

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 15.1
(ID # 27041)

MEETING DATE:

Tuesday, April 08, 2025

FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Professional Service Agreement with Montrose Environmental Group, Inc. for Flare Emission Source Testing Services for five (5) years; All Districts. [\$652,500 Total Cost - Department of Waste Resources Enterprise Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Montrose Environmental Group, Inc. for Flare Emission Source Testing Services for a total aggregate amount not to exceed \$652,500 for five years through April 1, 2030, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of \$65,250; and (c) issue purchase orders to Montrose Environmental Group, Inc. for payment of services performed within the approved compensation amount consistent with Agreement.

ACTION:Policy


Andrew Cortez 3/19/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 8, 2025
xc: Waste

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 130,500	\$ 130,500	\$ 652,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department of Waste Resources Enterprise Funds			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The Riverside County Department of Waste Resources (RCDWR) must comply with various federal, state, and local regulations to collect and control landfill gas at several active and inactive landfill sites throughout the County. The RCDWR currently operates ten (10) existing enclosed gas flares at two (2) active and eight (8) inactive landfill locations. The RCDWR is required by the South Coast Air Quality Management District (SCAQMD) to conduct annual source tests on all their enclosed landfill gas flares.

RCDWR requires a contractor to perform annual flare inlet and stack emission testing in accordance with requirements of the SCAQMD as specified by their respective permits to operate and in accordance with several SCAQMD Rules, including but not limited to, Rules 404, 407, 431.1, 1118.1, 1150.1, and 1303.

Impact on Residents and Businesses

Controlling and removing gas from the subsurface of the landfill relieves the gas pressure accumulated at the landfills to mitigate the risk of explosions and fires. Once the gas is removed from the subsurface, the gas must be treated to remove potentially hazardous compounds and to reduce methane emissions. Flaring the gas has been the RCDWR's historic and most economical means to treat the gas. The flare testing that is the subject of this action allow RCDWR to continue to treat the gas in a manner that is consistent with their respective permits, thereby the protecting the health of the public and the environment.

Additional Fiscal Information

Budget for these services has been provided by RCDWR.

Contract History and Price Reasonableness

On September 5, 2024, Purchasing and Fleet Services (Purchasing) on behalf of the Department of Waste Resources released a Request for Qualifications (RFQu) for Flare Emission Source Testing Services (services) to obtain and review potential firms qualified in

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

performing the services. The RFQu was advertised publicly with notifications sent to over eighty (80) potentially qualified firms and was advertised on the Purchasing website as well as PublicPurchase.com. A total of three (3) qualifications packages were received in response to the RFQu.

The RFQu submissions were reviewed by a team consisting of personnel from RCDWR and Purchasing (evaluation team). All three (3) qualification packages were reviewed and scored by an evaluation team based on the proposer's overall responsiveness to those requirements of the scope of service, acknowledgements, experience and ability, and references. A comprehensive analysis was performed by County Purchasing and RCDWR. Of the three qualification packages submitted, two (2) were deemed qualified based on the criteria and minimum qualifications set forth.

After diligent review of the qualifications submitted, the evaluation team awarded the two qualified firms and invited them for the resulting Request for Quotations (RFQ).

On November 21, 2024, Purchasing, on behalf of RCDWR, released RFQ WMARC-459A for Flare Emission Source Testing Services. The RFQ was solicited to the two qualified proposers and was advertised on the Purchasing website as well as PublicPurchase.com. Both firms responded by submitted quotations for the services.

The quotations were reviewed by Purchasing for cost analysis. After diligent review of the submitted quotations, Purchasing and RCDWR recommend that the award be given to Montrose Environmental Group, Inc. as the lowest and most responsive firm meeting the County's needs. The quotations ranged from aggregate amounts of \$652,500 to \$2,167,000 over the course of five years of testing services.

ATTACHMENT A. PSA # 1214 - FLARE EMISSION SOURCE TESTING - MONTROSE ENVIRONMENTAL GROUP INC - AATF


Melissa Curtis, Deputy Director of Purchasing and Fleet

3/27/2025


Jason Farin, Principal Policy Analyst

4/2/2025


Aaron Gettis, Chief of Deputy County Counsel

3/31/2025

PROFESSIONAL SERVICE AGREEMENT

for

FLARE EMISSION SOURCE TESTING

between

COUNTY OF RIVERSIDE

and

MONTROSE ENVIRONMENTAL GROUP, INC.



