Exhibit "A-4," attached hereto and incorporated herein by this reference.

4. Exhibit "B" of the Agreement is hereby amended and replaced with Exhibit "B-4," attached hereto and incorporated herein by this reference.

5. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Fourth Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager

Attest: _____
City Clerk

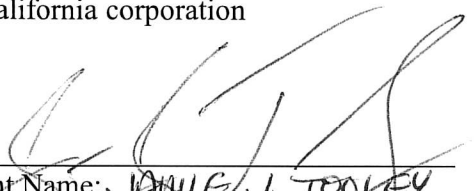
Certified as to Availability of Funds:

By: 
Asst. Chief Financial Officer

Approved as to Form:

By: 
Assistant City Attorney

ECOTEC SOLUTIONS, INC.,
a California corporation

By: 
Print Name: JAMIE J. TOOLEY
Its: VICE PRESIDENT / COO.
(Signature of Board Chair, President, or Vice President)

and


By: 
Print Name: KAY A SCHLOTZFELDT
Its: ASST. CORP. SECRETARY
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

EXHIBIT "A-4"

SCOPE OF SERVICES

Exhibit A – Scope of Work



City of Riverside Public Works
Bobby Gustafson
3900 Main Street
Riverside, CA 92522

February 9, 2024

RE: Extension of the Monitoring, Reporting and Associated Operation Services for the Tequesquite Landfill, Gas Collection System and Flare Riverside, California

Dear Mr. Gustafson,

Thank you for the opportunity to provide the City of Riverside with a proposal to continue the monitoring and reporting services at the Tequesquite Landfill for another year. ECOTEC is prepared and qualified to continue performing all the services. We are looking forward to continuing work for the City under the terms and conditions prescribed by the original Agreement.

ECOTEC's staff has been performing operations, maintenance, monitoring, and reporting services for the Tequesquite Landfill for over fifteen years. During that time, we have been successful in reducing the required monitoring by South Coast Air Quality Management District (SCAQMD) and keeping the system in compliance. ECOTEC has worked with Sun Power through the construction, implementation, and operation of the Photovoltaic Facility onsite. Recently ECOTEC successfully accomplish rigorous additional monitoring required by variance case 6157-2. We look forward to continuing to work with the City to ensure regulatory compliance and site safety.

ECOTEC is an innovative force. We have methane monitoring and detection instrumentation used globally and have developed software specifically for landfill monitoring and reporting which is used by the largest waste company in the US. Our staff has provided landfill engineering and technician training classes both domestically and abroad.

The attached proposal includes a detailed cost of the services for the same scope of services, terms and conditions in the original agreement for RFP 2097. If you have any questions or would like further information, please contact Mitchal Cassel at (909) 906-1001 extension 130.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mitchal Cassel'.

Mitchal Cassel
SVP Engineering
ECOTEC Solutions, Inc.

cc: Jamie Tooley, COO

EXHIBIT "B-4"

COMPENSATION

Exhibit B: Compensation

Cost Task Summary : City of Riverside 2025/2026 Admendment Operations, Maintenance, Monitoring and Repoting Services for the Tequesquite Landfill

Task	Frequency	Monthly Total	Quarterly Total	Annual Total
Routine O&M				
Inspect LFG system for condensate leaks	Weekly	\$280.80	\$842.40	\$3,369.60
Monitor & record flare station operation information	Weekly	\$280.80	\$842.40	\$3,369.60
Monitor all condensate traps	Weekly	\$280.80	\$842.40	\$3,369.60
Monitor, record and adjust extraction wells	Monthly	\$1,826.20	\$5,476.60	\$21,902.40
Monitor and record header sample ports	Semi Monthly		\$842.40	\$3,369.60
LFG Probe monitoring	Monthly	\$280.80	\$842.40	\$3,369.60
Condensate sump system check	Weekly	\$280.80	\$842.40	\$3,369.60
Flare startup/shutdown report	Monthly	\$183.60	\$550.80	\$2,203.20
Monthly operations reporting	Monthly	\$918.00	\$2,754.00	\$11,016.00
Meetings and Coordination	Monthly	\$367.20	\$1,101.60	\$4,406.40
Field Inspection/Drainage report	Monthly	\$140.40	\$421.20	\$1,684.80
Rule 1150.1 Monitoring and Adjusting				
Instantaneous Surface Monitoring and Remonitoring	Quarterly		\$2,948.40	\$11,793.60
Integrated Surface Sampling	Quarterly		\$2,106.00	\$8,424.00
Ambient Air Monitoring	Quarterly		\$280.80	\$1,123.20
Landfill Gas Sampling (Flare Only)	Quarterly		\$84.24	\$336.96
Perimeter Probe Monitoring Sampling	Monthly	\$210.60	\$631.80	\$2,527.20
Quarterly Reporting	Quarterly		\$1,404.00	\$5,616.00
	Sub-Total	\$5,048	\$22,612.84	\$91,251.36
	Discount (10%)	\$504.90	\$2,261.28	\$9,125.14
	Sub- Total	\$4,544.10	\$20,531.56	\$82,126.22
Reimbursables				
Equipment/Calibration Gases/Tadlar Bags	Quarterly		\$200.00	\$804.00
Lab Samples for 1150.1 (6 for 1150.1)	Quarterly		\$3,150.00	\$11,880.00
	Sub- Total		\$3,350.00	\$12,744.00
	Total	\$4,544.10	\$23,881.56	\$94,870.22

NOTE: Invoicing will be submitted on a monthly, progressive basis.

Exhibit C – Key Personnel

Mitchal Cassel, SVP Engineering
ECOTEC Solutions, Inc.
850 S. Via Lata, Suite 115
Colton, CA 92324
(909) 906-1001 (office)
(909) 906-1002 (fax)

Jamie Tooley, COO
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(909) 906-1002 (fax)