

SERVICES AGREEMENT

CEMTEK ENVIRONMENTAL INC. dba CEMTEK KVB-Enertec

Continuous Emissions Monitoring Upgrades at Springs Power Plant – RFP No. 2347

THIS SERVICES AGREEMENT is made and entered into on this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and CEMTEK ENVIRONMENTAL INC., a California corporation, doing business as CEMTEK KVB-Enertec (“Contractor”).

1. Scope of Services. Contractor shall furnish all labor, materials and equipment for and perform the work of Continuous Emissions Monitoring Upgrades at Springs Power Plant – RFP No. 2347 (“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 from the date first written above, through December 31, 2024, 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 Six Hundred Thirty-Nine Thousand Two Hundred Forty-One Dollars and Ninety-Six Cents (\$639,241.96), plus an additional ten percent (10%) change authority in the amount of Sixty-Three Thousand Nine Hundred Twenty-Four Dollars (\$63,924.00), for a total contract amount not to exceed Seven Hundred Three Thousand One Hundred Sixty-Six Dollars (\$703,166.00), 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 Consultant's performance of this Agreement, Consultant 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, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, 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, Consultant 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 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 listed in Exhibit "C," 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, nor the individuals listed in Exhibit "C" 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/dlslr/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

CEMTEK KVB-Enertec
Attn: Gary Cacciatore
3041 S. Orange Avenue
Santa Ana, CA 92707

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 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 items. Reference to section numbers, are to sections in this 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 Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____

Mike Futrell
City Manager

Attest: _____

Donesia Gause
City Clerk

Certified as to Availability of Funds

By: 
Chief Financial Officer

APPROVED AS TO FORM:

By: 
Ruthann M. Salera
Senior Deputy City Attorney

CEMTEK ENVIRONMENTAL INC., a California corporation, doing business as CEMTEK KVB-Enertec

By: 
Ty Smith

Print Name: Ty Smith

Title: President

(Signature of Board Chair, President, or Vice President)

and

By: 
Ingrid Shultz

Print Name: Ingrid Shultz

Title: Secretary

(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

EXHIBIT “A”

SCOPE OF SERVICES

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Section 1

Bidder Forms

RFP 2347- SPRINGS CEMS UPGRADE
Exhibit C_ Cost Proposal Summary Revised

1. Equipment and Labor Breakdown

	Item	Qty	Unit Price	Total Price Equip., Parts, Rental & Materials	Tax (8.75%)	Installation Labor	Total Materials, Taxes, and Labor
1	Stack Nox Analyzer (Includes O2 Bench)	4	\$ 25,630.00	\$ 102,520.00	\$ 8,970.50	\$ 17,878.84	\$ 129,369.34
2	Stack CO Analyzer	4	\$ 18,180.00	\$ 72,720.00	\$ 6,363.00	\$ 12,681.91	\$ 91,764.91
3	Stack O2 Analyzer (Included with NOx Analyzer)	4	\$ -	\$ -	\$ -	\$ -	\$ -
4	Inlet Nox Analyzer	4	\$ 18,680.00	\$ 74,720.00	\$ 6,538.00	\$ 13,030.70	\$ 94,288.70
5	Sample Conditioning System	4	\$ 19,603.00	\$ 78,412.02	\$ 6,861.05	\$ 13,674.56	\$ 98,947.63
6	1 Year Operating Spares (For new equipment only)	4	\$ 3,000.00	\$ 12,000.00	\$ 1,050.00		\$ 13,050.00
7	Misc materials (additional material including temperature controllers, ammonia scrubbers, analyzer racks, electrical panels, calibration gas solenoid valves, drawings, and testing)						
8	PLC Parts	1	\$ 16,423.47	\$ 16,423.47	\$ 1,437.05		\$ 17,860.53
9	Equipment Rental	1	\$ 2,500.00	\$ 2,500.00			\$ 2,500.00
						Total	\$ 600,816.28

2. Additional Costs

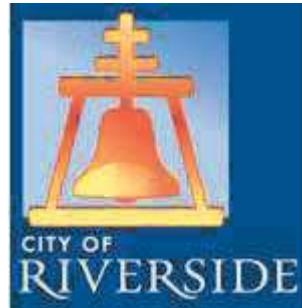
	Item	Qty	Unit Price	Total Price
1	Factory Acceptance Test	1	\$ 5,667	\$ 5,667
2	Certification Tests (Support Only)	1	\$ 9,125	\$ 9,125
3	Dahs Integration	1	\$ 17,281	\$ 17,281
4	Report and Documentation	1	\$ 4,202	\$ 4,202
5	Training	1	\$ 2,150	\$ 2,150
6	Additional for CEMS replacement to be completed within 24 hours per unit, for the base scope, and not optional items.	1	\$ 39,864	\$ 39,864
7	Discount, CEMS replacement to be completed within 24 hours per unit, for the base scope, and not optional items.	-1	\$ 39,864	\$ (39,864)
			Total	\$ 38,426

Proposal Price (Excluding Options) \$ 639,242

3. Optional Items

	Item	Qty	Unit Price	Total Price Parts & 3yr Spares	Tax (8.75%)	Installation Labor Inlet Nox Sample Line	Total Parts & 3yr Spares & Labor
1	Project Contingency Option. The amount of project contingency option shall not exceed 10% of the project total of \$639,242 and will be charged in accordance of the CEMTEK's attached field service rates. 1. Optional price to be utilized for any unexpected out of scope services during the project. 2. The amount of project contingency option shall not exceed 10% of the project total of \$639,241.96 and will be charged in accordance of the CEMTEK's attached field service rates. 3. The project contingency option is excluded from the total payment due under the project and shall only apply if the City of Riverside submits approval to purchase this option. 4. Any Services under this option shall require the City of Riverside's prior approval and the City of Riverside shall only be billed for authorized services under this option.	1	\$ 63,924	\$ 63,924	\$ -	\$ -	\$ 63,924
				Total	\$		\$ 63,924