RECEIVED RIVERSIDE COUNTY
CLERK/CLERK OF SUPERIOR COURT
2025 MAR 31 PM 10:52

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This Agreement is made and entered into this ____ day of _____, 2025, by and between MONTROSE ENVIRONMENTAL GROUP, INC., a Delaware corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services and at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through April 1, 2030 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total aggregate amount of \$652,500.00 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change in Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario for the twelve (12) month period January through January immediately preceding the adjustment and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send the original invoices to:

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

ATTN: ACCOUNTS RECEIVABLE

14310 FREDERICK STREET

MORENO VALLEY, CA 92553

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (contract ID# 1214); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, she may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY, exclusive of CONTRACTOR IP. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. Any rights in the intellectual property of CONTRACTOR existing prior to the services furnished hereunder, used in the services hereunder, developed separately, and/or licensed to CONTRACTOR by third parties and used in the services furnished hereunder, and any enhancements or modifications to the same, shall be deemed the property of CONTRACTOR ("CONTRACTOR IP"). COUNTY's limited license to use of the output(s) and/or result(s) of CONTRACTOR IP, if any, embedded in any deliverable(s) to COUNTY is limited to the subject deliverable(s) itself

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR

further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered

Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

[Intentionally omitted]

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational

procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY WASTE RESOURCES
14310 FREDERICK ST
MORENO VALLEY, CA 92553
PCS/BUYER

WastePurchasing@rivco.org

(951) 486-3200

CONTRACTOR

MONTROSE ENVIRONMENTAL GROUP, INC.
4 PARK PLAZA #790
IRVINE, CA 92614
CLIENT PROJECT MANAGER

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement

are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
V. Manuel Perez, Chair
Board of Supervisors


Dated: APR 08 2025

**MONTROSE ENVIRONMENTAL GROUP,
INC.**, a Delaware corporation


By: 
Shawn Nelezen
Senior Vice President

Dated: 03/17/2025

ATTEST:
Kimberly Rector
Clerk of the Board

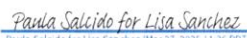
By: 
Deputy

Dated: APR 08 2025

By: 
Nasym Afsari
Secretary

Dated: 03/26/2025

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Lisa Sanchez
Deputy County Counsel

Dated: 03/27/2025

EXHIBIT "A"**PRODUCT/SERVICE SPECIFICATIONS****1.0 Summary****1.1 Testing**

The CONTRACTOR will need to perform testing after the Agreement is executed in accordance with the specific permit to operate/construct requirement for each flare. The CONTRACTOR shall use only testing methods that have been approved by SCAQMD and the CONTRACTOR or subcontractor must be approved for each applicable testing and/or sampling method through the SCAQMD Laboratory Approval Program (LAP). A source testing protocol shall be submitted for approval to both the SCAQMD and the Riverside County Department of Waste Resources (RCDWR) prior to source testing for each flare.

1.2 Time of Completion

Source test protocols shall be prepared and submitted to RCDWR for review and comment within 30 days of Agreement execution. The Source Test Protocols shall include the test parameters and analytical methods to be used. If source test protocols require a response or revision following review comments from RCDWR, the CONTRACTOR shall promptly respond and/or revise, as necessary. The RCDWR shall submit the CONTRACTOR prepared source test protocol to SCAQMD for review and approval. If source test protocols require a response or revision following review comments from SCAQMD the CONTRACTOR shall promptly respond and/or revise, as necessary.

Source testing will not be allowed to proceed until official approval of the Source Test Protocol by the SCAQMD is received by the RCDWR or the RCDWR specifies in writing that source testing can be completed.

All field sampling shall be scheduled with the RCDWR to meet regulatory requirements. The CONTRACTOR shall provide a schedule to the RCDWR for testing the flares in calendar year 2025 and each calendar year of the Agreement. The schedule shall conform to the required condition that the source test shall be performed no later than 45 days after the anniversary date of the prior year source test.

Final Source Test Reports shall be completed and submitted to the RCDWR within 28 days after initial field testing was performed, unless testing procedures require additional time. Requests for time extensions shall be submitted to the RCDWR in writing.

