

SERVICES AGREEMENT

AIR TREATMENT CORPORATION

Cooling Tower Maintenance at Clearwater Power Plant – RFP No. 2412

On this _____ day of _____, 2024, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and AIR TREATMENT CORPORATION, a California corporation (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials, and equipment for and perform the work of Cooling Tower Maintenance at Clearwater Power Plant – RFP No. 2412 (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect on the date first written above and shall remain in effect until December 31, 2025, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Five Hundred Fourteen Thousand Eight Hundred Ninety-Nine Dollars and Sixty-Nine Cents (\$514,899.69), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in

writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by

anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the security services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals employed as security guards assigned to the City, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described

Services. Contractor further warrants that neither Contractor, individuals employed as security guards assigned to the City have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: General Manager
3900 Main Street
Riverside, CA 92522

To Contractor

Air Treatment Corporation.
Attn: Trevor Wood
3853 Calle Fortunada, Suite B
San Diego, CA 92123

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

25. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital 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 for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. 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 certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

26. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

26.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

26.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

26.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

27. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel


[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

AIR TREATMENT CORPORATION, a
California corporation


By: _____
Mike Futrell
City Manager

By: 
Craig Domagala (Dec 16, 2024 13:03 PST)
Print Name: Craig Domagala
Title: President
(Signature of Board Chair, President, or
Vice President)

Attest: _____
Donesia Gause
City Clerk

and

Certified as to Availability of Funds:

By: 
Thomas MacKinney (Dec 19, 2024 12:38 PST)
Print Name: Thomas MacKinney
Title: CFO
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

By: 
Chief Financial Officer

APPROVED AS TO FORM:


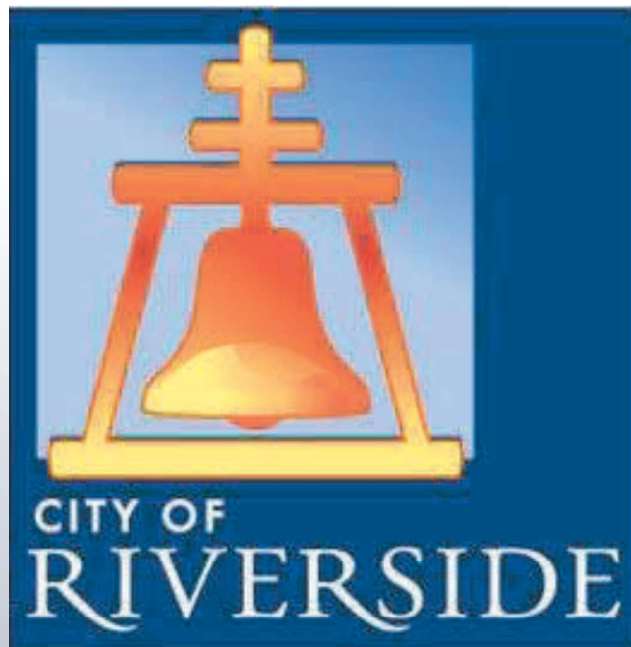
By: 
Ruthann M. Salera
Sr. Deputy City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



Cooling Tower Division, BAC Factory Representative for CA
RFP No. 2412 – Cooling Tower Maintenance at Clearwater Power Plant

November 14th, 2024



CONTENTS

Cover Letter & Statement of Understanding	3
Approach	4
Company Information	6
Company Personnel	6
Experience and References	7
Evidence of Insurance	9
Pricing	10
Disclosures	11

Cover Letter & Statement of Understanding

November 14, 2024

Angela Kilgo
Sr Procurement & Contract Specialist
The City of Riverside Finance-Purchasing Division

Subject: RFP No. 2412 - Cooling Tower Maintenance at Clearwater Power Plant

Dear Angela,

We appreciate you for considering our services and inviting us to bid for your Cooling Tower Maintenance bid at Clearwater Power Plant. All elements of the RFP have been reviewed and understood, and the Sample Service Agreement has been accepted. We look forward to serving your cooling needs.

Based on our latest inspection for the cooling towers at Clearwater Power Plant, we recommend the scope of work detailed in the referenced RFP and have included recommended add options detailed in our proposal based on our latest job walk. The details of our approach for completing each task item can be found under “Approach” on pages 4-5.