Proposal Price (Including Options) \$ 703,166



3900 Main Street
Riverside, CA 92522

**Request For Clarification #02
April 29, 2024**

**RFP #2347
CEMS Upgrades at Springs Power Plant**

CERTIFICATION OF RECEIPT OF CLARIFICATION

I certify that I have received this clarification on behalf of the company listed below:

Signed: _____ Dated: _____

Name and title: _____

Company: _____

Email: _____

Request For Clarification #02 TO RFP #2347

Request For Clarification #02 (“RFC #02”) is considered as part of the Request for Proposal (“RFP”). All other terms of the RFP remain unchanged and in effect. This RFC #02 is intended to provide additional clarification to the Company’s submitted proposal to the above-referenced RFP. Any information contained herein will be considered part of the RFP, and as such will be used in the evaluation of the bid responses. This is not a request for an updated or amended proposal, this is simply a request for clarification on how your proposal as submitted meets the requirements stated in the City RFP.

Please return RFC #02 by completing and returning all pages with a signed cover page before **05/14/2024 by 5:00 PM Pacific Time** to akilgo@riversideca.gov. Late responses will deem the Company non-responsive and will not be considered for award.

The City is requesting the following questions be addressed below, in addition to revising your Proposal document.

1. Please confirm sample panels include Stack and Inlet Nox. **Confirmed.**
2. Please confirm CEMTEK is performing recertification tests. **Cemtek included Certification Support in our proposal. RATA subcontractor to be supplied by the customer.**
3. Please confirm CEMTEK will provide a complete recertification report to be submitted to AQMD. **Confirmed, except for the RATA report.**
4. Please clarify that the non-monitoring period will be less than 24 hours per unit. **Confirmed the installation can be performed within 24 hours per unit.**
5. Please provide a rough gant chart on how CEMTEK will approach the CEMS project. **Please see attached.**
6. Who is the 3rd party contractor (subcontractor) CEMTEK plans to use? Cemtek to review the use of internal labor and provide info Waters and Electric. **Cemtek will perform all field activities including installation. We are withdrawing utilization of Waterson Electric from this project.**
7. Why are we seeing a T&M portion on the RFP? Needs to be fixed. No change orders. **Confirmed we are supplying firm and fixed pricing.**
8. Does the sample panel quoted share any parts from the universal panels at RERC as we’d like to reduce required spare parts? **The sample coolers are the same model numbers.**
9. Will this new setup let us utilize three calibration gases similar to the way RERC is now? **Confirmed. We will setup to utilize three calibration gases.**

10. When is the start-up? Dec. 2024 or Jan. 2025 for implementation. PO should be before Dec. 2024 provided the proper approvals are received. **Based on the previous meeting April 29th, 2024, PO will be issued in October 2024 and startup will be between January and April 2025.**
11. Please confirm analyzer model numbers for this project. **Please see attached model numbers in quote.** Model N200M-21-66A-65A, Model N300M-21-66A, and Model N200M-21-66A.

Section 2

Statement of Understanding Rev 4



Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707
2849 Sterling Drive, Hatfield, PA 19440
Houston, TX

888-400-0200
800-582-1670
281-729-8228

For Questions contact Gary Cacciatore at GCacciatore@cemteks.com or 714-904-0767
or Quang Nguyen at Qnguyen@cemteks.com, or 714-437-7100 x 230

Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack
applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
1		<ul style="list-style-type: none">- Upgrade four (4) fully extractive CEMS in four (4) existing customer walk-in Shelters; Each Stack CEMS monitors NOx, CO, and O2; Each SCR Inlet CEMS Monitors NOx;- Modify existing NetDAHS Data Acquisition and Handling Systems (DAHS) for regulatory reporting per USEPA 40 CFR Part 60, Part 75, and SCAQMD regulation;	
1-A		<ul style="list-style-type: none">- Stack and SCR Inlet Sample Systems:- Reuse existing customer Sample probes- Reuse existing customer sample lines including circuit breakers.	
	8	Temperature controllers and solid state relays for heated sample line and probe filter	
	8	Sample conditioning system panel for Stack and Inlet CEMS, includes sample pump, peristaltic pump, sample filtration, moisture sensors, rotameters, and flow components	
	8	Universal Thermoelectric Cooler, model 644 with (2) 5" 316SS Heat Exchangers	
	8	24VDC Power supply for the model 644 Thermoelectric Cooler	
	4	Ammonia scrubber in line before stack analyzers	
1-B		<ul style="list-style-type: none">- Stack and SCR Inlet Analyzers:	
	4	Stack NOx/O2 analyzer, TAPI Model T200M, Chemiluminescent, dual range, 0-200 ppm max range, and paramagnetic O2 sensor 0-25%, 4-20mA outputs Note: Model T200M-21-41-65A	
	4	Stack CO analyzer, TAPI Model T300M, Gas Filter Correlation, dual range, 0-5000 ppm max range, 4-20mA outputs Note: Model T300M-21-41	
	4	SCR inlet NOx analyzer, TAPI Model T200M Chemiluminescent, dual range 0-200 ppm max range, 4-20mA outputs Note: Model T200M-21-41	



Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707
2849 Sterling Drive, Hatfield, PA 19440
Houston, TX

888-400-0200
800-582-1670
281-729-8228

For Questions contact Gary Cacciatore at GCacciatore@cemteks.com or 714-904-0767
or Quang Nguyen at Qnguyen@cemteks.com, or 714-437-7100 x 230

Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack
applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
1-C	-	Reuse existing Customer Walk-in Enclosures, including chart recorder, power supply, instrument air, calibration lines, and communication cables: 4 Instrument air manifold 4 Open 19 inch rack to house analyzers 8 Electrical control panels with IOs terminal blocks, wireway, includes 24VDC power supply, push button and selector switches, enclosure temperature monitor, sample moisture relays, controller output relays. 4 Lot, tags	
1-D	-	Calibration system: - Reuse existing customer cal gas regulators 4 Calibration gas manifold with solenoid valves for daily & quarterly audits 8 Solenoid valves for manual and local calibrations	
1-E	-	Reuse Existing Customer System Controller and Data Acquisition and Handling System (DAHS): 4 Additional CompactLogix PLC I/O modules, - 16AI - 32DI - 16DO 1 Modification to existing Cemtek/KVB-Enertec NetDAHS, Data Acquisition and Handling System for USEPA 40CFR75/60, and SCAQMD RECLAIM, and RTU regulatory reporting	
1-F	-	Documentation: 4 Update USEPA 40CFR 75 Monitoring Plan preparation and evaluation through ECMPS/Client Tool. 4 Update USEPA 40CFR75/60 Quality Assurance Plan Documentation 4 Update SCAQMD ST220, CEMS application preparation for customer to submit. 4 Update SCAQMD RTU documents for customer to submit	



Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707
2849 Sterling Drive, Hatfield, PA 19440
Houston, TX

888-400-0200
800-582-1670
281-729-8228

For Questions contact Gary Cacciatore at GCacciatore@cemteks.com or 714-904-0767
or Quang Nguyen at Qnguyen@cemteks.com, or 714-437-7100 x 230

Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack
applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price		
	4	Update CEMS O&M manual hard copy & electronic copy - New drawings will only be supplied for new parts by Cemtek.			
	4	Factory Acceptance Test at Cemtek facility	Equipment Subtotal:		
	4	Spare parts, preliminary, recommended 1-year, level A, consumable spare parts.			
	4	Note: For new Cemtek equipment only. Lot, CEMS packing			
2		Field Services: - Includes additional shifts for completing installation within 24 hours, per unit, with staggered schedule, one by one.			
2-A	-	Onsite Installation by Cemtek: Days, CEMS Installation, 2-technician per shift (8-hour days), additional shifts as needed Shift 1 & 2: - Label all DCS signal wires, Ethernet cables, power wires, sample lines, and calgas tubing before disconnect them. - Removal of existing sample system panels, Horiba analyzer racks. - Reusing the existing Compact Logix PLCs, and Yokogawa chart recorders, and install them on the new analyzer racks. Shift 2 & 3: - Mounting new analyzer racks and sample conditioning panels. Install powers and signal wires to these racks and panels. Install DCS wires, Ethernet cables, Install wires for Chart recorders. Install additional PLC I/O modules and run wires for these modules - Reinstall sample lines, calgas lines, instrument air line. Perform leak checks, continuity check, testing DCS signals - Check software functionality, check calibrations, and QA the whole system.			



Quotation and Scope Of Work

3041 South Orange Avenue, Santa Ana, CA 92707
2849 Sterling Drive, Hatfield, PA 19440
Houston, TX

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281-729-8228

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Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
2-B	4	Days, NetDAHS Engineer onsite for NetDAHS configuration changes and startup	
	-	Site Acceptance Test:	
2-C	4	Day, for Site Acceptance Test, one (1) technician per day	
	-	Start-up, Commissioning, and Training:	
	8	Day, CEMS Start-Up, including local travel trip, one (1) technician per day	
2-D	4	Day, NetDAHS Start-Up, including local travel trip (8-hour days)	
	-	CEMS hardware Training:	
	1	Day, CEMS Hardware training (8-hour day)	
		Note: NetDAHS software training is not included. This can be quoted upon request if needed.	
2-E	-	Certification support, one (1) mobilization:	
	5	Days, Linearity test, response time, NOx converter efficiency test, collection of 7-day drift data and RATA supervision	
	4	Lot, Certification test protocol and reports for the above tests	
	-	Supplied by Customer , Subcontractor for a RATA test protocol, and gas RATA. - RATA test protocol and RATA test report are supplied by a RATA subcontractor	
	-	Supplied by Customer , Onsite calibration gases	
	-	Field Services Subtotal (for normal working hours):	
2-F	-	Adder for CEMS installation to be completed within 24 hours per unit.	
2-F. 1	-	Discount \$39,864 for Valued Customer as The City of Riverside	
		Field Services Subtotal (for installation within 24 hours):	
	1	Lot, Freight to jobsite, LTL Freight Rate:	
		Total Project without Sales Tax:	
		8.75% Sales Tax (Equipment Only):	
		Total Project with Sales Tax:	



