

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MONTROSE AIR QUALITY SERVICES, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Montrose Air Quality Services, LLC, a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2020 and terminate on December 31, 2026.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Four Hundred Fifteen Thousand Seven Hundred Five Dollars (\$415,705), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall

be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential. Contractor may make disclosures as required by law, provided, however, that prior to making any such legally required disclosure Contractor give City as much prior notice of the requirement for and contents of such disclosure as is permitted by law and is reasonably practicable under the circumstances.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers,

employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent caused by and arising as a result of the services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly exclude passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the negligence or willful misconduct of City. In no event shall Contractor be responsible for any indirect, consequential, special or punitive damages arising out of, in connection with, or as a result of this Agreement. Contractor's aggregate liability to City shall not exceed an amount equal to one-and-a-half times the total fees paid to Contractor under this Agreement fees paid to Contractor under this Agreement.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Montrose Environmental Group, Inc.
2825 Verne Roberts Circle
Antioch, CA 94509
and by e-mail at kcrosby@montrose-env.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

MONTROSE AIR QUALITY SERVICES, LLC
a Delaware Limited Liability Company

Dated: _____

By (Signature): _____

Name: Kevin Crosby

Title: Vice President

Principal Place of 2825 Verne Roberts Circle

Business Address: Antioch, CA 94509

Email Address: kcrosby@montrose-env.com

Telephone: (925) 680-4300

Fax: ()

“CONTRACTOR”

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL

- 1.1.** Contractor shall provide all labor, tools, and equipment necessary to perform the following emissions testing services, in support of Silicon Valley Power (SVP), the City's electric utility.
 - 1.1.1.** Annual emissions source testing, and annual Continuous Emission Monitoring System (CEMS) Relative Accuracy Test Audit (RATA) testing for the Donald Von Raesfeld Power Plant.
 - 1.1.2.** Annual emissions source testing for the Cogeneration Power Plant; and
 - 1.1.3.** Biennial emissions source testing at the Gianera Power Plant.
- 1.2.** The testing will be performed to determine compliance with the applicable source testing limitations of facility permits issued by the Bay Area Air Quality Management District (BAAQMD).

2. EMISSIONS TESTING SERVICES

- 2.1.** Contractor shall provide a professional source test team to conduct the testing as described in this Agreement. The assigned test team members shall be familiar with the methods, procedures and degree of difficulty associated with the required testing.
- 2.2.** Contractor shall perform testing on the turbines located at each plant
 - 2.2.1.** The purpose of the testing is to address the following issues at each plant.
 - 2.2.1.1.** To determine compliance with the applicable source testing limitations of Condition No. 24252 of permit #A4991 issued for the Donald Von Raesfeld (DVR) Power Plant by the BAAQMD as may be amended, extended, or renewed. This includes a Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system (CEMS) at DVR pursuant to the requirements of 40CFR75 and 40CFR60.
 - 2.2.1.2.** To determine compliance with the applicable source testing limitations of Condition No. 14194 of permit #A0621 issued for the Cogeneration Power Plant by the BAAQMD as may be amended, extended, or renewed.
 - 2.2.1.3.** To determine compliance with the applicable source testing limitations of Condition No. 846 of permit #1771

issued for the Gianera Power Plant by the BAAQMD as may be amended, extended, or renewed.

- 2.2.2.** Summaries of the test parameters required for each facility are presented in Table A1 below.

Table A1 – Test Parameters

Facility	Test Parameters
DVR Power Plant	Stack gas volumetric flow rate, dscfm Stack gas moisture content, % by volume Stack gas PM10, gr/dscf, lb/hr Stack gas NOX, ppmvd, ppm @ 15% O2, lb/hr, lb/MMbtu Stack gas CO, ppmvd, ppm @ 15% O2, lb/hr, (multiple loads) Stack O2, CO2 % volume dry (multiple loads) Stack gas SO2, ppmvd, ppm @ 15% O2, lb/hr Stack gas NH3, ppmvd, ppm @ 15% O2, lb/hr (multiple loads) Stack gas POC, ppmvd, ppm @ 15% O2, lb/hr Relative Accuracy of the plant CEMS (NOX, CO, O2)
Cogen Power Plant	Stack gas NOX, ppmvd, ppm @ 15% O2, lb/hr, lb/MMbtu Stack O2 % volume dry
Gianera Power Plant	Stack gas NOX, ppmvd, ppm @ 15% O2, lb/hr, lb/MMbtu Stack O2 % volume dry

- 2.3.** Contractor shall mobilize a testing van to each site, and will provide a professional source test team to conduct the required testing.

