

AGREEMENT FOR SERVICES

This Agreement is made and entered into on December 5, 2022, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and **MONTROSE ENVIRONMENTAL SOLUTIONS, INC.**, (hereinafter referred to as the “**CONSULTANT**”).

RECITALS

WHEREAS, **CITY** requires professional services to Conduct South Coast Air Quality Management District (SCAQMD) Rule 1150.1 Testing Compliance and Routine Monthly Monitoring and Reporting Services at Vista Grande Park; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I **SCOPE OF SERVICES; TERM**

1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit “A” (the documents contained in Exhibit “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and

all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that CITY may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on July 1, 2022 and continue through June 30, 2025. This agreement may be renewed for two (2) additional one-year extensions, upon mutual agreement in writing by both **CITY** and **CONSULTANT**; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II **RESPONSIBILITIES OF CONSULTANT**

2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

For the first three (3) years of this agreement, except as provided in this section, **CONSULTANT** shall receive compensation for all services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed the amount of Seventy-Two Thousand, Three-Hundred Fifty-Five dollars and Forty cents (\$72,355.40) annually as specified in Exhibit "B", without specific advance written approval the of **CITY'S** Project Representative.

For the two (2) one-year options of renewal under this agreement, the amounts specified and attached in Exhibit "B", shall be subject to review and may be adjusted as warranted upon mutual agreement in writing by both **CITY** and **CONSULTANT**.

CONSULTANT shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

3.2 Payment of Compensation.

CONSULTANT shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from July 1, 2022, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV **INSURANCE**

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) Commercial General Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or

reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous

coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONSULTANT shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

ARTICLE V **TERMINATION AND INDEMNIFICATION**

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.2 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT**

by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY'S** sole risk and without liability or legal expense to **CONSULTANT**.

5.6 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONSULTANT**, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

ARTICLE VI
GENERAL PROVISIONS

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY MANAGER
 CITY OF LA HABRA
 P.O. Box 337
 La Habra, CA 90631

TO CONSULTANT: Mr. Dane Nygaard, Senior Manager
 Montrose Environmental Solutions, Inc.
 1631 E. Saint Andrew Place
 Santa Ana, CA 92705

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall

contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

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

6.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

CONSULTANT shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA:

MONTROSE ENVIRONMENTAL SOLUTIONS, INC.:

Jim Sadro, City Manager

Dane Nygaard, Senior Manager

APPROVED AS TO FORM:

ATTEST:

Richard D. Jones, City Attorney

Rhonda Barone, CMC, Asst. City Clerk

EXHIBIT "A"
SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

	Tel: 831-768-3147 e-mail: nlockwood@ci.watsonville.ca.us
City of Santa Monica	Mr. James Velez-Conway Office of Sustainability and the Environment - City of Santa Monica 2500 Michigan Avenue Tel: 310-458-8711 e-mail: james.conway@smgov.net

We have been providing the services to our clients with whom we have had long working relationships. Montrose can provide many additional project descriptions if requested. Brief project descriptions are provided in **Appendix B**.

5.0 SCOPE OF WORK

5.1 General Approach

Montrose’s approach to monitoring and maintenance of the Landfill gas collection and control system (GCCS) projects is simple: **Be proactive!** We believe that good, proactive, timely approach to monitoring and troubleshooting helps to keep the site in compliance with the regulatory requirements. Methane exceedance in the compliance probes can and will happen at times because of the circumstances such as changes in site conditions including site cover porosity, settlement, rain or irrigation infiltration causing additional landfill gas generation, variations in barometric pressure during prolonged weather fronts, and due to offsite sources. Where Montrose has demonstrated our capabilities in the past is in our ability to quickly address any exceedance issues and make the required alterations to the system. Where an offsite source appears to be the source of methane exceedance, Montrose works closely with the regulatory agencies to demonstrate that and help prevent issue of Notice of Violation for the site.

We have implemented a procedure where we perform additional monitoring when circumstances that cause increased risk of offsite gas migration occur. We also believe that experienced operators should be able to foresee, analyze, and take action to fix the problem! We believe in communicating with our client and reporting the steps that would need to be taken to prevent and solve gas migration and exceedance issues. We have a long working/ communication history with the South Coast Air Quality District (SCAQMD), and Local Enforcement Agencies (LEAs), and believe that our approach has saved our clients from getting Notice of Violation (NOV), or better yet, rescinding the NOV, if they already have one! As stated before, we were the first consultants, who received a Termination of NOV from the LEA in a very short time.