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Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
3	1	<p>Options:</p> <ul style="list-style-type: none">- To be added to the Purchase Order if needed- Option prices are valid only with Original PO. Option prices could be impacted after work has started for drawings and documentation <p>Project Contingency Option.</p> <ol style="list-style-type: none">1. Optional price to be utilized for any unexpected out of scope services during the project.2. The amount of project contingency option shall not exceed 10% of the project total of \$639,242 and will be charged in accordance of the CEMTEK's attached field service rates.3. The project contingency option is excluded from the total payment due under the project and shall only apply if the City of Riverside submits approval to purchase this option.4. Any Services under this option shall require the City of Riverside's prior approval and the City of Riverside shall only be billed for authorized services under this option. <p>Technical Exceptions and Notes:</p> <ul style="list-style-type: none">- Customer to supply utilities and operating calibration gases.- Customer is responsible for:- Receiving and inspecting delivery equipment and moving the equipment to the installation location.- If options are selected for replacing existing sample probes and sample lines, the customer is responsible for supplying OSHA approved access to sample ports.- The customer is also responsible for disposal of removed old equipment.- For reusing existing parts, if they require repair or replacement, additional charges will apply and will be billed based on Time and Materials (T&M)	



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Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack
applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
		<p>- ISA grade instrument air 90 psi at 15 scfm for 30 seconds/day for probe purge operation.</p> <p>- Customer to provide a remote access connection to the DAHS for remote support. This is requested for software warranty, maintenance, and support.</p> <p>- Site Air Permit needed to confirm engineering design & pricing.</p> <p>- Start-up time based on completed install checklist being signed off before or upon arrival. Site delays will be billed at rate sheet.</p> <p><u>Commercial Notes:</u></p> <ul style="list-style-type: none">- Cemtek standard Terms and Conditions apply.- Delivery schedule: Equipment 20 - 24 weeks ARO, drawings 8 - 10 weeks ARO (New drawings will only be supplied for new parts by Cemtek)- FOB, Destination Allowed.- Warranty: One (1) year from successful CEMS certification, not to exceed two (2) years from Shipment.- Warranty does not apply for existing parts.- Applicable sales tax was not included on the total price.- Bid Validity: 120 days <p><u>Payment Terms: Net 30</u></p> <ul style="list-style-type: none">- 10% Upon award- 20% Upon transmittal of drawings- 30% Upon equipment receipt at CEMTEK factory- 25% Upon equipment delivery- 10% After installation of equipment- 5% After submittal of QAP and As-Installed Drawings	

Section 3

CEMTEK KVB-Enertec
Quotation Rev 4



Quotation and Scope Of Work

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Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack
applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
1		<ul style="list-style-type: none">- Upgrade four (4) fully extractive CEMS in four (4) existing customer walk-in Shelters; Each Stack CEMS monitors NOx, CO, and O2; Each SCR Inlet CEMS Monitors NOx;- Modify existing NetDAHS Data Acquisition and Handling Systems (DAHS) for regulatory reporting per USEPA 40 CFR Part 60, Part 75, and SCAQMD regulation;	
1-A		<ul style="list-style-type: none">- Stack and SCR Inlet Sample Systems:- Reuse existing customer Sample probes- Reuse existing customer sample lines including circuit breakers.	
	8	Temperature controllers and solid state relays for heated sample line and probe filter	
	8	Sample conditioning system panel for Stack and Inlet CEMS, includes sample pump, peristaltic pump, sample filtration, moisture sensors, rotameters, and flow components	
	8	Universal Thermoelectric Cooler, model 644 with (2) 5" 316SS Heat Exchangers	
	8	24VDC Power supply for the model 644 Thermoelectric Cooler	
	4	Ammonia scrubber in line before stack analyzers	
1-B		<ul style="list-style-type: none">- Stack and SCR Inlet Analyzers:	
	4	Stack NOx/O2 analyzer, TAPI Model T200M, Chemiluminescent, dual range, 0-200 ppm max range, and paramagnetic O2 sensor 0-25%, 4-20mA outputs Note: Model T200M-21-41-65A	
	4	Stack CO analyzer, TAPI Model T300M, Gas Filter Correlation, dual range, 0-5000 ppm max range, 4-20mA outputs Note: Model T300M-21-41	
	4	SCR inlet NOx analyzer, TAPI Model T200M Chemiluminescent, dual range 0-200 ppm max range, 4-20mA outputs Note: Model T200M-21-41	



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Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack
applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
1-C	-	Reuse existing Customer Walk-in Enclosures, including chart recorder, power supply, instrument air, calibration lines, and communication cables: 4 Instrument air manifold 4 Open 19 inch rack to house analyzers 8 Electrical control panels with IOs terminal blocks, wireway, includes 24VDC power supply, push button and selector switches, enclosure temperature monitor, sample moisture relays, controller output relays. 4 Lot, tags	
1-D	-	Calibration system: - Reuse existing customer cal gas regulators 4 Calibration gas manifold with solenoid valves for daily & quarterly audits 8 Solenoid valves for manual and local calibrations	
1-E	-	Reuse Existing Customer System Controller and Data Acquisition and Handling System (DAHS): 4 Additional CompactLogix PLC I/O modules, - 16AI - 32DI - 16DO 1 Modification to existing Cemtek/KVB-Enertec NetDAHS, Data Acquisition and Handling System for USEPA 40CFR75/60, and SCAQMD RECLAIM, and RTU regulatory reporting	
1-F	-	Documentation: 4 Update USEPA 40CFR 75 Monitoring Plan preparation and evaluation through ECMPS/Client Tool. 4 Update USEPA 40CFR75/60 Quality Assurance Plan Documentation 4 Update SCAQMD ST220, CEMS application preparation for customer to submit. 4 Update SCAQMD RTU documents for customer to submit	



