

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH MONTROSE AIR QUALITY SERVICES, LLC
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Montrose Air Quality Services, LLC, a Delaware Limited Liability Company ("Consultant").

R E C I T A L S

A. City desires to provide monthly emissions testing, monthly process monitoring, and as needed source testing for natural gas/digester gas engine generators to demonstrate compliance with conditions in the Title V permit for the Laguna Treatment Plant.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement within thirty (30) days of City's receipt of Consultant's invoice at the rates, times and in the manner set forth in

Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two-hundred thousand dollars and no cents (\$200,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 130802-5320.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder. Any audit or inspection under this section shall be with reasonable prior notice to Consultant, conducted during normal business hours and at City's sole cost and expense.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, reasonable defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder,. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that the insurance coverages and limits provided under this Agreement are the coverages and limits specified in Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Heather Johnson
4300 Llano Rd
Santa Rosa, CA 95401
(707) 543-3472

Consultant Representative:

Max Jakovleski
2825 Verne Roberts Circle
Antioch, CA 94509
(925) 680-4300

with a copy to:
Montrose Environmental Group, Inc.
Attn: Legal Department
legal@montrose-env.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a ten (10) days' advanced written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2024.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. For purposes of clarity such confidential or proprietary information shall not include information that (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement, (b) is already known by Consultant prior to entering into this Agreement or is already known by the third party at the time of disclosure, (c) becomes available to the third party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, (d) is independently developed by Consultant as can be proven by legally competent evidence; or (e) is required to be disclosed by law, provided, however, that prior to making any such legally required disclosure, Consultant shall give Owner as much prior notice of the requirement for and contents of such disclosure as is permitted by law and is reasonably practicable under the circumstances. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

- a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. City acknowledges and agrees that Consultant's spreadsheets and data modeling tools (the "Pre-existing Proprietary Information") used to generate City reports and work product are proprietary to and a trade secret of Consultant. Consultant is and shall remain the exclusive owner of the Pre-existing Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to City is granted or implied under this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other

computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights except to the extent that any allegations of actual or alleged improper use or infringement arise from a use or modification by City that is not authorized by the terms of this Agreement. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including reasonable plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and

any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing LLC, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Montrose Air Quality Services, LLC

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: Matt McCune

Print Name: Matt McCune

Title: Vice President _____

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

- Attachments:
- Attachment One - Insurance Requirements
 - Exhibit A - Scope of Services
 - Exhibit B - Compensation

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Karen Donovan
Karen Donovan (Nov 1, 2021 09:41 PDT)
Office of the City Attorney

ATTEST:

Recording Secretary



Transmittal Letter

June 4, 2021

Heather Johnson

Environmental Services Officer
City of Santa Rosa - Water Department
4300 Llano Road
Santa Rosa, CA 95407
Phone No.: (707) 543-3472

Subject: 2021 RFP: Professional Services for Air Emissions Testing at Santa Rosa Water Laguna Treatment Plant
Opportunity Number: OPP-2021-06-03-013513
Document Number: W005AS-013513-PQ-1139

Dear Heather,

Montrose Air Quality Services, LLC (Montrose) would like to thank you for this opportunity to provide The City of Santa Rosa (CoSR) with our proposal and quotation for consolidated emissions testing services at the Laguna Water treatment plant. This proposal has been prepared in response to your written request of May 5, 2021.

Scope Understanding: Montrose understands that the services requested include monthly and annual emissions testing and consulting for a two-year period beginning in the first quarter of 2022. The proposed test program will be conducted on four (4) permitted sources and six (6) permitted abatement devices to determine compliance with provisions of the Major source air permit (Title V Permit) issued to the city by the Bay Area Air Quality Management District (BAAQMD) permit to operate) for plant # 1403.

Montrose has established a quality management system that led to accreditation with ASTM Standard D-7036 (Standard Practice for Competence of Air Emission Testing Bodies). In addition, our project managers have been certified under the qualified source testing individual (QSTI) program instituted by the Source Evaluation Society (SES). Montrose has completed multiple functional assessments for ASTM D7036-04 which were conducted by The American Association for Laboratory Accreditation (A2LA). A2LA granted accreditation for the Montrose quality management system in February 2016. All testing will be overseen and supervised onsite by at least one Qualified Individual, as defined in 40 CFR 72.2. Montrose quality management system performance data is available upon request.

Project Team: Montrose has assembled a team of experienced professionals to support CoSR for this project. The account/client lead (Project Manager) will act as the key point of contact to streamline communication, facilitate scheduling, and coordinate on-site work. Details for the Project Manager is included below.

Name: Finnegan Schall
Telephone: 913-530-4713
Email: FSchall@montrose-env.com

Work Plan

Montrose's Understanding of the Project

The scope of work has been designed based on our review and understanding of the EPA and BAAQMD rules and regulations. Tables one and two summarize the proposed testing which will adhere to promulgated EPA reference source test methods or other agency test methods appropriately, and the Montrose Quality Manual.

There are four aspects of CoSR's compliance obligations that are covered under this proposal:

1. Monthly emissions testing will be performed on internal combustion engines that are in-service for routine usage by the facility, described as sources S-200, S-201, S-202 and S-203 in the Title V permit. Monthly measurements will be performed for the following constituents: CO, NO_x (ppmvd, @ 15% O₂).
2. Monthly process monitoring will be performed for abatement device A-201 in order to determine gas conditioning system efficacy. This will be accomplished either by
 - A. Obtaining samples of digester gas using a summa canister (or similar) with off-site laboratory analysis for siloxane.
 - or**
 - B. Use of a portable GC/MS and sample probe to obtain real-time measurements of siloxane.
3. As-needed source testing will be performed to demonstrate compliance with conditions in the Title V permit for sources S-200, S-201, S-202 and S-203. Testing will be performed in compliance with 40 CFR 60 subpart JJJJ. Measurements will be performed for the following constituents:
 - Volumetric flow rate, Fuel, (dscfm); dry (% volume)
 - O₂, CO₂, N₂, CH₄ and NMOC (% volume dry) Fuel
 - Volumetric flow rate, Exhaust, (dscfm); dry (% volume)
 - O₂, CO, NO_x, CH₄ and NMOC (% volume dry) Exhaust
 - Emissions Rate (ER) NO_x, CO (grams per BHP/hour)
4. Additional tests that may be requested by the city on an as-needed basis to gather additional emissions data.

The test program is divided into the following five tasks. The tasks include the development and submittal of the source test protocol for agency approval, equipment/personnel preparation and mobilization, performance of the field tests, laboratory responsibilities, and the completion and submittal of the test report.

Project Approach

Task 1: Safety and Planning & Protocol

Site specific safety orientation and training will commence upon the first day of arrival and every day thereafter on site as needed. Any training that can be conducted remotely beforehand will be completed prior to mobilization to the job site.

A formal compliance source test protocol (STP) will be written for submittal to the BAAQMD as needed. Preparation and review of STP will provide coordination and understanding among all concerned parties. Organization of the project schedule and liaison with agency personnel are included in this task.