Montrose will use our experienced technicians to do the monitoring and troubleshooting of the GCCS at the Landfill. We intend to do excellent work for the City, as we have been doing since 2000, and have done for our other long term happy clients. To the extent possible, we do our routine monitoring during the first part of the month and/ or quarter. This allows us time to take action to correct problems before



they are in the reports without follow up results showing how proactive monitoring has remedied the problem.

The following scope of work has been developed based on our project understanding and the schedule of monitoring events provided in the RFP.

5.2 Project Understanding

Vista Grande Park is located on top of the La Habra Disposal Station #11 Landfill. The Site is located at the corner of Idaho Street and Lambert Road, and can be accessed through the Lambert Road gate, approximately 400 feet east of the corner of Lambert Road and Idaho Street, or from the Vista Grande Park parking lot on Las Lomas Drive. The entire park comprises approximately 18 acres. On the north, east, and west sides the terrain slopes sharply down from the deck to an elevation of between 240 and 250 ft, which is the approximate level with the roads bordering the park. The Landfill was operated by the County of Orange Waste Management from about 1949 to 1959, and was used to dispose of municipal solid waste. The refuse is about 35-40 feet deep with a mass of about 111,000 tons. The Landfill was capped and closed in 1962. After many years as a closed site, the City developed about 10 acres into Vista Grande Park. Differential settlement of refuse caused the park surface to deteriorate; subsequently its use declined. In 2000, subsurface landfill gas monitoring probes were installed to determine if methane gas was migrating from the site. Probe monitoring indicated that methane gas was present in several areas along the eastern perimeter. As a result, the City constructed a GCCS to control subsurface LFG migration.

In early 2016, Montrose noticed a leak from the bottom of one of the carbon tanks. Upon further inspection, the tank bottom was found to be corroded with a hole in the bottom. On May 6, 2016, Montrose removed and safely disposed of the old carbon tanks, and replaced them with two new carbon tanks. The system is now performing to the permits specifications.

The GCCS consists of five vertical wells, one horizontal well, two 1,000 pounds (lbs) of activated carbon vessels, one 1/2 horsepower blower, one vent stack, one sump, and a 1,000 gallon condensate water holding tank. The GCCS is permitted to extract 42 SCFM of LFG which is routed to the Vent Stack. There are seventeen (17) single depth and multi-depth compliance monitoring probes at the landfill's boundary.

5.3 Routine Operations and Maintenance Field Tasks

The routine scope of work for monitoring, maintenance and troubleshooting, and reporting requirements for the Landfill includes: Operations and maintenance of the gas collection wellfield and compliance probes; Operation and maintenance of the activated carbon and sulfa treat systems, and; Monitoring and reporting in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1150.1.



As a subsidiary of Montrose has been providing these services to the City since 2000 and has been doing similar work for many city and county landfills for decades. We take pride of the fact that our clients are long term and happy with our work.

Montrose’s senior personnel assigned to this project have extensive experience in the field of landfill gas collection system design, operation and maintenance of the systems, regulatory compliance and reporting. As stated before, our approach to monitoring and maintenance of the GCCS projects is simple: ***We are proactive!*** This is what we do and we are well known for our expertise. We understand the importance of the LFG system proper operation for the safety of the environment. Most of projects were brought to us where lack of understanding the nature of landfill gas generation and movement, and need for effective control of the gas have caused issues of regulatory and environmental concerns resulting in Notice of Violations. We will provide all operation, maintenance, and monitoring services for the existing LFG control system at the site. We have assigned engineers and senior field technician well trained in monitoring, operation and maintenance and troubleshooting of landfill gas collection and control systems in accordance with the existing SCAQMD permits, requirements, and approvals. We understand that the landfill and the LFG Control system are to be operated in compliance with the South Coast Air Quality Management District (SCAQMD) Rule 1150.1 Compliance Plan.

Montrose also understands that during the first quarter of 2023, the City will be breaking ground to build new amenities at the site. Improvements will include an expanded landfill gas system and new landfill cap. In addition, three out of the twelve gas monitoring wells will be modified as part of the improvements. At the appropriate times, Montrose anticipates replacing the irrigation control boxes at each well with monitoring well vaults under a separate agreement. Monitoring and sampling will be scheduled to minimize impacts to the construction activities.