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To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack
applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
	4	Update CEMS O&M manual hard copy & electronic copy - New drawings will only be supplied for new parts by Cemtek.	
	4	Factory Acceptance Test at Cemtek facility	
	4	Spare parts, preliminary, recommended 1-year, level A, consumable spare parts.	
	4	Note: For new Cemtek equipment only. Lot, CEMS packing	
		Equipment Subtotal:	\$ 488,902
2		Field Services: - Includes additional shifts for completing installation within 24 hours, per unit, with staggered schedule, one by one.	
2-A	-	Onsite Installation by Cemtek: Days, CEMS Installation, 2-technician per shift (8-hour days), additional shifts as needed Shift 1 & 2: - Label all DCS signal wires, Ethernet cables, power wires, sample lines, and calgas tubing before disconnect them. - Removal of existing sample system panels, Horiba analyzer racks. - Reusing the existing Compact Logix PLCs, and Yokogawa chart recorders, and install them on the new analyzer racks. Shift 2 & 3: - Mounting new analyzer racks and sample conditioning panels. Install powers and signal wires to these racks and panels. Install DCS wires, Ethernet cables, Install wires for Chart recorders. Install additional PLC I/O modules and run wires for these modules - Reinstall sample lines, calgas lines, instrument air line. Perform leak checks, continuity check, testing DCS signals - Check software functionality, check calibrations, and QA the whole system.	



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Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
2-B	4	Days, NetDAHS Engineer onsite for NetDAHS configuration changes and startup	
	-	Site Acceptance Test:	
2-C	4	Day, for Site Acceptance Test, one (1) technician per day	
	-	Start-up, Commissioning, and Training:	
	8	Day, CEMS Start-Up, including local travel trip, one (1) technician per day	
2-D	4	Day, NetDAHS Start-Up, including local travel trip (8-hour days)	
	-	CEMS hardware Training:	
	1	Day, CEMS Hardware training (8-hour day)	
		Note: NetDAHS software training is not included. This can be quoted upon request if needed.	
2-E	-	Certification support, one (1) mobilization:	
	5	Days, Linearity test, response time, NOx converter efficiency test, collection of 7-day drift data and RATA supervision	
	4	Lot, Certification test protocol and reports for the above tests	
	-	Supplied by Customer , Subcontractor for a RATA test protocol, and gas RATA. - RATA test protocol and RATA test report are supplied by a RATA subcontractor	
	-	Supplied by Customer , Onsite calibration gases	
		Field Services Subtotal (for normal working hours):	\$ 105,308
2-F	-	Adder for CEMS installation to be completed within 24 hours per unit.	\$ 39,864
2-F. 1	-	Discount \$39,864 for Valued Customer as The City of Riverside	\$ (39,864)
		Field Services Subtotal (for installation within 24 hours):	\$ 105,308
	1	Lot, Freight to jobsite, LTL Freight Rate:	\$ 1,500
		Total Project without Sales Tax:	\$ 595,710
		8.75% Sales Tax (Equipment Only):	\$ 43,533
		Total Project with Sales Tax:	\$ 639,242



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Date: 2-Jul-2024
Quote No: RCU240306
Revision 4

To: City of Riverside
Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
3	1	<p>Options:</p> <ul style="list-style-type: none">- To be added to the Purchase Order if needed- Option prices are valid only with Original PO. Option prices could be impacted after work has started for drawings and documentation <p>Project Contingency Option.</p> <ol style="list-style-type: none">1. Optional price to be utilized for any unexpected out of scope services during the project.2. The amount of project contingency option shall not exceed 10% of the project total of \$639,242 and will be charged in accordance of the CEMTEK's attached field service rates.3. The project contingency option is excluded from the total payment due under the project and shall only apply if the City of Riverside submits approval to purchase this option.4. Any Services under this option shall require the City of Riverside's prior approval and the City of Riverside shall only be billed for authorized services under this option. <p>Technical Exceptions and Notes:</p> <ul style="list-style-type: none">- Customer to supply utilities and operating calibration gases.- Customer is responsible for:- Receiving and inspecting delivery equipment and moving the equipment to the installation location.- If options are selected for replacing existing sample probes and sample lines, the customer is responsible for supplying OSHA approved access to sample ports.- The customer is also responsible for disposal of removed old equipment.- For reusing existing parts, if they require repair or replacement, additional charges will apply and will be billed based on Time and Materials (T&M)	\$ 63,924



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Date: 2-Jul-2024
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Attn: Angela Kilgo
Re: CEMS Upgrade Quote for four (4) combustion turbine stack
applications with SCR. Project located in City of Riverside, CA.

Item #	Qty	Quotation Description	Price
		<p>- ISA grade instrument air 90 psi at 15 scfm for 30 seconds/day for probe purge operation.</p> <p>- Customer to provide a remote access connection to the DAHS for remote support. This is requested for software warranty, maintenance, and support.</p> <p>- Site Air Permit needed to confirm engineering design & pricing.</p> <p>- Start-up time based on completed install checklist being signed off before or upon arrival. Site delays will be billed at rate sheet.</p> <p><u>Commercial Notes:</u></p> <ul style="list-style-type: none">- Cemtek standard Terms and Conditions apply.- Delivery schedule: Equipment 20 - 24 weeks ARO, drawings 8 - 10 weeks ARO (New drawings will only be supplied for new parts by Cemtek)- FOB, Destination Allowed.- Warranty: One (1) year from successful CEMS certification, not to exceed two (2) years from Shipment.- Warranty does not apply for existing parts.- Applicable sales tax was not included on the total price.- Bid Validity: 120 days <p><u>Payment Terms: Net 30</u></p> <ul style="list-style-type: none">- 10% Upon award- 20% Upon transmittal of drawings- 30% Upon equipment receipt at CEMTEK factory- 25% Upon equipment delivery- 10% After installation of equipment- 5% After submittal of QAP and As-Installed Drawings	