An electronic copy of the protocol will be submitted to CoSR for distribution to the various regulatory agencies and/or end users. It is understood that all protocol drafts are to be reviewed by CoSR at least 45 days prior to mobilization. The final versions will incorporate all pertinent review comments from the draft STP and will be submitted immediately following receipt of all review comments. The BAAQMD requires thirty (30) days to review all test protocols as well as a seven (7) day written notification prior to the start of any testing.

The STP will outline the test methods and procedures, sample run durations, sampling apparatus, process descriptions, sampling locations, the testing schedule, and any information the BAAQMD will need to approve the test program, where necessary. A Field Work Safety Plan will also be prepared, as required by the Montrose Injury and Illness Prevention Plan, for use by the test team.

Task 2: Test Preparation and Mobilization/Travel/Set-Up/Demobilization

A qualified Montrose test team will mobilize to the site, set-up the testing equipment, and conduct the testing as described in this proposal. Upon completion of testing, the test team will tear-down the equipment and demobilize from the site. The test team will consist of One (1) Client Project Manager assisted by One (1) Field Project Manager and One to Two (1-2) Technicians based on the type of testing that is to be performed.

Task 3: On-Site Testing

Testing will include determination of stack concentrations and mass emissions rates according to the requirements of the permit. The test methods and procedures are listed in Table One below. The tentative test schedule is presented in Table Two.

TABLE ONE PROPOSED EMISSION TEST PARAMETERS AND METHODS

Test Parameter	Reference Method	Analytical Approach
Oxygen (O ₂)	EPA 3A	Paramagnetism
Carbon dioxide (CO ₂)	EPA 3A	Non-dispersive infrared
Carbon monoxide (CO)	EPA 10	Gas filter correlation
Nitrogen oxides (NO _x as NO ₂)	EPA 7E	Chemiluminescence
Volatile Organic Compounds (VOC) Total Hydrocarbons (THC)	EPA 18 EPA 25A	Gas chromatography Flame ionization detection
Moisture content	EPA 4	Wet impingement
Volumetric flow rate	EPA 1-4	Wet Impingement
<i>Periodic</i> * Fuel analysis	ASTM D-1945/3588	Gas chromatography

* 'Periodic' source test requirements are assumed to be annual for cost estimating purposes in this proposal

Task 4: Laboratory Analysis

This task includes all laboratory analyses, sample custody and shipment, and lab report review. Montrose personnel will collect and submit all samples associated with this project to a qualified laboratory and will ensure the analyses are provided within the sample hold time to meet the reporting schedule. All laboratory results will be made available to CoSR upon receipt of the laboratory data if requested.

Task 5: Standard Reporting (deliverable) and EPA ERT (if applicable)

An electronic version of the draft report will be submitted to CoSR for review within fourteen (14) days of the conclusion of the testing. The final version will be submitted to CoSR no more than twenty eight (28) days from completion of the testing. All reports shall include a table of results, permit limits and compliance analysis. The final report will incorporate all pertinent review comments.

An electronic copy of the final reports will be submitted to CoSR for distribution to the various regulatory agencies and/or end users. The report will include a summary of results, descriptions of test procedures used, a description of the sources and their operation, raw field data, equipment calibrations, and other quality assurance documentation in accordance with the agency’s reporting guidance and the Montrose Quality Manual. Bound paper copies of protocols or reports may be requested at any time subject to a \$115 per copy charge. Note that EPA Electronic Reporting Tool (ERT) post-test reporting services, if needed, are not included in this proposal.

Project/Test Schedule

TABLE TWO: PROPOSED TEST SCHEDULE - MONTHLY

Day	Parameter	Runs	Run Duration
-30	Coordinate with City Staff to determine upcoming test dates	-- --	-- --
7	Verify Test dates with site operations personnel, submit notification to the BAAQMD	-- --	-- --
1	Travel, Site safety training, Set up	--	--
1	<u>Test Engines in Routine Use:</u> <u>S-200 Source Test*</u> CO, NO _x (at 15 % O ₂) - Average <u>S-201 Source Test*</u> CO, NO _x (at 15 % O ₂) – Average <u>S-202 Source Test*</u> CO, NO _x (at 15 % O ₂) – Average <u>S-203 Source Test*</u> CO, NO _x (at 15 % O ₂) - Average	1 1 1 1	15 minutes 15 Minutes 15 Minutes 15 Minutes
1-14	Data submittal to Environmental Contact	--	--

Note: *Monthly testing is to only be performed on engines that are in routine use per requirements on plant #1403 PTO.

Exhibit B



2825 Verne Roberts Circle
Antioch, CA 94509

Lump Sum Quotation

The lump sum quotation represents the amount to be invoiced for the proposed testing as described in this document. The costs are detailed below and include all labor, equipment, parts, calibration gases, shipping, per diem, transportation costs, and other miscellaneous items required to successfully conduct the emission tests.

Cost Breakdown		
	Monthly Testing	Annual / Periodic Testing
Safety	\$ 50	\$ 250
Planning and Protocol	\$ 99	\$ 1,030
Test Preparation	\$ 396	\$ 950
Mobilization/Travel/Set Up/Demobilization	\$ 396	\$ 2,439
On-Site Testing	\$ 1,607	\$ 6,073
Laboratory Analysis	\$ 729	\$ 3,143
Standard Reporting	\$ 99	\$ 2,100
EPA ERT	\$ 0	\$ As Needed
Total	\$ 3,376	\$ 15,985

Progress invoices will be issued incrementally in the form of two invoices: (1) the first invoice is issued after completion of the field work and includes project management, preparation, equipment fees, specialized rentals, mobilization, performance of the field work, and analytical tasks, and (2) the second invoice includes the reporting and ERT (if applicable) and is issued upon delivery of the final report, or five business days following delivery of the draft report. Time and materials (T&M) and optional testing may be invoiced separately.

Should changes in scope become necessary (e.g. remobilization, out of scope, standby time, etc.), the lump sum quotation will be adjusted according to the standard fee schedule for source testing attached, plus all applicable lab fees, equipment and expenses. Note that overtime rates shall be invoiced when applicable. It is understood that out of scope work will need client authorization prior to commencement.

Rate Schedule

Pursuant to the requirements of the bid, Montrose is including our rate schedule below for the proposed testing as described in this document.