3. PROJECT PLAN

- 3.1.** The project is divided into the following tasks; A) Test Protocol, District Test Notification and Project Management; B) Preparation and Mobilization; C) Emission Testing; D) Lab Analysis; and E) Final Report. Each task is described in more detail below.
- 3.2. Task A: Test Protocol, District Test Notification and Project Management**
- 3.2.1.** Contractor shall draft a test protocol document and submit to SVP staff to review. SVP shall provide comments to Contractor.
- 3.2.2.** Contractor prepare a final version of the test protocol document, incorporating SVP's comments.
- 3.2.3.** Contractor shall work to submit the draft test protocol to SVP at least 40 days before the test so that the final version may be submitted at least 30 days prior to testing. The BAAQMD requests that a test protocol be submitted at least 14 days prior to the test date.

- 3.2.4. Contractor shall coordinate with SVP to determine the report submittal format.
- 3.2.5. The Test Protocol submittal will include notification of the test date(s) to the BAAQMD. If the test dates change, then Contractor will prepare a Notification of the test date(s) for SVP to submit to the BAAQMD (or Contractor can submit directly to the BAAQMD if SVP prefers).
- 3.2.6. Contractor's project management program shall ensure full involvement from SVP in the decision-making process, as well as continuous updates on the project status. Coordination of the project schedule and liaison with laboratories, Contractor staff and BAAQMD agency personnel are included in the management task.

3.3. Task B: Preparation and Mobilization

- 3.3.1. Mobilization shall include glassware cleaning tasks, equipment preparation and calibration, travel and on-site setup.
- 3.3.2. Mobilization shall also include equipment recovery and return travel after completion of testing.
- 3.3.3. Mobilization tasks shall be performed at least once each year of the Agreement.

3.4. Task C: Emissions Testing

- 3.4.1. Contractor shall perform emissions testing at each plant, including the determination of the stack gas concentrations and mass emission rates for the listed pollutants outlined in this Agreement.
- 3.4.2. The tests will be conducted with each unit running at the various operating conditions outlined in the applicable standards and permits.
- 3.4.3. This task shall incorporate all on-site activities after set-up and prior to teardown of the testing equipment.
- 3.4.4. The test schedule assumes that the plant can remain at or near the required operating condition throughout each part of the program.

3.5. Task D: Lab Analysis

- 3.5.1. Contractor shall procure laboratory services on behalf of the City. The services shall include all sample custody, sample shipping and laboratory analyses.
- 3.5.2. Samples shall be sent to following laboratories.
 - 3.5.2.1. Particulate Matter, Ammonia (DVR only): MAQS Laboratory, Antioch, CA
 - 3.5.2.2. Fuel Sulfur, NMOC (DVR only): Atmospheric Analysis & Consulting, Inc., Ventura, CA

- 3.5.3.** The selected laboratories may change over the term of the Agreement in order to maintain the quality of the test results, as required by Contractor's Quality Management System.
- 3.5.4.** Contractor shall work with the laboratories to ensure that the reporting schedule is met. The laboratory schedule allows 21 days for turn-around barring any problems that may occur beyond Contractor's control.

3.6. Task E: Final Report (Deliverable)

- 3.6.1.** Contractor shall prepare a source test report for each facility in accordance with the regulatory requirements.
- 3.6.2.** The BAAQMD has requested that reports and test protocols be provided in electronic form only. Therefore, Contractor shall submit an electronic version of each report to SVP for distribution to the BAAQMD and/or end users.
- 3.6.3.** SVP staff shall review all draft reports prior to the release of the final report. The final report will incorporate all pertinent review comments from the draft report and will be submitted within 5 days following receipt of all review comments. The applicable report deadlines are listed below:

3.6.3.1. Donald Von Raesfeld Power Plant

- Draft Compliance Report to SVP within 40 days following testing.
- Final Compliance Report to SVP within 55 days following testing.
- Report to BAAQMD within 60 days after testing.