The routine scope of work for monitoring, maintenance and troubleshooting the GCCS, and reporting requirements for Vista Grande Park includes monthly, quarterly and annual tasks. A description of the tasks is provided in the following sections.

5.3.1 Monthly Monitoring Tasks

Probes and Well Field Monitoring

In sequence, Montrose will monitor the perimeter compliance probes and the gas extraction wells. Knowing methane concentrations in the gas probes allows us to make gas well adjustments as they are monitored. The monthly monitoring event is performed over one day during the first two weeks of the month. Each well, the wellhead and control assembly, the sump and all other components of the system are monitored/ checked to verify that they are tight and functioning properly. We check the vacuum at the blower and in the landfill gas collection headers to verify that vacuum is constant. We use a GEM 5000, RKI Eagle, or equivalent gas monitor for LFG well and probe monitoring. A TSI thermal anemometer or equivalent is used to measure landfill gas flow from the wells and a PID is used to measure non-methane



hydrocarbons removal by the carbon canisters. The water holding tank is checked for level and the need to call for pickup is evaluated.

Blower Station Operation and Maintenance

The current operating blower / vent stack station consists of the following equipment:

- Two 1000-lb carbon canisters,
- One 1/3 hp blower,
- One exhaust vent stack,
- Associated flow, temperature and vacuum/pressure instruments.

General Maintenance

Routine maintenance at a minimum shall include;

- Monitor the blower station and include operating information in the monthly report,
- The blower performance shall be checked for abnormal operation. If problems are found or suspected, corrective action shall be reported in the monthly report,
- Check the water level in the condensate water sump,
- Check all valves,
- Check blower station environment cutting down weeds and removing trash regularly,
- Insure data recorders are operating properly,
- Check the water level in the condensate water tank. Arrange for and coordinate water removal and disposal when the tank is 80% full,
- Drain water from the carbon canisters,
- Arrange for and coordinate carbon replacement as needed, and
- Monitor the gas quality before the carbon canisters, between the carbon canisters and after the blower, and check the flow before the carbon canisters.

5.3.2 Quarterly Monitoring Tasks

Montrose will perform Instantaneous Surface Monitoring (ISM) and Integrated Surface Sampling (ISS), and Main Header monitoring and Sampling on a quarterly basis in accordance with the SCAQMD Rule 1150.1. All monitoring equipment will be calibrated daily prior to the startup of the work. The following tasks will be performed during the surface emission monitoring event.

Instantaneous Surface Monitoring (ISM)

Instantaneous surface monitoring (ISM) will be conducted over the entire accessible disposal area to identify the locations of areas with excessive landfill gas emissions. Landfill gas emissions will be monitored using a Thermo TVA 1000B portable flame ionization detector (FID) or equal, calibrated prior to the start of the work, while walking a pre-established pattern at a speed of 1 to 2 feet per second. At all times the monitoring probe tip will be maintained at approximately 0 to 3 inches above the landfill



surface. The locations with total organic compounds (TOC) concentration as methane in parts per million by volume (ppmv) will be marked and recorded on the Walk Route Map. Any readings exceeding 200 ppmv at areas of cap failure or fissures, wellheads, etc., will be recorded, the area will be flagged, and the City will be notified for cap repairs. Repairs must be completed within 10 days of notification.

Once the area of exceedance has been repaired, Montrose will retest the area within 10 days to verify that outflow has been remediated.

Integrated Surface Monitoring (ISS)

Montrose will perform ISS over a pre-established grid pattern on the landfill. ISS will be conducted when the landfill is dry and average wind speed is 5 mph or less, and the instantaneous wind speed is 10 mph or less. During sample collection, the sample tip will be maintained between 0 to 3 inches above the landfill surface, as the technician walks at a speed of 2-3 miles per hour over a 2,600 linear-foot walking pattern within the grid. The sample will be collected in a 10-liter Tedlar bag that is enclosed in a light sealed box. Each Tedlar bag will be monitored for TOC using a Thermo TVA 1000B portable flame ionization detector (FID) or equal calibrated prior to the start of the work. If no grids exceed 25 ppmv TOC, the two grids with the highest detectable average concentration of TOC will then be sampled and the samples will be submitted to the laboratory with a Chain-of-Custody record for analysis for SCAQMD 1150.1 Table 1 Toxic Air Contaminants (TACs), percent methane and hydrogen sulfide.