EFFECTIVE JANUARY 1, 2021

<u>Field Testing Personnel</u>	<u>Hourly Rate (\$)</u>
Consultant.....	235
Client Project Manager.....	200
Field Project Manager.....	160
Senior Technician.....	140
Field Technician.....	100
<u>Support Personnel</u>	<u>Hourly Rate (\$)</u>
Senior Office Worker.....	135
Office Worker.....	95
<u>Overtime Rate</u>	<u>Hourly Rate (\$)</u>
Over 8 hours per day or between 40 and 60 hours per week.....	Standard Rate x 1.5
Over 12 hours per day or over 60 hours per week.....	Standard Rate x 2.0
<i>Note: MAQS also accounts for overtime meeting the "consecutive day" rules.</i>	
<u>Overhead Direct Costs</u>	<u>Unit Rate (\$)</u>
Per Diem.....	225/day
Mobile Lab Vehicle Mileage.....	1.50/mile
Other Overhead Direct Costs, including analytical costs.....	Cost Plus 15%
<u>Testing Equipment Fees</u>	<u>Daily Rate (\$)</u>
Mobile Laboratory, no CEMS.....	355
Chase vehicle - (mileage charged separately at \$0.75/mile)	125
Portable Sampling System.....	205
Data Acquisition System.....	105
Strip Chart Recorders.....	105
O2 Analyzer (calibration gases charged separately for all analyzers)	130
CO2 Analyzer.....	130
CO Analyzer.....	180
NOX Analyzer.....	180
SO2 Analyzer.....	205
THC Analyzer.....	305
FTIR Analyzer (on site)	755
Gas Chromatograph (on site).....	755
Heated sample line.....	105
Isokinetic Sampling System - Complete.....	255
Non-Isokinetic Pump & Meter.....	180
VOST Meter Box.....	230
201A / OTM-027 Cyclone / Cascade Impactor.....	130
Impinger Set.....	105
Midget Impinger Assembly.....	155
Lung Sampler.....	105
Tedlar Bags (each).....	40



QUOTATION

2825 Verne Roberts Circle
 Antioch, CA 94509
 925 680 4300
 www.montrose-env.com

Date 6/4/2021
 Project Number W005AS-XXXXXX-PQ-YYY
 Project Manager Finnegan Schall / Max Jakovleski

City of Santa Rosa - Water Department
 Heather Johnson
 4300 Llano Road
 Santa Rosa, CA 95407
 (707) 543 3472

Description of Work

Project Name: Laguna Wastewater Treatment Plant - Compliance testing

Full SOW: Mobilization + 4 Motors (Annual Compliance Test Protocol)

Proposed Lump Sum Services

Item #	Quantity	Item Description	Unit Price	Amount
1	1	Safety	250.00	250.00
2	1	Planning & Protocol	1,030.00	1,030.00
3	1	Test Preparation	950.00	950.00
4	1	Mob/Travel/Set Up/DeMob	2,439.00	2,439.00
5	1	On-Site Testing	6,073.00	6,073.00
6	1	Lab Analysis	3,143.00	3,143.00
7	1	Standard Reporting	2,101.00	2,101.00
8	1	EPA ERT	-	-
Total			\$	15,986.00

Standby Fees

Hourly T&M per Rate Sheet
 Daily T&M per Rate Sheet

Postponement / Cancellation Fee

Less than two weeks (14 days) prior to a scheduled test date 1,599
 Less than one week (7 days) prior to a scheduled test date 3,997

Item Number	Quantity	Item	Hours	Labor	ODC	Equipment	G&A	Line Price
1	1	Safety	2	\$250	\$0	\$0	\$0	\$250
2	1	Planning & Protocol	6	\$1,030	\$0	\$0	\$0	\$1,030
3	1	Test Preparation	10	\$950	\$0	\$0	\$0	\$950
4	1	Mob/Travel/Set Up/DeMob	13	\$1,463	\$850	\$0	\$127	\$2,439
5	1	On-Site Testing	36	\$2,300	\$637	\$3,040	\$96	\$6,073
6	1	Lab Analysis	0	\$0	\$2,950	\$0	\$193	\$3,143
7	1	Standard Reporting	14	\$2,020	\$70	\$0	\$11	\$2,101
8	1	EPA ERT	0	\$0	\$0	\$0	\$0	\$0
Total			81	\$8,013	\$4,507	\$3,040	\$426	\$15,985



Fee Schedule for Source Testing
Effective January 1, 2021

Field Test Personnel

	<u>Hourly Rate (\$)</u>
Consultant.....	235
Client Project Manager.....	200
Field Project Manager.....	160
Senior Technician.....	140
Field Technician.....	100

Support Personnel

	<u>Hourly Rate (\$)</u>
Senior Office Worker.....	135
Office Worker.....	95

Overtime Rate for Hourly Employees

	<u>Hourly Rate (\$)</u>
Over 8 hours per day or between 40 and 60 hours per week.....	Standard Rate x 1.5
Over 12 hours per day or over 60 hours per week.....	Standard Rate x 2.0

Note: MAQS also accounts for overtime meeting the "consecutive day" rules.

Overhead Direct Costs

	<u>Unit Rate (\$)</u>
Per Diem.....	225/day
Mobile Lab Vehicle Mileage.....	1.50/mile
Other Overhead Direct Costs, including analytical costs.....	Cost Plus 15%

Testing Equipment Fees

	<u>Daily Rate (\$)</u>
Mobile Laboratory, no CEMS.....	355
Chase vehicle - (mileage charged separately at \$0.75/mile).....	125
Portable Sampling System.....	205
Data Acquisition System.....	105
Strip Chart Recorders.....	105
O ₂ Analyzer (calibration gases charged separately for all analyzers).....	130
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CO Analyzer.....	180
NO _x Analyzer.....	180
SO ₂ Analyzer.....	205
THC Analyzer.....	305
FTIR Analyzer (on site).....	755
Gas Chromatograph (on site).....	755
Heated sample line.....	105
Isokinetic Sampling System - Complete.....	255
Non-Isokinetic Pump & Meter.....	180
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201A / OTM-027 Cyclone / Cascade Impactor.....	130
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Lung Sampler.....	105
Tedlar Bags (each).....	40

Progress invoices will be issued incrementally in the form of two invoices: (1) project management, preparation, equipment fees and specialized rentals, mobilization, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report, or five business days following delivery of the draft report. Time and materials (T&M) and optional testing may be invoiced separately.

Should changes in scope become necessary (e.g. remobilization, out of scope, standby time, etc.), the lump sum quotation will be adjusted according to the standard fee schedule for source testing attached, plus all applicable lab fees, equipment and expenses. Note that overtime rates shall be invoiced when applicable. It is understood that out of scope work will need client authorization prior to commencement. The attached Standard Terms and Conditions shall apply to all services.

In addition, the following terms and conditions for source testing shall apply:

Process Information: The client shall provide accurate process information in a manner acceptable to the regulatory agency and in sufficient detail to perform the necessary test calculations and complete the pertinent regulatory agency forms.

Safety Training: Time spent for plant required safety orientation or training longer than 30 minutes in duration will accrue additional charges at the per-person, per-hour standby rate, plus expenses.

Drug Testing: Drug testing or physical examinations required by the client or plant, which are not covered by Montrose company policy will be invoiced at the per-person, per-hour standby rate, plus the cost of the drug test or examination.