Air Treatment’s Cooling Tower Division has been in operation for over 15 years, providing high quality cooling tower overhauls, repairs & preventative maintenance for all cooling tower manufacturers in major cities of California, Hawaii, & Nevada. We are the sole source BAC manufacturer representative in California and offer the most competitive pricing for all BAC parts sourced directly from the factory. Our sole source letter from BAC can be viewed under “Experience & References” on page 8. Our crews have received the most factory and safety training of any cooling tower repair company in Southern California. All our Cooling Tower technicians go through intensive BAC Factory training providing technical knowledge for installing, servicing, troubleshooting, and repairing new or existing cooling towers. Our team has several years of experience in the cooling tower industry, completed cooling tower repairs with the Clearwater Power Plant in the past, and are the most knowledgeable company of your cooling tower’s current conditions.

Thank you for the opportunity and we look forward to working with you.

Trevor Wood
Aftermarket Sales Engineer
AIR TREATMENT CORPORATION | *100% Employee-Owned*
3853 Calle Fortunada, Suite B, San Diego, CA 92123
C: 949.735.5659 | O: 858.503.8559

Approach

We have matched the base bid scope of work detailed in the RFP and have included separated Add Options for the additional recommended scope of work based on our latest job walk:

Unit Model: 31301A-2 (Two Cells)

Serial#: U036961801MAD

Base Bid:

Item 1: Cooling Tower Cells 1 & 2 Fill Media, Eliminators, & Hot Water Basin Replacement

- Owner to LOTO fan motor and drain condenser water from tower cell as needed.
- Install new Hot Water Basin Kits with nozzles & covers.
 - New basins will be galvanized and coated with **Baltibond Corrosion Protection**.
 - Basin Kits will include new pre-distribution box coated with **Baltibond Corrosion Protection**.
- Remove existing louvers, louver supports, tie rods, & gussets.
- Demo existing "Block Fill" media and eliminators.
- Install new **HIGH TEMPERATURE** BACross II Fill Media with Fill Media Supports made of steel coated in **Baltibond Corrosion Protection**.
 - **BAC Factory High Temperature fill media rated for applications with entering water temperature up to 140°F.**
 - **BAC Factory High Temperature fill media is thicker and is a made of CPVC compared to the Standard temperature fill media that is thinner and is made of PVC.**
- Install new BAC Factory Drift Eliminators and Double Eliminators (**Original Design**) with Supports, Brackets, & Hardware.
- Reinstall existing louvers, louver supports, tie rods, & gussets.
- Air Treatment will provide scaffolding on the exterior of the cooling towers to ensure worker safety.
- Air Treatment will provide a crane for unloading/loading materials to top of cooling tower when necessary.
- Air Treatment will provide disposal of old materials off-site.
- Return cooling towers back to service.

Item 1A OPTION: Cooling Tower Cells 1 & 2 STANDARD TEMP FILL MEDIA DEDUCTION

- Exclude **HIGH TEMPERATURE** BACross II Fill Media listed in Item 1.
- Install new **STANDARD TEMPERATURE** BACross II Fill Media with Fill Media Supports made of steel coated in **Baltibond Corrosion Protection**.
 - **BAC Factory Standard Temperature fill media rated for applications with entering water temperature up to 130°F.**
- **Overall deduction of base scope pricing for Materials and Sales Tax listed in "Pricing" under Item 1A.**

Item 2: Cooling Tower Cells 1 & 2 Grind & Coat Tower Corrosion

- While fill media is removed, our techs will grind & coat corroded areas of tower (casing panels, support channels, mechanical support, balance clean chambers, & pipe risers) for both cells.
- **Two (2) of the C-Channel Supports in Cell 1 have corroded through and will be replaced during grind & coat work.**
 - New C-Channel Supports will be galvanized and coated with **Baltibond Corrosion Protection**.
- Coating will be made of Factory recommended marine grade epoxy.
- Air Treatment will provide disposal of old materials off-site.
- Return cooling towers back to service.

(CONTINUED)

Recommended Add Options & Others:

Item 3: Cooling Tower Cells 1-2 Fan & Gearbox Maintenance

- Owner to LOTO fan motor and drain condenser water from tower cell as needed.
- Check & realign motors to Gearboxes.
- Replace drive couplings.
- Change gear oil in two gearboxes.
- Air Treatment will provide disposal of old materials off-site.
- Return cooling towers back to service.