3.6.3.2. Cogeneration Power Plant

- Draft Compliance Report to SVP within 21 days following testing.
- Final Compliance Report to SVP within 28 days following testing.
- Report to BAAQMD within 30 days after testing.

3.6.3.3. Gianera Power Plant

- Draft Compliance Report to SVP within 21 days following testing.
- Final Compliance Report to SVP within 28 days following testing.
- Reports maintained on-site for 5 years.

- 3.6.4.** At the end of each test day, Contractor Project Manager will provide an informal summary of the test activities of the day, including any available preliminary test results. Subsequent laboratory results will be made available to SVP as Contractor receives them.
- 3.6.5.** Each report will include complete documentation of the field data, calibration data, laboratory data, testing procedures, source location information, QA/QC summary, calculations, and results. At a minimum, the final report will contain all items listed in this Agreement, and will be prepared in accordance with an approved reporting format.

4. TEST PROCEDURES

- 4.1.** The complete target list of compounds outlined in this Agreement will be measured in triplicate. The test methods and expected detection limits are outlined in Table A2 below. The tests will be conducted according to the reference methods, as they are very complete in their description of the procedures. Each method has specific requirements for quality assurance that will be followed for preparation of the sampling reagents and apparatus, for sampling and sample recovery, for shipping and handling, and for laboratory analyses.

Table A2: Test Methods and Expected Detection Limits

Parameter	Test Method	Analytical Approach	Detection Limit
O ₂	EPA 3A	Paramagnetism	< 2% of full scale
CO ₂	EPA 3A	Non-dispersive infrared	< 2% of full scale
CO	EPA 10	Gas filter correlation	< 2% of full scale
NO _x	EPA 7E	Chemiluminescence	< 2% of full scale
SO _x as SO ₂	ASTM D-5504	Calculated from fuel sulfur	< 0.1 ppm
NH ₃	BAAQMD ST-1B	Ion-selective electrode	< 0.2 ppm
PM ₁₀	EPA 5/202	Gravimetric with condensable analysis	< 0.0005 gr/dscf
POC	EPA TO-12 (modified)	Pre-concentration, GC/FID	< 0.1 ppm
Volumetric flow rate	EPA 19/EPA 1, 2	Stoichiometric calculation, pitot/temperature traverse	--
Moisture content	EPA 4	Impinger weight gain	--
CEMS RATA	40CFR60, App. B 40CFR75, App. A	Calculation from test results	--
Fuel Sulfur	ASTM D-5504	Gas chromatography	10-100 ppb

Note: The permit conditions require calculation of correlations between the heat input rates and NH₃ injection rates for control of NH₃ and NO_x emissions (DVR) and between the water injection rate and NO_x emissions (Cogen, Gianera). Calculation of these correlations will be provided in the final report for each test.