Postponement: If the client postpones or reschedules a test, all expenses incurred for the preparation and travel that must be repeated prior to the actual test will be invoiced. If the postponement is made less than two weeks prior to a scheduled test date, Montrose reserves the right to charge the client an additional fee of 10% of the estimated project price. If the project is postponed less than a week before the scheduled test date, Montrose reserves the right to charge the client an additional fee of 25% of the estimated project price.

Standby Fees: If the test team arrives on site and cannot test due to causes beyond the control of Montrose (i.e., client's process or equipment delays, inclement weather, etc.); standby fees will be charged at the normal Montrose labor rates.

Cancellation: If the client cancels testing after a purchase order is issued or a test scheduled, Montrose will charge a cancellation fee plus expenses incurred for travel and/or preparation expenses incurred. The cancellation fee will follow the same schedule described in Postponement above.

Audit Samples: Montrose shall not be responsible or held liable for an unsuccessful test resulting from failed audit sample analysis conducted by a third-party subcontracted laboratory. Montrose's liability under such circumstances shall be limited to the actual cost of the audit sample analysis, and shall not extend to cost of procurement of the audit samples or any costs associated with re-testing, whether or not such re-testing is required by any regulatory agency or official.

Inclement Weather: Inclement weather is defined as lightning, thunderstorms, strong winds, icing, or other atmospheric conditions that may endanger or cause damage to Montrose personnel and/or equipment or otherwise adversely affect the test results. The decision to conduct or postpone sampling operations will be at the discretion of the Montrose test team leader. Should weather conditions preclude safe testing during the scheduled hours and days the client will be invoiced at the per-person, per-hour standby rate, plus expenses.

DOT Driving Requirements: All source sampling companies, are subject to and must comply with local and Federal Department of Transportation (DOT) regulations. The regulations include specific 'hours of service' provisions with which our employees/drivers must adhere to. Montrose does not quote projects to exceed the on-duty time; however, if the applicable 14-hour and/or the 60-hour rules are exceeded due to out of scope work or delays, driving DOT vehicles will not be permitted. In this case, an extra-night stay over may be required. The client will then be invoiced at the per-person, per-day standby rate, plus expenses.

Limitations of Liability: Montrose shall not be responsible for an unsuccessful test due to failure, malfunction, or improper operation of the client's process and/or control equipment. The client is responsible for having the process and/or control equipment operating in a representative manner. Montrose may recommend adjustments to equipment operation, but such action will be at the discretion of the client and will in no way render Montrose liable.

Montrose is committed to the successful completion of this project on time and within the specified cost. If this quotation is acceptable to you in its present form, please submit your purchase order information so that we may secure the test dates. Upon receipt of the purchase order, we will commence the performance of the services described herein. Should you have any questions or comments regarding this quotation, please do not hesitate to call me. Thank you again for the opportunity.

Finnegan Schall / Max Jakovleski
Fschall@montrose-env.com
925 680 4300

Standard Terms and Conditions

I. SCOPE

Montrose Air Quality Services, LLC (through itself or its affiliates or subsidiaries) ("Montrose") agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Montrose shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in the proposal in accordance with the compensation provisions set forth therein. Unless otherwise agreed, Montrose shall, at its sole discretion, invoice Client incrementally upon execution of services in the form of two bills: (1) delivery of the test protocol, preparation, equipment fees, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report(s) or five days after delivery of the draft report(s). Montrose shall invoice Client any remaining amounts due, including but not limited to out of scope charges, delay time or other fees, upon completion of the final report(s) or five days after delivery of the draft report(s).

Time-related charges will be made in accordance with the billing rate referenced in the proposal or agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, Montrose's standard billing rates shall apply. Unless otherwise agreed, Client agrees to pay within 30 days of the presentation of any invoice submitted by Montrose hereunder. Payments not received within 30 days of the invoice date will accrue a late payment charge of 1.5% per month on the unpaid balance of the invoice.

Montrose shall also be entitled to reimbursement from Client of expenses, including attorney's fees and court costs, which may be incurred in collecting any overdue payments. Payment is not contingent on payment from another party.

III. RESPONSIBILITY

Montrose is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Montrose shall perform the services in accordance with the usual and customary care and accepted practices in effect when the services are rendered.

Montrose's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Montrose is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. Montrose does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations. Further, Montrose is not responsible, in any capacity, for Client's failure to comply with any laws or regulations or for damages or penalties of any type sought or assessed, including attorney's fees and expenses, from any source.

IV. FORCE MAJEURE

Montrose, its officers, employees and agents, shall not be liable for its failure to perform hereunder or for any loss or damage due to any failure of delay from any cause beyond the reasonable control of Montrose. This includes but is not limited to: acts of God, war (declared or undeclared) terrorist attacks, civil commotion, tornadoes, embargoes, epidemics, fires, floods, strikes, testing difficulties, shortage of chemicals, materials, or other equipment, acts or omissions by Client, acts or omissions of suppliers or vendors, acts or omissions of governmental authorities, or changes to any applicable governmental laws or regulations.

V. INDEMNIFICATION

Client agrees to indemnify Montrose and its officers, directors, subsidiaries, employees and affiliates for any losses (including reasonable fees and expense incurred, including reasonable attorney fees), arising out of or related to any legal action or claim resulting from any services provided by Montrose, to which Montrose is not a party and to the extent Montrose is found not to be at fault in connection with such claim or legal action.

VI. LIMITATION OF LIABILITY

MONTROSE (TOGETHER WITH ITS EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, AGENTS AND AFFILIATES) SHALL BE LIABLE ONLY FOR THE PROVEN DIRECT AND IMMEDIATE DAMAGE CAUSED BY MONTROSE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF SERVICES IN CONNECTION WITH AN ORDER. MONTROSE'S LIABILITY HEREUNDER SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-AND-A-HALF TIMES THE TOTAL FEES PAID TO MONTROSE OVER THE LAST 12 MONTHS UNDER THIS AGREEMENT. IN NO EVENT SHALL MONTROSE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MONTROSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

VII. INSURANCE

Montrose shall maintain during the life of the Agreement the following minimum insurance:

- 1 Commercial general liability including bodily injury, property damage, owners and contractors protective, products/completed operations, contractual and personal injury. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- 2 Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- 3 Statutory worker's compensation and employers' liability insurance as required by state law.
- 4 Professional liability insurance with limits of not less than \$1,000,000.

VIII. SUBCONTRACTS

Montrose shall be entitled, to the extent determined to be appropriate by Montrose, to subcontract any portion of the work to be performed under this Agreement.

IX. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Client without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Montrose as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

XI. CHOICE OF LAW/JURISDICTION

This agreement shall be administered and interpreted under the laws of the state in which the Montrose office responsible for the project is located. Jurisdiction of litigation arising from the agreement shall be in that state.

XII. SEVERABILITY

If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Montrose hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Montrose's performance of its services hereunder.

XIV. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. WORK PRODUCT

Montrose and Client recognize that Montrose's work product submitted in performance of this Agreement is intended only for the project covered by this Agreement. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Montrose against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XVI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Montrose may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Montrose may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with the Proposal.