CEMTEK KVB-Enertec

Continuous Emissions Monitoring Systems (CEMS)

Quote No. RCU240306

City of Riverside

Riverside, CA

March 20, 2024

Count	Reference	Stated RFP Technical Exceptions & Clarifications
CEMTEK KVB-Enertec Proposed Technical Exceptions & Clarifications to CEMS documents which are applicable to the type of work being performed. Seller's proposed modifications are part of this proposal. These may be modified and mutually agreed upon during contract negotiations.		
<u>Buyer Specification:</u> <i>RFP 2347 CEMS Upgrade @ Springs Power Plant NEED EXHB C</i>		
1	SECTION 2.0 Basic Description and Delivery Requirements 2.2 Pg 15 of 35	<p>Specification requires: Each analyzer should fully integrate with the existing CEMTEK KVB-Enertec NetDAHS Edge Data Acquisition and Handling System (DAHS) and Yokogawa DY050 chart recorders.</p> <p><u>Clarifications:</u></p> <ul style="list-style-type: none">- The stated model DY050 seems to be a flow monitor. Per job walk, the existing flow is not part of our scope of work.- Cemtek will reuse the existing chart recorders.



Emissions Monitoring for Compliance and Process Improvement

CEM Systems, CEM Service, Opacity, Flow and CEMS Parts

888-400-0200

www.cemteks.com

West Coast Office

3041 S Orange Ave.
Santa Ana, CA 92707
714-437-7100 phone
714-904-4404 Emergency/After Hours
888-400-0200 Parts/Service
support@cemteks.com

East Coast Office

2849 Sterling Drive
Hatfield, PA 19440
215-996-9200 phone
800-582-1670 Tech support

Service Rate Sheet – Effective January 1, 2024

Service Description	Regular Rate*	Overtime Rate	Premium Rate
CEMS Service Technician	\$ 205/hr	\$ 365/hr	\$ 475/hr
CEMS Service Technician – International Rate	\$ 265/hr	\$ 425/hr	\$ 600/hr
In-House Bench Repair (Analyzers)	\$ 190/hr	\$ 285/hr	\$ 425/hr
CEMS/NetDAHS Edge Engineer/Programmer	\$ 265/hr	\$ 425/hr	\$ 600/hr
Mercury, Ammonia, TDL, FTIR, PM, HCl & HF Monitors Service Technician	\$ 265/hr	\$ 365/hr	\$ 600/hr
Software Service or EDR Support	\$205/hr	\$365/hr	\$475/hr
Training Services – CEMS Hardware Training	\$ 2,200/day		
Training Services – Software, TDL, FTIR or Hg Training	\$ 2,800/day		

Regular Rate: First 8 hours worked between 7am and 5pm Mon – Fri
Overtime Rate: >8hrs <12hrs worked per day Mon – Fri and all-day Sat
Premium Rate: >12hrs worked per day and all-day Sunday & Holidays

* Regular rates apply to North America including Alaska & Hawaii but excludes all off-shore US territories & possessions (Guam, Puerto Rico, American Samoa, USVI & CNMI)

Four-hour minimum charge on all services.

All rates above are for hours, Travel and Living Expenses will be billed separately at cost plus 10%. Mileage is charged at \$.70 per mile.

Per diem will be charged at \$150 per day.

Insurance Certificate sent upon receipt of PO



CERTIFICATION TERMS & CONDITIONS:

Prices and schedule for certification, field supervision of testing are based and conditioned upon the following:

1. **NORMAL WORKING DAY** - A normal working day consists of eight (8) hours. Overtime rates shall be applied after the first eight (8) hours worked. It is at Cemtek KVB-Enertec's discretion to invoice extra for overtime.
2. **INCLEMENT WEATHER** - Inclement weather is defined as lightning, thunderstorms, strong winds, icing, or any other severe atmospheric conditions which may endanger Cemtek KVB-Enertec personnel and/or equipment, or otherwise have detrimental affect to the test results. The decision regarding whether sampling operations will be conducted or continued, will be at the discretion of Cemtek KVB-Enertec. If Cemtek KVB-Enertec is unable to conduct testing because weather conditions render such testing unsafe or inaccurate, thereby preventing testing during the scheduled hours of the scheduled days, Purchaser agrees to pay the standby rate.
3. **UTILITIES AND FACILITIES** - In order to avoid delays and standby fees, Purchaser will provide (1): Safe access to the test ports/testing location via ladders, elevators, etc., (2): Protection from hazardous environmental or plant conditions including thunderstorms, toxic gases, etc., and (3): Power requirements. Loss of any utility during any part of the certification program will constitute a four (4) hour delay after the utility has been restored.
4. **PROCESS INFORMATION** - Process data shall be provided by Purchaser in a format suitable for direct inclusion in the final report. If data manipulation or interpretation is required, Purchaser will be billed at the current rate in effect.
5. **UNSUCCESSFUL TEST** - Cemtek KVB-Enertec shall not be held responsible for any unsuccessful test due to failure, malfunction, or improper operation of Purchaser's process or control equipment. It is Purchaser's responsibility to have the process, control equipment, and monitoring system operated in a representative manner. Cemtek KVB-Enertec may recommend adjustments to the operations, but such action will be at the discretion of Purchaser and in no way render Cemtek KVB-Enertec liable.
6. **FACILITY CONDITIONS**
 - a. The combustion source under test must remain on-line and stable during the RA Test Program.
 - b. All constituents must stay below full-scale for the duration of the RA Test Program. If an off scale condition does occur, the test will be aborted and will have to be repeated.
 - c. If the combustion source under test trips, the delay charge will be one hour - plus the time lost by the outage.
 - d. If a combustion source change is required due to a problem, delay charges will be assessed for the actual time required to make the move.
 - e. If Purchaser is responsible for supply of calibration gases and Cemtek KVB-Enertec runs out of the calibration gases required to perform the calibration drift test or the cal error test, delay charges will be assessed for the time lost. If the time lost is expected to exceed