Main Gas Header Monitoring

During each quarter, Montrose will monitor the main header leading into the treatment center using a GEM 5000 and PID for gas quality; flow may be verified using a TSI anemometer for flow. A sample will be collected from the LFG in a 1-liter Tedlar bag using a vacuum sample box. The sample will be submitted to a State-certified laboratory for analysis for hydrogen sulfide, toxic air contaminants (TACs), methane, and total non-methane organic compounds (TNMOCs) as methane. Sampling and analysis will be performed as specified in approved SCAQMD Rule 1150.1 Permit. Sampling will be performed during one of the monthly monitoring events each quarter.

5.3.3 Semi-Annually Monitoring Tasks

On a semi-annual basis, Montrose will perform ambient air sampling and analysis. The upwind and downwind samples will be collected simultaneously over two 12-hour periods beginning between 9:00 a.m. and 10:00 a.m., and 9:00 p.m. and 10:00 p.m. on the same day. Wind speed and direction will be recorded continuously to verify that the meteorological criteria have been met during sampling.

The sampling equipment will consist of a 10-liter Tedlar bag, a DC-operated pump, Teflon fitting/tubing, flow meter, and bypass valve. Samples collected will be submitted to a State-certified laboratory for analysis for hydrogen sulfide, TACs, methane, and TNMOCs as methane. Sampling and analysis will be performed as specified in approved SCAQMD Rule 1150.1 Permit.

5.3.4 Annual Monitoring Tasks



Annual Source Test

According to Rule 1150.1 (d)(1)(c), the landfill control system shall route the collected gas to a control system designed and operated to either reduce non-methane organic compounds (NMOC) by at least 98 percent by weight or reduce the outlet NMOC concentration to less than 20 ppmv, dry basis as hexane at 3 percent oxygen. Therefore, an annual source test is required to verify the control efficiency of the activated carbon and removal of Non Methane Organic Compounds (NMOCs) from the gas. Montrose will perform the annual source test per the SCAQMD Rule 1150.1 (d)(1)(C)(i) and Permit to Operate F92777. All source testing and analytical methods will be submitted to the SCAQMD for approval at least 30 days prior to start of tests¹.

Probe Sampling and Analysis

The 1150.1 Permit for the site requires annual sampling of one of the perimeter probes for analysis for TACs. Montrose will sample one of probe with the highest methane concentration for laboratory analysis on an annual basis. The sample will be collected in a Tedlar bag and will be submitted under Chain-of-Custody to a State-certified laboratory for analysis.

Annual Landfill Cover Inspection

Per the requirements of the Regional Water Quality Control Board (RWQCB) (letter dated June 23, 2004), Montrose will visually inspect the cover prior to the wet season of each year. The inspection will be performed by one of Montrose's professional geologist with extensive experience in landfill cover inspection and CQA inspection of the significant repairs. The City will be notified of cracks, settlement or ponding that are observed immediately via phone call and e-mail with a map showing the locations of the areas of concern. Areas repaired by the City will be reinspected prior to preparing the report for submittal to the RWQCB.

5.4 Reporting Requirements

5.4.1 Monthly Reports

Montrose will prepare Monthly Reports that will document the monitoring results, and corrective actions taken, if any, during each month. The report will contain introduction, an executive summary, a summary of the site background, a summary of the operations of the previous month, description of the sampling and monitoring procedures and protocols used, tabulated monitoring data, a summary of field observations, well balancing, and discussions of the exceedances, if any. The report will also include copies of the calibration logs, laboratory reports. The monthly report will be submitted to the City for review, comments, and approval. Monthly reports will be submitted to the LEA.

¹ It is understood that the 2022 Source Test is still pending. Montrose will complete the 2022 Source Test during the 4th Quarter 2022 and then during the 3rd Quarter thereafter.



5.4.2 Quarterly Reports

Montrose will prepare Quarterly Reports for submittal to the SCAQMD. The report will include a summary of the monthly monitoring results, and discussions of the exceedances, if any, and mitigation measures taken to correct the methane exceedance. The report will contain summary on the site background, description of the sampling procedures used during monitoring and maintenance, tables of all data collected during the previous three months, and copies of the calibration logs.

5.4.3 Annual Cover Inspection Reports

A report will be prepared documenting the annual cover inspection results, and any repairs that were completed for submittal to the RWQCB. The report will contain a description of the activities performed and a before and after photographic logs of the areas of concern that were observed and repaired.