XVII. TERMINATION OF WORK

Either party at any time, upon reasonable written notice to the other party, may terminate the services hereunder. Upon such termination, Client shall pay Montrose all the amounts it owed hereunder for performance up to the date of termination, plus, if such termination is not due to Montrose's default under this Agreement, reasonable expenses incurred by Montrose as a result of such termination.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Montrose Client Account Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.



QUOTATION

2825 Verne Roberts Circle
 Antioch, CA 94509
 925 680 4300
 www.montrose-env.com

Date 6/4/2021
 Project Number W005AS-XXXXXX-PQ-YYY
 Project Manager Finnegan Schall / Max Jakovleski

City of Santa Rosa - Water Department
 Heather Johnson
 4300 Llano Road
 Santa Rosa, CA 95407
 (707) 543 3472

Description of Work

Project Name: Laguna Wastewater Treatment Plant - Compliance testing - Monthly

Monthly Compliance Testing - Assumes Analysis of Digester Gas by GCMS at Laboratory after collection of inlet and outlet in Summa Canisters (Modified TO-15 analysis for Siloxanes)

Proposed Lump Sum Services

Item #	Quantity	Item Description	Unit Price	Amount
1	1	Safety	50.00	50.00
2	1	Planning & Protocol	99.00	99.00
3	1	Test Preparation	396.00	396.00
4	1	Mob/Travel/Set Up/DeMob	396.00	396.00
5	1	On-Site Testing	1,607.00	1,607.00
6	1	Lab Analysis	729.00	729.00
7	1	Standard Reporting	99.00	99.00
8	1	EPA ERT	-	-
Total			\$	3,376.00

Standby Fees

Hourly T&M per Rate Sheet
 Daily T&M per Rate Sheet

Postponement / Cancellation Fee

Less than two weeks (14 days) prior to a scheduled test date 338
 Less than one week (7 days) prior to a scheduled test date 844

Project Number
W005AS-XXXXXX-PQ-YYY

Select One:
 Minimum Montrose Pricing
 Enter Other Cost below:

Item Number	Quantity	Item	Hours	Labor	ODC	Equipment	G&A	Line Price
1	1	Safety	1	\$50	\$0	\$0	\$0	\$50
2	1	Planning & Protocol	1	\$99	\$0	\$0	\$0	\$99
3	1	Test Preparation	4	\$396	\$0	\$0	\$0	\$396
4	1	Mob/Travel/Set Up/DeMob	4	\$396	\$0	\$0	\$0	\$396
5	1	On-Site Testing	4	\$399	\$120	\$1,070	\$18	\$1,607
6	1	Lab Analysis	0	\$0	\$645	\$0	\$84	\$729
7	1	Standard Reporting	1	\$99	\$0	\$0	\$0	\$99
8	1	EPA ERT	0	\$0	\$0	\$0	\$0	\$0
Total			14	\$1,439	\$765	\$1,070	\$102	\$3,376



Fee Schedule for Source Testing
Effective January 1, 2021

Field Test Personnel

	<u>Hourly Rate (\$)</u>
Consultant.....	235
Client Project Manager.....	200
Field Project Manager.....	160
Senior Technician.....	140
Field Technician.....	100

Support Personnel

	<u>Hourly Rate (\$)</u>
Senior Office Worker.....	135
Office Worker.....	95

Overtime Rate for Hourly Employees

	<u>Hourly Rate (\$)</u>
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Note: MAQS also accounts for overtime meeting the “consecutive day” rules.

Overhead Direct Costs

	<u>Unit Rate (\$)</u>
Per Diem.....	225/day
Mobile Lab Vehicle Mileage.....	1.50/mile
Other Overhead Direct Costs, including analytical costs.....	Cost Plus 15%

Testing Equipment Fees

	<u>Daily Rate (\$)</u>
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Chase vehicle - (mileage charged separately at \$0.75/mile).....	125
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Safety Training: Time spent for plant required safety orientation or training longer than 30 minutes in duration will accrue additional charges at the per-person, per-hour standby rate, plus expenses.

Drug Testing: Drug testing or physical examinations required by the client or plant, which are not covered by Montrose company policy will be invoiced at the per-person, per-hour standby rate, plus the cost of the drug test or examination.

Postponement: If the client postpones or reschedules a test, all expenses incurred for the preparation and travel that must be repeated prior to the actual test will be invoiced. If the postponement is made less than two weeks prior to a scheduled test date, Montrose reserves the right to charge the client an additional fee of 10% of the estimated project price. If the project is postponed less than a week before the scheduled test date, Montrose reserves the right to charge the client an additional fee of 25% of the estimated project price.

Standby Fees: If the test team arrives on site and cannot test due to causes beyond the control of Montrose (i.e., client's process or equipment delays, inclement weather, etc.); standby fees will be charged at the normal Montrose labor rates.

Cancellation: If the client cancels testing after a purchase order is issued or a test scheduled, Montrose will charge a cancellation fee plus expenses incurred for travel and/or preparation expenses incurred. The cancellation fee will follow the same schedule described in Postponement above.

Audit Samples: Montrose shall not be responsible or held liable for an unsuccessful test resulting from failed audit sample analysis conducted by a third-party subcontracted laboratory. Montrose's liability under such circumstances shall be limited to the actual cost of the audit sample analysis, and shall not extend to cost of procurement of the audit samples or any costs associated with re-testing, whether or not such re-testing is required by any regulatory agency or official.

Inclement Weather: Inclement weather is defined as lightning, thunderstorms, strong winds, icing, or other atmospheric conditions that may endanger or cause damage to Montrose personnel and/or equipment or otherwise adversely affect the test results. The decision to conduct or postpone sampling operations will be at the discretion of the Montrose test team leader. Should weather conditions preclude safe testing during the scheduled hours and days the client will be invoiced at the per-person, per-hour standby rate, plus expenses.

DOT Driving Requirements: All source sampling companies, are subject to and must comply with local and Federal Department of Transportation (DOT) regulations. The regulations include specific 'hours of service' provisions with which our employees/drivers must adhere to. Montrose does not quote projects to exceed the on-duty time; however, if the applicable 14-hour and/or the 60-hour rules are exceeded due to out of scope work or delays, driving DOT vehicles will not be permitted. In this case, an extra-night stay over may be required. The client will then be invoiced at the per-person, per-day standby rate, plus expenses.

Limitations of Liability: Montrose shall not be responsible for an unsuccessful test due to failure, malfunction, or improper operation of the client's process and/or control equipment. The client is responsible for having the process and/or control equipment operating in a representative manner. Montrose may recommend adjustments to equipment operation, but such action will be at the discretion of the client and will in no way render Montrose liable.

Montrose is committed to the successful completion of this project on time and within the specified cost. If this quotation is acceptable to you in its present form, please submit your purchase order information so that we may secure the test dates. Upon receipt of the purchase order, we will commence the performance of the services described herein. Should you have any questions or comments regarding this quotation, please do not hesitate to call me. Thank you again for the opportunity.