Item 4: Spare Fan Hub Assembly (Material Only, Qty 1)

- Provide One (1) new spare Fan Assembly, which includes Blades, Hub, Bore Bushing, & Hardware.
- All other parts sold separately.
- Freight included.
- **Labor for assembly & installation sold separately.**
- **Material Only.**

Item 5: Cooling Tower Cell 2 Balance Clean Chamber Replacement

- Owner to LOTO fan motor and drain condenser water from tower cell 2 as needed.
- Demo existing & replace Balancing Chamber Assembly.
- Demo existing & replace Balancing Chamber Flex Couplings, Boots, and Straps.
- Demo existing & replace Victaulic Coupling connected to riser.
- **Pipe Riser to be retained.**
- Place back in service and confirm no leaks.
- **Work to be performed on Cell 2 Only.**
- Air Treatment will provide disposal of old materials off-site.

Baltibond Corrosion Protection System — BAC Factory (OEM) applied thermosetting hybrid polymer, used to extend equipment life, is applied to select G-235 hot-dip galvanized steel components of the unit. The polymerized coating is baked onto the G-235 hot-dip galvanized steel and creates a barrier to the already corrosion resistant galvanized steel. The thermosetting hybrid polymer has been tested to withstand 6,000 hours in a 5% salt spray without blistering, chipping, or losing adhesion.

Material & Labor Warranty: Warranty on the materials supplied shall be the Manufacturer's Limited Warranty for One Year from date of install or as specified by the Manufactures Warranty Policy. Warranty of the supplied labor shall be covered for 1 year from installation of the equipment and/or materials. Buyer agrees to indemnify and hold harmless Seller, for any and all Claims of Damage(s), Expense(s) Cost(s) or Consequential Damages alleged or claimed by virtue of the furnishing of equipment/materials/and/or labor with the exception of Seller's negligence or intentional misconduct by Seller. Buyer agrees that in the event of an alleged Warranty Claim made, either through Buyer or Buyer's customer, or otherwise, which in truth and fact turns out to be a Non-Warranty item and is attributable to the acts of others (other than Seller's contracted Installer), failure to maintain equipment, or other reasons not the fault of the Manufacturer/Seller or Seller's Contractor, that Seller/Seller's Contractor and/or Manufacturer shall be reimbursed in full by Buyer for all expenses incurred in ascertaining the alleged Warranty Claim.

Company Information

Air Treatment is a C Corporation and our Southern California company information is as follows:

Headquarters/ LA Branch:

Air Treatment Corporation Brea
640 N Puente Street
Brea, CA 92821
909.869.7975

Cooling Tower Division:

Air Treatment Corporation
1908 Freeman Avenue
Signal Hill, CA 90755

San Diego Branch:

Air Treatment Corporation San Diego
3853 Calle Fortunada, Suite B
San Diego, CA 92123
858.569.5256

Company Personnel

In Air Treatment's Cooling Tower Division, we have a total of nine BAC specialized cooling tower technicians, including two Field Project Managers. Our primary contacts dedicated to your statement of work and all communication is as follows:

Trevor Wood

Aftermarket Sales Engineer
949.735.5659
2 years of Cooling Tower Industry Experience

Peter Cervantes

Field Project Manager
909.670.7176
17 years of Cooling Tower Industry Experience

Victor Morales

Field Project Manager
909.917.0037
29 years of Cooling Tower Industry Experience

Tony Smith

Cooling Tower Retrofit Manager
909.670.9014
33 years of Cooling Tower Industry Experience

Experience & References

Palomar Medical Center Escondido

2185 Citracado Parkway, Escondido, CA 92029

Pete Macias, District Facility Manager

pete.macias@palomarhealth.org

442-281-5696

Services: Performed cooling tower overhauls of their three BAC cooling tower cells between 2021-2023, including replacement of fill media and hot water basins, grinding & recoating corrosion of casing panels. *The Model of two of the cooling towers at Palomar Medical Center are identical to the cooling towers at Clearwater Power Plant.* Total project price of approximately \$200,000.00 per cell.

College of the Desert

43500 Monterey Ave, Palm Desert, CA 92260

Devin Johnson

devin@pacwestac.com

866-328-2129

Services: Performed fill media replacement and a full mechanical replacement on four BAC cooling tower cells in 2023. Total Project price was approximately \$700,000.00.

DTE San Diego Cogen Inc. at Rady Children's Hospital San Diego

3020 Children's Way, San Diego CA 92123

David Flores, Lead O&M Technician

david.flores@dteenergy.com

760-791-5425

Services: Semi-Annual Preventative Maintenance & Repairs on their six BAC cooling towers from 2015-Present (Same model series as Clearwater Power Plant), Fill Media Repair 2024, Balance Clean Chamber and Riser Replacement 2024, Gearbox & Fan Assembly Replacement in 2023.