three (3) days, Cemtek KVB-Enertec may remove (at Cemtek KVB-Enertec's option) the manpower on site. When calibration gases are again available, Cemtek KVB-Enertec will schedule the manpower to finish the remainder of the test.

If calibration gases provided by Purchaser are exhausted during the RA Test Program, delay cost will be incurred. If, at the end of the current week Cemtek KVB-Enertec and the testing firm must pull offsite, demobilization and remobilization charges will result.

PERFORMANCE GUARANTEE FOR CEMTEK KVB-ENERTEC CEM SYSTEMS

Cemtek KVB-Enertec guarantees to Purchaser that the original Cemtek KVB-Enertec supplied CEM system equipment, subject to the requirements set forth below and upon Notification (Cemtek KVB-Enertec notification to Purchaser) that the Startup Inspection is complete and the system is ready for testing:

- a. Shall meet the certification requirements of 40 CFR 60; and
- b. For the first year period ending twelve months after Notification or 18 months after shipment, whichever is earlier, the instrument systems supplied by Cemtek KVB-Enertec shall achieve 95% quality-assured data availability as defined in 40 CFR 75. For purposes of this calculation (except for the first 4 hours grace period after a system failure) all system downtime prior to notification to Cemtek KVB-Enertec shall be excluded).

The Startup Inspection shall include:

- a. Proof of completion of electrical continuity test. This test shall be performed at the factory for equipment wiring and at the site for wiring completed in the field.
- b. Proof of completion of a piping test. This test shall be performed at the factory for equipment piping and at the site for piping completed in the field.
- c. Proof of completion of a calibration gas audit for each measured component. This test shall be performed at the factory and at the site installed conditions.
- d. Performance of an automatic calibration cycle upon completion of startup.

These guarantees will be deemed satisfied by successful completion of the Performance Tests in accordance with applicable Cemtek KVB-Enertec standard procedures in effect on the date of the proposal. Performance Tests shall be witnessed by Cemtek KVB-Enertec within 90 days of the date of Notification. In the event such tests are not conducted within 90 days of this notice or within six (6) months of shipment, whichever is earlier, and through no fault of Cemtek KVB-Enertec, the equipment shall be deemed accepted by the Purchaser and in compliance with all requirements.

If the equipment fails to meet the performance guarantees as verified by certified test results, Cemtek KVB-Enertec will supply, at its option, repaired or replacement parts pursuant to the delivery terms of the proposal.



The applicability of this guarantee is limited to laws, regulations and interpretations of those laws and regulations (Governing Law) in effect on the date the contract is executed by Cemtek KVB-Enertec unless Cemtek KVB-Enertec agrees differently in writing. It does not cover any subsequent changes in Governing Law.

Cemtek KVB-Enertec's sole guarantees are limited to those contained herein. This guarantee is contingent upon the correctness and accuracy of information provided by Purchaser. It is based upon operating conditions specified in Cemtek KVB-Enertec's proposal and upon Purchaser storing, installing, operating and maintaining the equipment in accordance with Cemtek KVB-Enertec's written instructions. This guarantee is not applicable to circumstances relating to force majeure. It is also not applicable unless Cemtek KVB-Enertec is notified in writing within 15 days of a documented failure.

Cemtek KVB-Enertec shall not be liable to Purchaser for special, indirect, incidental or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of replacement power or product, additional expenses incurred in the use of equipment or facilities, or the claims of third parties. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted against Cemtek KVB-Enertec, including one arising out of any breach of warranty or guaranty, products liability, negligence, tort, or any other cause of action.

In no event will Cemtek KVB-Enertec's aggregate liability for any and all claims, including property damage and personal injury claims, allegedly resulting from breach of contract, tort, or any other theory of liability exceed the total compensation received by Cemtek KVB-Enertec from Purchaser under this Contract.

The warranties furnished by Cemtek KVB-Enertec as expressly included herein constitute Cemtek KVB-Enertec's sole obligation hereunder and are in lieu of any other warranties or guaranties, express or implied, including the warranties of merchantability and/or fitness for a particular purpose.



Order Cancellation Schedule

10% Within 30 days after receipt of order (ARO)

25% Within 31-45 days ARO

50% Within 46-75 days ARO

75% Within 76-120 days ARO

100% After 121 days ARO or if equipment has shipped.