Finnegan Schall / Max Jakovleski
Fschall@montrose-env.com
925 680 4300

Standard Terms and Conditions

I. SCOPE

Montrose Air Quality Services, LLC (through itself or its affiliates or subsidiaries) ("Montrose") agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Montrose shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in the proposal in accordance with the compensation provisions set forth therein. Unless otherwise agreed, Montrose shall, at its sole discretion, invoice Client incrementally upon execution of services in the form of two bills: (1) delivery of the test protocol, preparation, equipment fees, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report(s) or five days after delivery of the draft report(s). Montrose shall invoice Client any remaining amounts due, including but not limited to out of scope charges, delay time or other fees, upon completion of the final report(s) or five days after delivery of the draft report(s).

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Montrose shall also be entitled to reimbursement from Client of expenses, including attorney's fees and court costs, which may be incurred in collecting any overdue payments. Payment is not contingent on payment from another party.

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Montrose's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Montrose is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. Montrose does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations. Further, Montrose is not responsible, in any capacity, for Client's failure to comply with any laws or regulations or for damages or penalties of any type sought or assessed, including attorney's fees and expenses, from any source.

IV. FORCE MAJEURE

Montrose, its officers, employees and agents, shall not be liable for its failure to perform hereunder or for any loss or damage due to any failure of delay from any cause beyond the reasonable control of Montrose. This includes but is not limited to: acts of God, war (declared or undeclared) terrorist attacks, civil commotion, tornadoes, embargoes, epidemics, fires, floods, strikes, testing difficulties, shortage of chemicals, materials, or other equipment, acts or omissions by Client, acts or omissions of suppliers or vendors, acts or omissions of governmental authorities, or changes to any applicable governmental laws or regulations.

V. INDEMNIFICATION

Client agrees to indemnify Montrose and its officers, directors, subsidiaries, employees and affiliates for any losses (including reasonable fees and expense incurred, including reasonable attorney fees), arising out of or related to any legal action or claim resulting from any services provided by Montrose, to which Montrose is not a party and to the extent Montrose is found not to be at fault in connection with such claim or legal action.

VI. LIMITATION OF LIABILITY

MONTROSE (TOGETHER WITH ITS EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, AGENTS AND AFFILIATES) SHALL BE LIABLE ONLY FOR THE PROVEN DIRECT AND IMMEDIATE DAMAGE CAUSED BY MONTROSE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF SERVICES IN CONNECTION WITH AN ORDER. MONTROSE'S LIABILITY HEREUNDER SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-AND-A-HALF TIMES THE TOTAL FEES PAID TO MONTROSE OVER THE LAST 12 MONTHS UNDER THIS AGREEMENT. IN NO EVENT SHALL MONTROSE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MONTROSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

VII. INSURANCE

Montrose shall maintain during the life of the Agreement the following minimum insurance:

- 1 Commercial general liability including bodily injury, property damage, owners and contractors protective, products/completed operations, contractual and personal injury. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- 2 Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- 3 Statutory worker's compensation and employers' liability insurance as required by state law.
- 4 Professional liability insurance with limits of not less than \$1,000,000.

VIII. SUBCONTRACTS

Montrose shall be entitled, to the extent determined to be appropriate by Montrose, to subcontract any portion of the work to be performed under this Agreement.

IX. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Client without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Montrose as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

XI. CHOICE OF LAW/JURISDICTION

This agreement shall be administered and interpreted under the laws of the state in which the Montrose office responsible for the project is located. Jurisdiction of litigation arising from the agreement shall be in that state.

XII. SEVERABILITY

If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Montrose hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Montrose's performance of its services hereunder.

XIV. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. WORK PRODUCT

Montrose and Client recognize that Montrose's work product submitted in performance of this Agreement is intended only for the project covered by this Agreement. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Montrose against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XVI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Montrose may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Montrose may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with the Proposal.

XVII. TERMINATION OF WORK

Either party at any time, upon reasonable written notice to the other party, may terminate the services hereunder. Upon such termination, Client shall pay Montrose all the amounts it owed hereunder for performance up to the date of termination, plus, if such termination is not due to Montrose's default under this Agreement, reasonable expenses incurred by Montrose as a result of such termination.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Montrose Client Account Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the address stated in the proposal.



QUOTATION

2825 Verne Roberts Circle
 Antioch, CA 94509
 925 680 4300
 www.montrose-env.com

Date 7/9/2021
 Project Number W005AS-XXXXXX-PQ-YYY
 Project Manager Finnegan Schall / Max Jakovleski

City of Santa Rosa - Water Department
 Heather Johnson
 4300 Llano Road
 Santa Rosa, CA 95407
 (707) 543 3472

Description of Work

Project Name: Laguna Wastewater Treatment Plant - Compliance testing
 Partial SOW: Mobilization + 2 Motors (Annual Compliance Test Protocol)

Proposed Lump Sum Services

Item #	Quantity	Item Description	Unit Price	Amount
1	1	Safety	250.00	250.00
2	1	Planning & Protocol	690.00	690.00
3	1	Test Preparation	950.00	950.00
4	1	Mob/Travel/Set Up/DeMob	1,989.00	1,989.00
5	1	On-Site Testing	5,528.00	5,528.00
6	1	Lab Analysis	1,868.00	1,868.00
7	1	Standard Reporting	1,601.00	1,601.00
8	1	EPA ERT	-	-
Total			\$	12,876.00

Standby Fees

Hourly T&M per Rate Sheet
 Daily T&M per Rate Sheet

Postponement / Cancellation Fee

Less than two weeks (14 days) prior to a scheduled test date 1,288
 Less than one week (7 days) prior to a scheduled test date 3,219

Item Number	Quantity	Item	Hours	Labor	ODC	Equipment	G&A	Line Price
1	1	Safety	2	\$250	\$0	\$0	\$0	\$250
2	1	Planning & Protocol	4	\$690	\$0	\$0	\$0	\$690
3	1	Test Preparation	10	\$950	\$0	\$0	\$0	\$950
4	1	Mob/Travel/Set Up/DeMob	9	\$1,013	\$850	\$0	\$127	\$1,989
5	1	On-Site Testing	18	\$1,755	\$637	\$3,040	\$96	\$5,528
6	1	Lab Analysis	0	\$0	\$1,750	\$0	\$118	\$1,868
7	1	Standard Reporting	10	\$1,520	\$70	\$0	\$11	\$1,601
8	1	EPA ERT	0	\$0	\$0	\$0	\$0	\$0
Total			53	\$6,178	\$3,307	\$3,040	\$351	\$12,875



Fee Schedule for Source Testing
Effective January 1, 2021

Field Test Personnel

Consultant.....	235
Client Project Manager.....	200
Field Project Manager.....	160
Senior Technician.....	140
Field Technician.....	100

Hourly Rate (\$)

Support Personnel

Senior Office Worker.....	135
Office Worker.....	95

Hourly Rate (\$)

Overtime Rate for Hourly Employees

Over 8 hours per day or between 40 and 60 hours per week.....	Standard Rate x 1.5
Over 12 hours per day or over 60 hours per week.....	Standard Rate x 2.0

Hourly Rate (\$)

Note: MAQS also accounts for overtime meeting the "consecutive day" rules.