5. TEST SCHEDULE

5.1. Contractor shall perform the required testing services in accordance with Table A3 below.

Table A3 – Test Schedule			
DAY	LOCATION AND ACTIVITY	TEST RUNS	TEST RUN DURATION
21 days prior	Draft test protocol submittal		
14 days prior	Final test protocol and notification submittal	--	--
Day 1 (typically Monday)	Mobilize to DVR, set-up equipment Perform Engineering Test once unit at load Test DVR Unit 1 , base load, NH ₃	-- 1 #1, 2, 3	-- ~30 minutes 30 min. each
Day 2	Perform Engineering Test once unit at load Test DVR Unit 1 maximum load PM ₁₀ RATA, NO _x , CO, O ₂ POC, NH ₃ Fuel sulfur content	1 #1, 2, 3 #1 to 12 #1, 2, 3 1	~30 minutes 120 min. ea. 21 min. each 30 min. each 10 min.
Day 3	Perform Engineering Test once unit at load Test DVR Unit 1 , minimum load, CO, NH ₃ Move to Unit 2 Perform Engineering Test once unit at load Test DVR Unit 2 , base load, NH ₃	1 #1, 2, 3 -- 1 #1, 2, 3	~30 minutes 30 min. each -- ~30 minutes 30 min. each
Day 4	Perform Engineering Test once unit at load Test DVR Unit 2 maximum load PM ₁₀ RATA, NO _x , CO, O ₂ POC, NH ₃ Fuel sulfur content	1 #1, 2, 3 #1 to 12 #1, 2, 3 1	~30 minutes 120 min. ea. 21 min. each 30 min. each 10 min.
Day 5	Perform Engineering Test once unit at load Test DVR Unit 2 , minimum load, CO, NH ₃ Mobilize to Robert Ave., place equipment	1 #1, 2, 3 --	~30 minutes 30 min. each --
--	Weekend	--	--
6 (Typically Monday)	Travel to site, complete equipment set-up	--	--
7	Perform Engineering Test once unit at load Test Robert Ave. Cogen Unit 1 O ₂ , CO ₂ , CO, NO _x Perform Engineering Test once unit at load Test Robert Ave. Cogen Unit 2 O ₂ , CO ₂ , CO, NO _x Move to Gianera, set-up equipment	1 -- #1, 2, 3 1 -- #1, 2, 3 --	~30 minutes -- 30 min. each ~30 minutes -- 30 min. each --
8	Perform Engineering Test once unit at load Test Gianera Unit 1 O ₂ , CO ₂ , CO, NO _x Perform Engineering Test once unit at load	1 #1, 2, 3 1	~30 minutes 30 min. each ~30 minutes

Table A3 – Test Schedule			
DAY	LOCATION AND ACTIVITY	TEST RUNS	TEST RUN DURATION
	Test Gianera Unit 2 O ₂ , CO ₂ , CO, NO _x Equipment Recovery, Return Travel	#1, 2, 3 --	30 min. each --
21 days after	Draft compliance reports submittal (Cogen and Gianera)	--	--
28 days after	Final compliance reports submittal (Cogen and Gianera)	--	--
40 days after	Draft compliance/RATA report submittal (DVR-more complex report)	--	--
55 days after	Final compliance/RATA report submittal (DVR-more complex report)	--	--

Note 1: The Engineering Test will include a brief measurement of NO_x, CO and O₂, and comparison of current unit water and/or ammonia injection rates with data from previous years tests – to determine the likely compliance with emission limits. Additional diagnostic testing may be conducted at time and materials rates if requested by SVP. The schedule shown is subject to change based on availability of the process conditions. Many test runs each day will be concurrent (e.g. NO_x, CO, POC during the PM₁₀ run). Actual test dates will depend on the plant's operating schedule

Note 2: The order of testing the three facilities and the units within those facilities may shift to accommodate unit load availability. The Gianera tests are every other year, so will be deleted from the schedule in the "off" years. The test days will generally be planned for non-weekend days to allow the BAAQMD to be present to observe the testing. The reporting deadlines are different for DVR, as that report is more complex than those for the Cogen and Gianera facilities.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

1. Maximum Compensation

The maximum amount of compensation to be paid to Contractor shall not exceed Four Hundred Fifteen Thousand Seven Hundred Five Dollars (\$415,705) and approved invoices shall be paid within thirty (30) days of City's receipt of Contractor's invoice.

2. Payment Schedule

City shall pay Contractor for completed emissions testing services in accordance with Table B1 below.

3. Invoicing

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

4. Additional Payment Terms

- 4.1.1.** Should changes in scope become necessary (e.g. remobilization, out of scope, standby time, etc.), the fee schedule listed in Table B-1 (Fee Schedule) may be adjusted according to the standard fee schedule for source testing plus all applicable lab fees, equipment and expenses as detailed in rate schedule attached as Attachment B-2. Labor rates outlined in Attachment B-2 may be amended annually after July 1, 2021 subject to reasonable notice and justification to SVP and acceptance by SVP in writing.
- 4.1.2.** Overtime rates shall be invoiced when applicable.
- 4.1.3.** Any out of scope work or other work resulting in costs in additional to those outlined in Table B-1 must be approved, in writing, in advance using the process outlined in this Agreement.
- 4.1.4.** The following terms and conditions for source testing shall apply:
 - 4.1.4.1.** Process Information: SVP is responsible for providing accurate process information in a manner acceptable to the regulatory agency and in sufficient detail to perform the necessary test calculations and complete the pertinent regulatory agency forms.
 - 4.1.4.2.** Safety Training: Time spent for plant required safety orientation or training longer than 30 minutes in duration will accrue additional charges at the per-person, per-hour standby rate, plus expenses.