1.3 Flare Location and Recent Testing Information

Site	Address	Date last tested (or near future test date)
Badlands Landfill Flare 2 (Ultra-low emissions enclosed flare)	31125 Ironwood Ave Moreno Valley, CA 92555	June 5, 2024
Badlands Landfill Flare 3 (Ultra-low emissions enclosed flare)	31125 Ironwood Ave Moreno Valley, CA 92555	March 21, 2024
Coachella Landfill	87-011 44 th Ave Coachella, CA 92236	June 10, 2024
Corona Landfill	14340 Magnolia Ave Corona, CA 91720	June 4, 2024
Double Butte Landfill	31710 Grand Ave Winchester, CA 92501	May 31, 2024
Edom Hill Landfill	70-100 Edom Hill Rd. Thousand Palms, CA 92234	June 27, 2024
Elsinore Landfill	2250 Franklin Avenue Elsinore, CA 92330	June 13, 2024
Highgrove Landfill	1420 Highgrove Pass Rd. Riverside, CA 92507	June 6, 2024

Site	Address	Date last tested (or near future test date)
Lamb Canyon Landfill Flare 2 (Ultra-low emissions enclosed flare)	16411 Lamb Canyon Rd. Beaumont, CA 92223	March 26, 2024
Mead Valley Landfill	22376 Forest Road Perris, CA 92370	June 11, 2024
West Riverside Landfill	2700 Hall Avenue Rubidoux, CA 92501	June 12, 2024

1.4 Main Test Parameters

Parameter	Location	Suggested Method	Badlands	Coachella	Corona	Double Butte	Edom Hill	Elsinore	Highgrove	Lamb Canyon	Mead Valley	West Riverside
Methane	Inlet	SCAQMD Method 10.1	1	1	1	1	1	1	1	1	1	1
Methane	Exhaust	SCAQMD Method 25.3	1	1	1	1	1	1	1	1	1	1
Total Non-Methane Hydrocarbons	Inlet	ASTM D1945, or Mod. EPA 18	1	1	1	1	1	1	1	1	1	1
Total Non-Methane Hydrocarbons	Exhaust	SCAQMD Method 25.3	1	1	1	1	1	1	1	1	1	1
Oxides of Nitrogen	Exhaust	SCAQMD Method 100.1	1	1	1	1	1	1	1	1	1	1
Carbon Monoxide	Exhaust	SCAQMD Method 100.1	1	1	1	1	1	1	1	1	1	1

Parameter	Location	Suggested Method	Badlands	Coachella	Corona	Double Butte	Edom Hill	Elsinore	Highgrove	Lamb Canyon	Mead Valley	West Riverside
Oxides of Sulfur	Exhaust	Calculated	1	1	1	1	1	1	1	1	1	1
Total (PM10) Particulates	Exhaust	SCAQMD Method 5.1	1	1	1	1	1	1	1	1	1	1
Total Reduced Sulfur Compounds (C1-C3) including H2S	Inlet	SCAQMD Method 307.91	1	1	1	1	1	1	1	1	1	1
Carbon dioxide	Inlet	SCAQMD Method 10.1	1	1	1	1	1	1	1	1	1	1
Carbon dioxide	Exhaust	SCAQMD Method 100.1	1	1	1	1	1	1	1	1	1	1
Speciated Organic Compounds	Inlet	EPA Method TO-15	1	1	1	1	1	1	1	1	1	1
Speciated Organic Compounds	Exhaust	EPA Method TO-15	3	3	3	3	3	3	3	3	3	3
Oxygen	Inlet	SCAQMD Method 10.1	1	1	1	1	1	1	1	1	1	1
Oxygen	Exhaust	SCAQMD Method 100.1	1	1	1	1	1	1	1	1	1	1
Nitrogen	Inlet	SCAQMD Method 10.1	1	1	1	1	1	1	1	1	1	1
Nitrogen	Exhaust	SCAQMD Method 100.1	1	1	1	1	1	1	1	1	1	1