Overhead Direct Costs

Per Diem.....	225/day
Mobile Lab Vehicle Mileage.....	1.50/mile
Other Overhead Direct Costs, including analytical costs.....	Cost Plus 15%

Unit Rate (\$)

Testing Equipment Fees

Mobile Laboratory, no CEMS.....	355
Chase vehicle - (mileage charged separately at \$0.75/mile).....	125
Portable Sampling System.....	205
Data Acquisition System.....	105
Strip Chart Recorders.....	105
O ₂ Analyzer (calibration gases charged separately for all analyzers).....	130
CO ₂ Analyzer.....	130
CO Analyzer.....	180
NO _x Analyzer.....	180
SO ₂ Analyzer.....	205
THC Analyzer.....	305
FTIR Analyzer (on site).....	755
Gas Chromatograph (on site).....	755
Heated sample line.....	105
Isokinetic Sampling System - Complete.....	255
Non-Isokinetic Pump & Meter.....	180
VOST Meter Box.....	230
201A / OTM-027 Cyclone / Cascade Impactor.....	130
Impinger Set.....	105
Midget Impinger Assembly.....	155
Lung Sampler.....	105
Tedlar Bags (each).....	40

Daily Rate (\$)

Progress invoices will be issued incrementally in the form of two invoices: (1) project management, preparation, equipment fees and specialized rentals, mobilization, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report, or five business days following delivery of the draft report. Time and materials (T&M) and optional testing may be invoiced separately.

Should changes in scope become necessary (e.g. remobilization, out of scope, standby time, etc.), the lump sum quotation will be adjusted according to the standard fee schedule for source testing attached, plus all applicable lab fees, equipment and expenses. Note that overtime rates shall be invoiced when applicable. It is understood that out of scope work will need client authorization prior to commencement. The attached Standard Terms and Conditions shall apply to all services.

In addition, the following terms and conditions for source testing shall apply:

Process Information: The client shall provide accurate process information in a manner acceptable to the regulatory agency and in sufficient detail to perform the necessary test calculations and complete the pertinent regulatory agency forms.

Safety Training: Time spent for plant required safety orientation or training longer than 30 minutes in duration will accrue additional charges at the per-person, per-hour standby rate, plus expenses.

Drug Testing: Drug testing or physical examinations required by the client or plant, which are not covered by Montrose company policy will be invoiced at the per-person, per-hour standby rate, plus the cost of the drug test or examination.

Postponement: If the client postpones or reschedules a test, all expenses incurred for the preparation and travel that must be repeated prior to the actual test will be invoiced. If the postponement is made less than two weeks prior to a scheduled test date, Montrose reserves the right to charge the client an additional fee of 10% of the estimated project price. If the project is postponed less than a week before the scheduled test date, Montrose reserves the right to charge the client an additional fee of 25% of the estimated project price.

Standby Fees: If the test team arrives on site and cannot test due to causes beyond the control of Montrose (i.e., client's process or equipment delays, inclement weather, etc.); standby fees will be charged at the normal Montrose labor rates.

Cancellation: If the client cancels testing after a purchase order is issued or a test scheduled, Montrose will charge a cancellation fee plus expenses incurred for travel and/or preparation expenses incurred. The cancellation fee will follow the same schedule described in Postponement above.

Audit Samples: Montrose shall not be responsible or held liable for an unsuccessful test resulting from failed audit sample analysis conducted by a third-party subcontracted laboratory. Montrose's liability under such circumstances shall be limited to the actual cost of the audit sample analysis, and shall not extend to cost of procurement of the audit samples or any costs associated with re-testing, whether or not such re-testing is required by any regulatory agency or official.

Inclement Weather: Inclement weather is defined as lightning, thunderstorms, strong winds, icing, or other atmospheric conditions that may endanger or cause damage to Montrose personnel and/or equipment or otherwise adversely affect the test results. The decision to conduct or postpone sampling operations will be at the discretion of the Montrose test team leader. Should weather conditions preclude safe testing during the scheduled hours and days the client will be invoiced at the per-person, per-hour standby rate, plus expenses.

DOT Driving Requirements: All source sampling companies, are subject to and must comply with local and Federal Department of Transportation (DOT) regulations. The regulations include specific 'hours of service' provisions with which our employees/drivers must adhere to. Montrose does not quote projects to exceed the on-duty time; however, if the applicable 14-hour and/or the 60-hour rules are exceeded due to out of scope work or delays, driving DOT vehicles will not be permitted. In this case, an extra-night stay over may be required. The client will then be invoiced at the per-person, per-day standby rate, plus expenses.

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Montrose shall be entitled, to the extent determined to be appropriate by Montrose, to subcontract any portion of the work to be performed under this Agreement.

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These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Client without the prior written consent of the other.

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This agreement shall be administered and interpreted under the laws of the state in which the Montrose office responsible for the project is located. Jurisdiction of litigation arising from the agreement shall be in that state.

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If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

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The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. WORK PRODUCT

Montrose and Client recognize that Montrose's work product submitted in performance of this Agreement is intended only for the project covered by this Agreement. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Montrose against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XVI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Montrose may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Montrose may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with the Proposal.

XVII. TERMINATION OF WORK

Either party at any time, upon reasonable written notice to the other party, may terminate the services hereunder. Upon such termination, Client shall pay Montrose all the amounts it owed hereunder for performance up to the date of termination, plus, if such termination is not due to Montrose's default under this Agreement, reasonable expenses incurred by Montrose as a result of such termination.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Montrose Client Account Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
4. Pollution Liability	(contact Risk Mgmt for limits and whether pollution insurance required – if not required, remove this requirement)	If the work involves lead-based paint or asbestos identification/remediation, the policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the policy must not contain mold exclusion and the definition of "Pollution" in the policy must include microbial matter, including mold.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



ADDITIONAL REMARKS SCHEDULE

AGENCY Newport Beach, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Montrose Environmental Group, Inc. **See Attached Named Insured List** 1 Park Plaza, Suite 1000 Irvine, CA 92614
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:
RE: PROFESSIONAL SERVICES**

The General Liability, Automobile Liability and Excess Liability will include The City of Santa Rosa, its officers, agents, employees and volunteers as Additional Insured when required by written contract per the attached endorsements. The above referenced policies will include a blanket waiver of subrogation in favor of The City of Santa Rosa, its officers, agents, employees and volunteers and applies when required by written contract per the attached endorsements. Primary and Non-Contributory wording applies when required by written contract per the attached endorsements.