In addition to our applicable references, Air Treatment Corporation is the sole source for all Baltimore Aircoil Company (BAC) parts & equipment in California. Our sole source letter can be found on the next page.

Air Treatment's BAC Sole Source Letter:



BALTIMORE AIRCOIL COMPANY



7600 Dorsey Run Road Jessup, MD 20794 › tel 410.799.6200 › fax 410.799.6416 › www.BaltimoreAircoil.com

March 7, 2024

To Whom It May Concern,

Baltimore Aircoil Company (BAC) is a worldwide manufacturer and marketer of evaporative cooling and heat transfer equipment for refrigeration, air conditioning and industrial cooling applications. BAC is represented in the Refrigeration, Food & Beverage, Commercial and Light Manufacturing Markets of the State of California by Air Treatment Corporation (ATC).

ATC is the exclusive representative for BAC equipment and replacement parts in California. Any questions concerning the application, operation and sale of BAC products and parts should be directed to them.

We thank you for your interest in Baltimore Aircoil Company heat transfer products and look forward to servicing your evaporative cooling and ice thermal storage needs.

If you have further questions, please feel free to contact me at 972.679.6008.

Sincerely, |



Adrienne L. Stoinoff
BAC Western Regional Sales Manager, North America

Evidence of Insurance

Our current Certificate of insurance with City of Riverside can be found below. Additional COI pages will be presented upon request.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/3/2024		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>						
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 18201 Von Karman Ave Suite 200 Irvine CA 92612			CONTACT NAME: Arthur J. Gallagher & Co. PHONE (A/C No. Ext): 949-349-9800 FAX (A/C No.): 949-349-9900 E-MAIL ADDRESS: Southwest.InterimCerts.GGBUS@aig.com			
INSURED Air Treatment Corporation 640 N. Puente Street Brea, CA 92821			INSURER(S) AFFORDING COVERAGE			
License#: 0059293 AIRTREA-02			INSURER A: Great American Insurance Company NAIC # 16691		INSURER B: Great American Assurance Company 26344	
			INSURER C:			
			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 1357935852		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED INGD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	GLP376327208	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Max Annual Agg \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y Y	CAP376327108	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	WC376327308	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The certificate holder is named additional insured/primary - non-contributory/waiver of subrogation applies, as respects to the general liability policy, per the attached form(s), as required per written contract. The certificate holder is named additional insured/waiver of subrogation applies, as respects to the auto liability policy, per the attached form(s), as required per written contract. Workers compensation waiver applies as respects to the workers compensation policy, per the attached form(s), as required per written contract. 30 Days Notice of Cancellation, 10 Days Notice for Non-Payment. RE: Work performed by the named insured as required per written contract with respects to CITY OF RIVERSIDE Certificate Holder(s) Continued: City of Riverside, its officers, employees and agents						
CERTIFICATE HOLDER			CANCELLATION			
CITY OF RIVERSIDE RISK MANAGEMENT 3900 MAIN STREET RIVERSIDE CA 92522			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2016/03)

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Pricing

Item 1	Clearwater Cooling Tower Basin Repair	Cost
1	Tower Cells 1&2 Fill Media & Hot Water Basin Replacement	
2	Labor	\$105,480.00
3	Materials	\$305,184.37
4	Taxes 8.75%	\$26,703.63
A	Misc: Option Deduction for STANDARD TEMP FILL MEDIA (Up to 130°F): Materials Deduction: -\$111,879.54, Tax Deduction: -\$9,789.46	-
Base Scope Total		\$437,368.00
Item 2	Cooling Tower Cells 1 & 2 Grind & Coat Tower Corrosion	Cost
1	Tower Cells 1&2 Grind & Coat Tower Corrosion	
2	Labor	\$16,918.00
3	Materials	\$3,742.53
4	Taxes 8.75%	\$327.47
Base Scope Total		\$20,988.00
Items 3-4	Clearwater Cooling Tower - Optional Items	Cost
1	Fan and Gearbox Maintenance	\$6,830.00
2	Spare fan hub assembly (Qty 1), Freight Included	\$19,985.00
2A	Spare fan hub assembly Sales Tax 8.75%	\$1,748.69
3	Cold Water Basin maintenance	N/A
4	Replacement tower assembly	N/A
Optional Total		\$28,563.69
Item 5	Others	Cost
1	Cooling Tower Cell 2 Balance Clean Chamber Replacement	
2	Labor	\$15,000.00
3	Materials	\$11,935.63
4	Taxes 8.75%	\$1,044.37
5		
6		
Others Total		\$27,980.00
BASE SCOPE TOTAL		\$458,356.00
GRAND TOTAL		\$514,899.69

NOTES: The Item 1A Alternative Standard Temperature Fill Media rated up to 130°F will deduct the Item 1 Base Scope Total to \$315,699.00.