- 4.1.4.3.** Drug Testing: Drug testing or physical examinations required by SVP, which are not covered by Montrose company policy will be invoiced at the per-person, per-hour standby rate, plus the cost of the drug test or examination. Montrose will notify SVP in advance of such cost and will provide documentation demonstrating that such testing or examinations are outside industry or regulatory standards.
- 4.1.4.4.** Postponement: If SVP postpones or reschedules a test, all actual expenses incurred for the preparation and travel that must be repeated prior to the actual test will be invoiced. If the postponement is made less than two weeks prior to a scheduled test date, Montrose reserves the right to charge SVP an additional fee of 10% of the estimated project price. If the project is postponed less than a week before the scheduled test date, Montrose reserves the right to charge SVP an additional fee of 25% of the estimated project price. Montrose shall provide documentation demonstrating all actual expenses.
- 4.1.4.5.** Standby Fees: If the test team arrives on site and cannot test due to causes beyond the control of Montrose (i.e., SVP's process or equipment delays, inclement weather, etc.); standby fees will be charged at the normal Montrose labor rates attached.
- 4.1.4.6.** Cancellation: If SVP cancels testing after a purchase order is issued or a test scheduled, Montrose will charge a cancellation fee plus expenses incurred for travel and/or preparation expenses incurred. The cancellation fee will follow the same schedule described in Postponement above.
- 4.1.4.7.** Audit Samples: The EPA Stationary Audit Sample Program (SSAS) has been discontinued. The SSAS requires that two or more independent audit providers be available, currently there is only one. If a second provider becomes available, the program will be reinstated. Until that time, Montrose will not acquire audit samples associated with the SSAS program. If the program is reinstated, Montrose shall not be responsible or held liable for an unsuccessful test resulting from failed audit sample analysis conducted by a third-party subcontracted laboratory. Montrose's liability under such circumstances shall be limited to the actual cost of the audit sample analysis, and shall not extend to cost of procurement of the audit samples or any costs associated with re-testing, whether or not such re-testing is required by any regulatory agency or official.
- 4.1.4.8.** Inclement Weather: Inclement weather is defined as lightning, thunderstorms, strong winds, icing, or other atmospheric conditions that may endanger or cause damage to Montrose personnel and/or equipment or otherwise adversely affect the test results. The decision to conduct or postpone sampling operations will be at the

discretion of the Montrose test team leader. Should weather conditions preclude safe testing during the scheduled hours and days SVP will be invoiced at the per-person, per-hour standby rate, plus expenses.

- 4.1.4.9.** DOT Driving Requirements: All source sampling companies, are subject to and must comply with local and Federal Department of Transportation (DOT) regulations. The regulations include specific 'hours of service' provisions with which our employees/drivers must adhere to. Montrose does not quote projects to exceed the on-duty time; however, if the applicable DOT rules are exceeded due to out of scope work or delays, driving DOT vehicles will not be permitted. In this case, an extra-night stay over may be required. SVP will then be invoiced at the per-person, per-day standby rate, plus expenses.
- 4.1.4.10.** Limitations of Liability: Montrose shall not be responsible for an unsuccessful test due to failure, malfunction, or improper operation of the SVP's process and/or control equipment. SVP is responsible for having the process and/or control equipment operating in a representative manner. Montrose may recommend adjustments to equipment operation, but such action will be at the discretion of SVP and will in no way render Montrose liable.