+

EXHIBIT “B”

COMPENSATION

RFP 2347- SPRINGS CEMS UPGRADE
Exhibit C_ Cost Proposal Summary Revised

1. Equipment and Labor Breakdown

	Item	Qty	Unit Price	Total Price Equip., Parts, Rental & Materials	Tax (8.75%)	Installation Labor	Total Materials, Taxes, and Labor
1	Stack Nox Analyzer (Includes O2 Bench)	4	\$ 25,630.00	\$ 102,520.00	\$ 8,970.50	\$ 17,878.84	\$ 129,369.34
2	Stack CO Analyzer	4	\$ 18,180.00	\$ 72,720.00	\$ 6,363.00	\$ 12,681.91	\$ 91,764.91
3	Stack O2 Analyzer (Included with NOx Analyzer)	4	\$ -	\$ -	\$ -	\$ -	\$ -
4	Inlet Nox Analyzer	4	\$ 18,680.00	\$ 74,720.00	\$ 6,538.00	\$ 13,030.70	\$ 94,288.70
5	Sample Conditioning System	4	\$ 19,603.00	\$ 78,412.02	\$ 6,861.05	\$ 13,674.56	\$ 98,947.63
6	1 Year Operating Spares (For new equipment only)	4	\$ 3,000.00	\$ 12,000.00	\$ 1,050.00		\$ 13,050.00
7	Misc materials (additional material including temperature controllers, ammonia scrubbers, analyzer racks, electrical panels, calibration gas solenoid valves, drawings, and testing)	4	\$ 35,180.50	\$ 140,722.00	\$ 12,313.18		\$ 153,035.18
8	PLC Parts	1	\$ 16,423.47	\$ 16,423.47	\$ 1,437.05		\$ 17,860.53
9	Equipment Rental	1	\$ 2,500.00	\$ 2,500.00			\$ 2,500.00
						Total	\$ 600,816.28

2. Additional Costs

	Item	Qty	Unit Price	Total Price
1	Factory Acceptance Test	1	\$ 5,667	\$ 5,667
2	Certification Tests (Support Only)	1	\$ 9,125	\$ 9,125
3	Dahs Integration	1	\$ 17,281	\$ 17,281
4	Report and Documentation	1	\$ 4,202	\$ 4,202
5	Training	1	\$ 2,150	\$ 2,150
6	Additional for CEMS replacement to be completed within 24 hours per unit, for the base scope, and not optional items.	1	\$ 39,864	\$ 39,864
7	Discount, CEMS replacement to be completed within 24 hours per unit, for the base scope, and not optional items.	-1	\$ 39,864	\$ (39,864)
		Total	\$ 38,426	

Proposal Price (Excluding Options) \$ 639,242

3. Optional Items

	Item	Qty	Unit Price	Total Price Parts & 3yr Spares	Tax (8.75%)	Installation Labor Inlet Nox Sample Line	Total Parts & 3yr Spares & Labor
1	The amount of project contingency option shall not exceed 10% of the project total of \$639,242 and will be charged in accordance of the CEMTEK's attached field service rates. 1.Optional price to be utilized for any unexpected out of scope services during the project. 2.The amount of project contingency option shall not exceed 10% of the project total of \$639,241.96 and will be charged in accordance of the CEMTEK's attached field service rates. 3.The project contingency option is excluded from the total payment due under the project and shall only apply if the City of Riverside submits approval to purchase this option. 4.Any Services under this option shall require the City of Riverside's prior approval and the City of Riverside shall only be billed for authorized services under this option.	1	\$ 63,924	\$ 63,924	\$ -	\$ -	\$ 63,924

Proposal Price (Including Options) \$ 703,166



Emissions Monitoring for Compliance and Process Improvement

CEM Systems, CEM Service, Opacity, Flow and CEMS Parts

888-400-0200

www.cemteks.com

West Coast Office

3041 S Orange Ave.
Santa Ana, CA 92707
714-437-7100 phone
714-904-4404 Emergency/After Hours
888-400-0200 Parts/Service
support@cemteks.com

East Coast Office

2849 Sterling Drive
Hatfield, PA 19440
215-996-9200 phone
800-582-1670 Tech support

Service Rate Sheet – Effective January 1, 2024

Service Description	Regular Rate*	Overtime Rate	Premium Rate
CEMS Service Technician	\$ 205/hr	\$ 365/hr	\$ 475/hr
CEMS Service Technician – International Rate	\$ 265/hr	\$ 425/hr	\$ 600/hr
In-House Bench Repair (Analyzers)	\$ 190/hr	\$ 285/hr	\$ 425/hr
CEMS/NetDAHS Edge Engineer/Programmer	\$ 265/hr	\$ 425/hr	\$ 600/hr
Mercury, Ammonia, TDL, FTIR, PM, HCl & HF Monitors Service Technician	\$ 265/hr	\$ 365/hr	\$ 600/hr
Software Service or EDR Support	\$205/hr	\$365/hr	\$475/hr
Training Services – CEMS Hardware Training	\$ 2,200/day		
Training Services – Software, TDL, FTIR or Hg Training	\$ 2,800/day		

Regular Rate: First 8 hours worked between 7am and 5pm Mon – Fri
Overtime Rate: >8hrs <12hrs worked per day Mon – Fri and all-day Sat
Premium Rate: >12hrs worked per day and all-day Sunday & Holidays

* Regular rates apply to North America including Alaska & Hawaii but excludes all off-shore US territories & possessions (Guam, Puerto Rico, American Samoa, USVI & CNMI)

Four-hour minimum charge on all services.

All rates above are for hours, Travel and Living Expenses will be billed separately at cost plus 10%. Mileage is charged at \$.70 per mile.

Per diem will be charged at \$150 per day.

Insurance Certificate sent upon receipt of PO

EXHIBIT “C”

KEY PERSONNEL

Gary Cacciatore