Labor Rates for any additional work not included in the base bid scope will be \$225.00/Hour per Technician, not including apprentice labor. These rates include Public Works Prevailing Wage.

Disclosures

Disclosure Questionnaire

The Company shall complete the following questionnaire:

1. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

2. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Company?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

3. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, filed for bankruptcy under any business name over the past five (5) years.

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

4. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, have any past or current business and personal relationships with any current Riverside elected official, appointed official, City employee or family member of any current Riverside elected official, appointed official or City employee?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

5. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, had a contract terminated for default of cause?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

6. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization of governmental entity?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

7. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, been convicted of a felony or is currently under indictment on any felony charge?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

EXHIBIT “B”
COMPENSATION

Pricing

Item 1	Clearwater Cooling Tower Basin Repair	Cost
1	Tower Cells 1&2 Fill Media & Hot Water Basin Replacement	
2	Labor	\$105,480.00
3	Materials	\$305,184.37
4	Taxes 8.75%	\$26,703.63
A	Misc: Option Deduction for STANDARD TEMP FILL MEDIA (Up to 130°F): Materials Deduction: -\$111,879.54, Tax Deduction: -\$9,789.46	-
Base Scope Total		\$437,368.00
Item 2	Cooling Tower Cells 1 & 2 Grind & Coat Tower Corrosion	Cost
1	Tower Cells 1&2 Grind & Coat Tower Corrosion	
2	Labor	\$16,918.00
3	Materials	\$3,742.53
4	Taxes 8.75%	\$327.47
Base Scope Total		\$20,988.00
Items 3-4	Clearwater Cooling Tower - Optional Items	Cost
1	Fan and Gearbox Maintenance	\$6,830.00
2	Spare fan hub assembly (Qty 1), Freight Included	\$19,985.00
2A	Spare fan hub assembly Sales Tax 8.75%	\$1,748.69
3	Cold Water Basin maintenance	N/A
4	Replacement tower assembly	N/A
Optional Total		\$28,563.69
Item 5	Others	Cost
1	Cooling Tower Cell 2 Balance Clean Chamber Replacement	
2	Labor	\$15,000.00
3	Materials	\$11,935.63
4	Taxes 8.75%	\$1,044.37
5		
6		
Others Total		\$27,980.00
BASE SCOPE TOTAL		\$458,356.00
GRAND TOTAL		\$514,899.69

NOTES: The Item 1A Alternative Standard Temperature Fill Media rated up to 130°F will deduct the Item 1 Base Scope Total to \$315,699.00.

Labor Rates for any additional work not included in the base bid scope will be \$225.00/Hour per Technician, not including apprentice labor. These rates include Public Works Prevailing Wage.

EXHIBIT "C"
KEY PERSONNEL

Company Information

Air Treatment is a C Corporation and our Southern California company information is as follows:

Headquarters/ LA Branch:

Air Treatment Corporation Brea
640 N Puente Street
Brea, CA 92821
909.869.7975

Cooling Tower Division:

Air Treatment Corporation
1908 Freeman Avenue
Signal Hill, CA 90755

San Diego Branch:

Air Treatment Corporation San Diego
3853 Calle Fortunada, Suite B
San Diego, CA 92123
858.569.5256

Company Personnel

In Air Treatment's Cooling Tower Division, we have a total of nine BAC specialized cooling tower technicians, including two Field Project Managers. Our primary contacts dedicated to your statement of work and all communication is as follows:

Trevor Wood

Aftermarket Sales Engineer
949.735.5659
2 years of Cooling Tower Industry Experience

Peter Cervantes

Field Project Manager
909.670.7176
17 years of Cooling Tower Industry Experience

Victor Morales

Field Project Manager
909.917.0037
29 years of Cooling Tower Industry Experience

Tony Smith

Cooling Tower Retrofit Manager
909.670.9014
33 years of Cooling Tower Industry Experience