5.4.4 Annual Source Test Reports

Montrose will obtain a source test report for submittal to the SCAQMD. The report will include a summary of the site background, equipment description and operating conditions, a summary of the source test procedure used, and a summary of the test results.

5.5 Non-Routine Services – As Needed

Montrose’s extensive experience in landfill gas system design, monitoring and operation and maintenance affords us the benefit of knowing the problems ahead of time, therefore, lessening the emergency situations. However, we know emergencies will occur and require timely response. We are able and will respond to emergencies within four hours of notification. Should our inspection and observations indicate requirement for additional non-routine labor, repair parts, etc., beyond the scope of this proposal, we will provide the City with a description of required repairs/ work and cost associated with the additional scope for approval prior to performing the work. Additional work will be charged on a time-and-materials (T&M) as approved by the City.

6.0 OTHER REQUIREMENTS

6.1 Contract Term and Conditions

Montrose has reviewed the terms and conditions of the Services Agreement and has included our proposed contract exceptions to the terms and conditions of the attached Agreement for Services as **Appendix D**.

6.2 Proof of Insurance



EXHIBIT “B”
COMPENSATION RATES AND CHARGES

ANNUAL COST ESTIMATE FOR OPERATION, MAINTENANCE, MONITORING, AND REPORTING SERVICES
VISTA GRANDE PARK-GAS COLLECTION SYSTEM
La Habra, California
September 2022

	PRINC. ENGR.	SENIOR PROF.	STAFF PROF.	ASST. PROF.	DESGNR.	TECH.	CLERICAL	Other costs	TOTAL HOURS	TOTAL COST	ANNUAL
BILLING RATE	\$202.00	\$169.00	\$121.00	\$113.00	\$89.00	\$97.00	\$72.00			Per Event	
ROUTINE OPERATION AND MAINTENANCE											
Monthly Probe & GCCS Monitoring		1.0	6.0				1.0		8.0	\$967.00	\$11,604.00
GEM Rental								\$150.00		\$150.00	\$1,800.00
Vehicles								\$75.00		\$75.00	\$900.00
Monthly Blower Station Monitoring & Maintenance			1.0						1.0	\$121.00	\$1,452.00
PID Rental								\$110.00		\$110.00	\$1,320.00
Quarterly Integrated Surface Sampling (ISS)		1.0	2.0						3.0	\$411.00	\$1,644.00
Analytical costs (\$365 @ 10%) (8 samples/year) ¹								\$401.50		\$803.00	\$3,212.00
Quarterly Instantaneous Surface Monitoring (ISM)		2.0	8.0						10.0	\$1,306.00	\$5,224.00
TVA Rental								\$110.00		\$110.00	\$440.00
Quarterly Main Gas Inlet Sampling			1.0						1.0	\$121.00	\$484.00
Analytical costs								\$401.50		\$401.50	\$1,606.00
Semi-Annual Ambient Air Sampling		1.0	4.0						5.0	\$653.00	\$1,306.00
Ambient Air Sampling-RES								\$1,194.60		\$1,194.60	\$2,389.20
Analytical costs (\$365 @ 10%) (8 samples/year) ²								\$401.50		\$1,606.00	\$3,212.00
Annual Toxic Air Contaminant (TAC) in probe			1.0						1.0	\$121.00	\$121.00
Analytical costs								\$401.50		\$401.50	\$401.50
Annual Source Test & Report		2.0	4.0						6.0	\$822.00	\$822.00
Air Quality Services								\$10,809.70		\$10,809.70	\$10,809.70
Semi-Annual Landfill Surface Inspection & Report		4.0	20.0						24.0	\$3,096.00	\$6,192.00
Monthly Report		1.0	5.0						6.0	\$774.00	\$9,288.00
Quarterly Report		2.0	14.0						16.0	\$2,032.00	\$8,128.00
Total											\$72,355.40
NON-ROUTINE OPERATION AND MAINTENANCE											
Non-Routine Emergency Operation & Maintenance											See Rate schedule
Notes:											
¹ - Analytical costs for Quarterly Sampling estimated at two (2) tedlar bag samples for four (4) quarterly sampling events per year.											
² - Analytical costs for Semi-Annual Sampling estimated at four (4) tedlar bag samples for each semi-annual (2) sampling event per year.											
- Estimated costs are subject to the assumptions and limitations stated in Sections 7 and 8 of the proposal.											