Parameter	Location	Suggested Method	Badlands	Coachella	Corona	Double Butte	Edom Hill	Elsinore	Highgrove	Lamb Canyon	Mead Valley	West Riverside
Moisture Content	Inlet	SCAQMD Method 4.1	1	1	1	1	1	1	1	1	1	1
Moisture Content	Exhaust	SCAQMD Method 4.1	1	1	1	1	1	1	1	1	1	1
Temperature	Inlet	Type K Thermocouple	1	1	1	1	1	1	1	1	1	1
Temperature	Exhaust	Type K Thermocouple	1	1	1	1	1	1	1	1	1	1
Flow Rate	Inlet	SCAQMD Method 2.1	1	1	1	1	1	1	1	1	1	1
Flow Rate	Exhaust	SCAQMD Method 2.1	1	1	1	1	1	1	1	1	1	1
BTU Value	Inlet	ASTM D 3588-98	1	1	1	1	1	1	1	1	1	1

1.5 Testing Requirements

1.5.1 Testing shall be conducted to meet all required compliance testing as specified by the site SCAQMD permits (Attachments Listing All South Coast Air Quality management District (SCAQMD) Permits) and the SCAQMD approved source test protocols.

1.5.2 The Test Protocol shall include the test parameters listed in Section 1.4 above. The analytical methods listed are the suggested methods previously approved by the SCAQMD. Alternative analysis methods will require approval by the SCAQMD and the RCDWR. The sampling effort shall be conducted on the inlet and the outlet of the landfill gas flare.

1.5.3 In addition to the time allowed for testing, CONTRACTOR will notify RCDWR **30-minutes** prior to the commencement of testing to tune the flare in order to minimize NOx and CO emissions as

necessary.

1.5.4 Specifics about each flare and the nominal dimensions for each flare are as follows:

A.	Badlands Ultra-low Emissions Flare 2 – 40' tall, 9' diameter, test ports at 90-degree increments. Flare is partially enclosed by chain link fence. Access to ports will require use of a boom truck. Approximate 2024 LFG flow: 1,700 SCFM
B.	Badlands Ultra-low Emissions Flare 3 – 50' tall, 13' diameter, test ports at 90-degree increments. Flare is partially enclosed by chain link fence. Access to ports will require use of a boom truck. Approximate 2024 LFG flow: 2,500 SCFM
C.	Coachella flare - 25' tall, 6.5' diameter, 4" diameter test ports at 90-degree increments. Flare enclosed by 9' high cinder block wall with metal bar roof. Access to ports will require use of a boom truck. Approximate 2024 LFG flow: 220 SCFM
D.	Corona flare - 26' 9" tall, 5' diameter, 4" diameter test ports at 90-degree increments. Flare enclosed by chain link fence. Access to ports will require use of a boom truck. Approximate 2024 LFG flow: 130 SCFM
E.	Double Butte flare – 22' tall, 6' diameter, 4" diameter test ports at 90-degree increments. Flare enclosed by 9' high cinder block wall with metal bar roof. Access to ports will require use of a boom truck. This flare has several power lines in close proximity to the flare building. Preventive measures shall be taken to ensure the safety of all those working on or around the flare facility. Approximate 2024 LFG flow: 150 SCFM
F.	Edom Hill flare – 28' tall, 8.0' diameter, 4" diameter test ports at 90-degree increments. Flare enclosed by 9' high cinder block wall with metal bar roof. Access to ports will require use of a boom truck. Approximate 2024 LFG flow: 650 SCFM
G.	Elsinore flare – 30' tall, 5' diameter, 4" diameter test ports at 90-degree increments. Flare enclosed by 9' high cinder block wall with metal bar roof. Access is provided via a catwalk at approximately 20 feet above ground surface. Approximate 2024 LFG flow: 50 SCFM
H.	Highgrove flare – 26' 9" tall, 5' diameter, and 4" diameter test port at 90-degree increments. Flare enclosed by 9' high cinder block wall with metal bar roof. Access to ports will require use of a boom truck. Approximate 2024 LFG flow: 270 SCFM