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

The following wholly owned subsidiaries of Montrose Environmental Group, Inc.
are included as Named Insureds:

Legal Name	DBAs *
Enthalpy Analytical, LLC	Prism Analytical Technologies First Analytical Laboratories Montrose Environmental Solutions
Nautilus Environmental, Inc.	Enthalpy Analytical, LLC
Envirosystems, Incorporated	Enthalpy Analytical, LLC
Air, Water and Soil Laboratories, Inc.	
Montrose Air Quality Services, LLC	Prism Analytical Technologies Montrose Environmental Solutions
ES Engineering Services, LLC	Montrose Environmental Solutions
FRS Environmental Remediation, Inc	The FGS Group Montrose Environmental Solutions
PARS Environmental, Inc.	Montrose Environmental Solutions
Advanced GeoServices Corp.	Montrose Environmental Solutions
MSE Group, LLC	
Analytical Environmental Services	Montrose Environmental Solutions
Environmental Planning Specialists, Inc.	Montrose Environmental Solutions
Montrose Water and Sustainability Services, Inc.	Montrose Environmental Solutions
Leymaster Environmental Consulting, LLC	
Montrose Services, LLC	
Montrose Measurements and Analytics, LLC	
Montrose Environmental Solutions, LLC	
Montrose Planning & Permitting, LLC	
Montrose Waste-To-Resources, LLC	
Emerging Compounds Treatment Technologies, Inc.	
Montrose Environmental Group Ltd.	
Montrose Foreign Holdings, Inc.	
Montrose Environmental Group AB	
Montrose Environmental Group GmbH	
Advanced GeoServices Engineering & Geology P.C.	

The Center for Toxicology and Environmental Health, LLC	
CTEH Leasing, LLC	
CTEH Properties, LLC	
CTEH Government Services, LLC	
CTEH IT Services, LLC	
Vista Analytical Laboratories, Inc.	
Environmental Intelligence, LLC	
SensibleIoT, LLC	

**Subsidiaries may use DBAs/alternate names and/or actual legal names*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required by written contract with named insured.	Blanket when specifically required by written contract with named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” cause, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)

Blanket when specifically required in a written contract with the named insured.
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- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1.** The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2.** The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

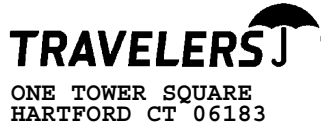
PROVISIONS

- 1.** The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2.** The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 00 03 01 (A) - 001

POLICY NUMBER: UB-4K096269

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

- 1. Alternate Employer Address: 1 PARK PLAZA, SUITE 1000, IRVINE, CA, 92614
2. State of Special or Temporary Employment: AL AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MI MS MN MO MT NE NV NH NJ NM NY NC OK OR PA RI SC SD TN TX UT VT VA WV WI MA
3. Contract or Project

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2020 Policy No. Endorsement No. Insured Premium \$ Insurance Company Countersigned by



ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 01 (00) – 001**

POLICY NUMBER: UB-4K096269

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO PROVIDE THIS INSURANCE FOR BI TO YOUR EMPLOYEES WHILE IN THE COURSE OF SPECIAL OR TEMP EMPLOYMENT BY SUCH PERSON ORG, IF SIGNED BEFORE ALL SUCH BI OCCURS	1 PARK PLAZA, SUITE 1000 , IRVINE , CA , 92614	AL AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MI MS MN MO MT NE NV NH NJ NM NY NC OK OR PA RI SC SD TN TX UT VT VA WV WI MA



ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 006

POLICY NUMBER: **UB-4K096269-20-43-G**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

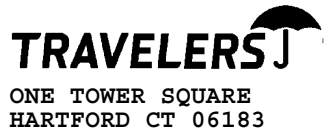
SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 006

POLICY NUMBER: UB-4K096269-20-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization:

Any person or organization for which the insured has agreed to by written contract executed prior to loss to furnish this waiver.

Job Description

ANALYTICAL TESTING

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

Dr. Shirley N. Weber California Secretary of State

- [About](#)
- [Business](#)
- [Notary & Authentications](#)
- [Elections](#)
- [Campaign & Lobbying](#)
- [State Archives](#)
- [Registries](#)
- [News](#)
- [Contact](#)

Business Entities (BE)

Business Search - Entity Detail

Online Services

[File LLC Statement of Information](#)

[File Corporation Statement of Information](#)

[Business Search](#)

[Publicly Traded Disclosure Search](#)

[Current Processing Dates](#)

Service Options

[Name Availability](#)

[Forms, Samples & Fees](#)

[Statements of Information \(annual/biennial reports\)](#)

[Filing Tips](#)

[Information Requests \(certificates, copies & status reports\)](#)

[Service of Process](#)

[FAQs](#)

[Contact Information](#)

Resources

[Business Resources](#)

The California Business Search is updated daily and reflects work processed through Wednesday, July 28, 2021. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

201403110059 MONTROSE AIR QUALITY SERVICES, LLC

Registration Date: 01/28/2014

Jurisdiction: DELAWARE

Entity Type: FOREIGN

Status: ACTIVE

Agent for Service of Process: [CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE, \(C1592199\)](#)

To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.

Entity Address: 1 PARK PLAZA, SUITE 1000

IRVINE CA 92614

Entity Mailing Address: 1 PARK PLAZA, SUITE 1000

IRVINE CA 92614

LLC *

Management

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of January.

[Certificate of Status](#)

Document Type


File Date




PDF

- [Tax Information](#)
- [Starting A Business Checklist](#)
- [FTB Nonprofit Dissolution](#)
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* Indicates the information is not contained in the California Secretary of State's database.

Note: If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

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Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

19-E63516

FILED

In the office of the Secretary of State
of the State of California

DEC 13, 2019

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)
MONTROSE AIR QUALITY SERVICES, LLC

2. 12-Digit Secretary of State File Number 201403110059	3. State, Foreign Country or Place of Organization (only if formed outside of California) DELAWARE
---	--

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 1 Park Plaza, Suite 1000	City (no abbreviations) Irvine	State CA	Zip Code 92614
b. Mailing Address of LLC, if different than item 4a 1 Park Plaza, Suite 1000	City (no abbreviations) Irvine	State CA	Zip Code 92614
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 1 Park Plaza, Suite 1000	City (no abbreviations) Irvine	State CA	Zip Code 92614

5. Manager(s) or Member(s) If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
b. Entity Name - Do not complete Item 5a Montrose Environmental Group, Inc.			
c. Address 1 Park Plaza, Suite 1000	City (no abbreviations) Irvine	State CA	Zip Code 92614

6. Service of Process (Must provide either Individual **OR** Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box		City (no abbreviations)	State CA
c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE (C1592199)			

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Air quality services.

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address		City (no abbreviations)	State CA

9. The Information contained herein, including any attachments, is true and correct.

12/13/2019

Nasym Afsari

AUTHORIZED PERSON

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []








PSA Montrose

Final Audit Report

2021-11-01

Created:	2021-10-25
By:	Priscilla Reyes (preyes@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPtb_gv7naMnKr4KtOhaxhgd19Gaolfbc

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