Table B1 – Fee Schedule							
	2020	2021	2022	2023	2024	2025	2026
DVR Power Plant Cost Breakdown Annual Compliance and RATA							
Test Protocol / Notification (deliverable)		\$936.00	\$955.00	\$974.00	\$993.00	\$1,013.00	\$1,033.00
Preparation (i.e. equipment, glassware, labware)		\$1,444.00	\$1,473.00	\$1,503.00	\$1,533.00	\$1,563.00	\$1,595.00
Equipment Fees (i.e., rental and calibration gas usage)		\$5,794.00	\$5,909.00	\$6,028.00	\$6,148.00	\$6,271.00	\$6,397.00
Testing (i.e. set-up, on-site testing, teardown, supplies)		\$21,464.00	\$21,893.00	\$22,331.00	\$22,778.00	\$23,233.00	\$23,698.00
Analytical In-house (sample shipping, supplies)		\$3,180.00	\$3,244.00	\$3,309.00	\$3,375.00	\$3,443.00	\$3,511.00
Analytical Outside (fuel analysis)		\$3,366.00	\$3,433.00	\$3,502.00	\$3,572.00	\$3,643.00	\$3,716.00
Test Report (deliverable)		\$1,632.00	\$1,665.00	\$1,698.00	\$1,732.00	\$1,767.00	\$1,802.00
DVR POWER PLANT SUBTOTAL		\$37,816.00	\$38,572.00	\$39,345.00	\$40,131.00	\$40,933.00	\$41,752.00
Cogen Power Plant Cost Breakdown Annual Compliance	2020	2021	2022	2023	2024	2025	2026
Project Management (i.e. managing equipment, personnel, and laboratories)	\$709.00	\$513.00	\$523.00	\$534.00	\$544.00	\$555.00	\$566.00
Preparation (i.e. equipment, glassware, labware)	\$354.00	\$361.00	\$368.00	\$376.00	\$383.00	\$391.00	\$399.00
Equipment Fees (i.e., rental and calibration gas usage)	\$1,020.00	\$1,040.00	\$1,061.00	\$1,082.00	\$1,104.00	\$1,126.00	\$1,149.00
Testing (i.e. set-up, on-site testing, teardown, supplies)	\$3,966.00	\$4,045.00	\$4,126.00	\$4,209.00	\$4,293.00	\$4,379.00	\$4,466.00
Test Report (deliverable)	\$726.00	\$741.00	\$755.00	\$770.00	\$786.00	\$802.00	\$818.00
COGENERATION POWER PLANT SUBTOTAL	\$6,775.00	\$6,700.00	\$6,833.00	\$6,971.00	\$7,110.00	\$7,253.00	\$7,398.00

Table B1 – Fee Schedule (continued)							
Gianera Power Plant Cost Breakdown Biennial Compliance	2020	2021	2022	2023	2024	2025	2026
Project Management (i.e. managing equipment, personnel, and laboratories).	\$709.00		\$523.00		\$544.00		\$566.00
Preparation (i.e. equipment, glassware, labware)	\$354.00		\$368.00		\$383.00		\$399.00
Equipment Fees (i.e., rental and calibration gas usage)	\$1,020.00		\$1,061.00		\$1,104.00		\$1,149.00
Testing (i.e. set-up, on-site testing, teardown, supplies)	\$3,966.00		\$4,126.00		\$4,293.00		\$4,466.00
Test Report (deliverable)	\$726.00		\$755.00		\$786.00		\$818.00
GIANERA POWER PLANT SUBTOTAL	\$6,775.00		\$6,833.00		\$7,110.00		\$7,398.00
SUBTOTALS	\$13,550.00	\$44,516.00	\$52,238.00	\$46,316.00	\$54,351.00	\$48,186.00	\$56,548.00
GRAND TOTAL	\$315,705.00						

**EXHIBIT B-2
LABOR RATES**



**FEE SCHEDULE FOR SOURCE TESTING
EFFECTIVE JANUARY 1, 2020**

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

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

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

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

<u>Overhead Direct Costs</u>	<u>Unit Rate (\$)</u>
Per Diem	150/day
Mobile Lab Vehicle Mileage	1.50/mile
Other Overhead Direct Costs, including analytical costs	Cost Plus 15%

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

1/1/2020 - This fee schedule supersedes all previous fee schedules.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Electric Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.