I.	Lamb Canyon Flare 2 (Ultra-low Emissions) – 50’ tall, 13’ diameter, test ports at 90-degree increments. Flare will be partially enclosed by chain link fence. Access to ports will require use of a boom truck. Approximate 2024 LFG flow: 1,600 SCFM
J.	Mead Valley flare - 25’ tall, 5’ diameter, 4” diameter test ports at 90-degree increments. Flare enclosed by 9’ high cinder block wall with metal bar roof. Access to ports will require use of a boom truck. Approximate 2024 LFG flow: 140 SCFM
K.	West Riverside flare - 31’ tall, 5’ diameter, 4” diameter test ports at 90-degree increments. Flare enclosed by 9’ high cinder block wall with metal bar roof. Access to ports will require use of a boom truck. The west facing port may require the use of a ladder due to the fact that the north side of the flare is sloped ground, the south side of the flare is a drainage structure, and the west side of the flare has electrical wires in the vicinity. Approximate 2019 LFG flow: 60 SCFM

1.5.5 The CONTRACTOR is required to arrange for and provide above ground access for CONTRACTOR personnel at all sites at the CONTRACTOR’s expense (e.g. scissor lift, boom truck, scaffolding, etc.).

1.5.6 RCDWR personnel shall be responsible for flare operation during source testing. Each flare will be operational during testing, without any interruptions.

1.5.7 The CONTRACTOR is required to respond to any SCAQMD information requests on the final source tests reports.

1.6 Report Requirements

1.6.1 Digital Copy Requirements

All digital data must be delivered to the RCDWR via e-mail within twenty-eight (28) calendar days after conducting the testing. The digital data shall include a PDF copy of the entire report and inlet LFG laboratory analysis in one of the requested formats. All reports shall be emailed to WasteEnv-Engineers@rivco.org.

1. CONTRACTOR shall provide RCDWR a PDF digital copy of each report.

2. A digital copy of the laboratory analysis taken from the inlet LFG must be submitted. A sample of what the RCDWR shall require can be provided upon request. Each compound must be identified with a unique CAS number and must be of the following format (listed in order of preferred format):

- (1) Earthsoft Equis EZEDD_ED (RCDWR will provide the CONTRACTOR a Reference Value Table for a specific Equis EDD format desired.)
- (2) Excel Workbook
- (3) ASCII tab delimited text

1.7 Quality Control

Due to the sensitive nature of this project, quality control and assurance are paramount to the successful completion of each task. All data and reports must be able to withstand the most detailed scrutiny and must be admissible as evidence in any legal proceeding.

1.8 SCAQMD Quality Assurance

The SCAQMD may appoint a Quality Assurance (QA) Coordinator to monitor all procedures, particularly sampling and analytical activities, to ensure that all critical measurements are performed with appropriate care. The QA Coordinator appointed by SCAQMD may also be onsite during the testing phase of each task.

1.9 Source Test Protocol Revisions

If the CONTRACTOR elects to make any revisions to the SCAQMD approved source test protocols in 2025 or beyond, revised source test protocols shall be submitted to the RCDWR in a timely manner, for subsequent submittal to the SCAQMD. Source test protocol revisions shall be submitted to RCDWR at least 120 days before the scheduled flare test date. The revised source test protocol will need approval from the SCAQMD before source testing may begin.

1.10 Sample Custody

- 1.10.1** A specific Chain of Custody procedure shall be used for this project. The elements of this plan shall include:

- 1. Train component identification

2. Sample identification
3. Sample labels
4. Documentation
5. Chain of custody forms

1.10.2 The sequence of activities concerned with sample custody together with identification and tracking procedures required are described below:

1. Sample train preparation by laboratory including filter holders, impingers, and other sampling equipment identified by tags and codes.
2. Train returned to recovery area when a valid sample is obtained. Sample train accompanied by all field data sheets.
3. Recovery team recovers samples using appropriate containers, affixes sample I.D. Labels to sample containers, to master log, to field data sheet, and to train recovery sheet.
4. All samples must be transferred or shipped to California certified laboratory with Chain of Custody form.
5. Samples examined at each transfer point for integrity (broken containers, loss in liquid, or seal integrity).

1.10.3 The Project Manager shall account for all samples. Each laboratory shall identify samples in its own laboratory notebooks by the field I.D. number as well as any internal identification. Notebooks shall be retained by each laboratory according to their standard laboratory practices.

1.11 Additional Services

For any requests for additional services that are not expressly set forth in this Exhibit A, CONTRACTOR shall provide a detailed price quotation to the COUNTY. COUNTY reserves the right to accept or deny the price quotation. Upon acceptance of the price quotation and satisfactory completion of the work, CONTRACTOR shall invoice the COUNTY at the rates indicated on the accepted price quotation.

EXHIBIT "B"
PAYMENT PROVISIONS

Site	Test Protocol ¹	Mobilization	Field Sampling and Analysis	Laboratory Analysis	Above Ground Access (e.g. Boom Lift)	Data Reduction, Reporting ²	Total Per Site	Travel Fee (Per Hour)	Additional Per Day Charge ³
Badlands Flare 2 (ULE)	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	\$1,697.00	\$1,580.00	\$10,552.00	\$365.00	\$1,509.00
Badlands Flare 3 (ULE)	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	\$1,697.00	\$1,580.00	\$10,552.00	\$365.00	\$1,509.00
Coachella	\$355.00	\$1,964.00	\$3,128.00	\$2,369.00	\$1,404.00	\$1,580.00	\$10,800.00	\$365.00	\$1,509.00
Corona	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	\$1,404.00	\$1,580.00	\$10,259.00	\$365.00	\$1,509.00
Double Butte	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	\$1,404.00	\$1,580.00	\$10,259.00	\$365.00	\$1,509.00
Edom Hill	\$355.00	\$1,964.00	\$3,128.00	\$2,369.00	\$1,404.00	\$1,580.00	\$10,800.00	\$365.00	\$1,509.00
Elsinore	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	N/A	\$1,580.00	\$8,855.00	\$365.00	\$1,509.00
Highgrove	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	\$1,404.00	\$1,580.00	\$10,259.00	\$365.00	\$1,509.00
Lamb Canyon Flare 2 (ULE)	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	\$1,697.00	\$1,580.00	\$10,552.00	\$365.00	\$1,509.00
Mead Valley	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	\$1,404.00	\$1,580.00	\$10,259.00	\$365.00	\$1,509.00
West Riverside	\$355.00	\$1,423.00	\$3,128.00	\$2,369.00	\$1,404.00	\$1,580.00	\$10,259.00	\$365.00	\$1,509.00
Estimated Annual Sub-Total (Not including Travel Fees or Additional Per Day Charges)							\$ 113,406.00		
Estimated Annual Total							\$ 130,500.00		

1 – Includes responding to and/or revising source test protocols per RCDWR and SCAQMD comments.

2 - Includes responding to and/or revising final report per RCDWR and SCAQMD comments.

3 - An additional per day charge can only be charged when additional field days are required due to testing standby or delays.

CONTRACTOR must communicate with RCDWR at least 24 hours before if a standby or delay is likely to occur.










PSA # 1214 - Flare Emission Source Testing - Montrose Environmental Group Inc

Final Audit Report

2025-03-27

Created:	2025-03-17
By:	Derek Price-Nolen (DePNolen@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_b-qRPXVwqUtiV05Of-gpshsXpE1iRbz

"PSA # 1214 - Flare Emission Source Testing - Montrose Environmental Group Inc" History

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2025-03-17 - 4:55:02 PM GMT
-  Email viewed by Shawn Nelezen (snelezen@montrose-env.com)
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-  Document emailed to Lisa Sanchez (lisanchez@rivco.org) for signature
2025-03-26 - 4:59:57 PM GMT
-  Derek Price-Nolen (DePNolen@RIVCO.ORG) replaced signer Lisa Sanchez (lisanchez@rivco.org) with Paula Salcido (PSalcido@Rivco.org)
2025-03-27 - 3:23:02 PM GMT



Adobe Acrobat Sign



Document emailed to Paula Salcido (PSalcido@Rivco.org) for signature

2025-03-27 - 3:23:02 PM GMT



Email viewed by Paula Salcido (PSalcido@Rivco.org)

2025-03-27 - 3:43:49 PM GMT



Signer Paula Salcido (PSalcido@Rivco.org) entered name at signing as Paula Salcido for Lisa Sanchez

2025-03-27 - 6:26:43 PM GMT



Document e-signed by Paula Salcido for Lisa Sanchez (PSalcido@Rivco.org)

Signature Date: 2025-03-27 - 6:26:46 PM GMT - Time Source: server



Agreement completed.

2025-03-27 - 6:26:46 PM GMT



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