

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

TELEDYNE MONITOR LABS,
a business unit of TELEDYNE INSTRUMENTS, INC.

[Continuous Emissions Monitoring Systems Analyzer Upgrade
at Riverside Energy Resource Center]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and TELEDYNE MONITOR LABS, a business unit of TELEDYNE INSTRUMENTS, INC., a Delaware corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Continuous Emissions Monitoring Systems Analyzer Upgrade at Riverside Energy Resource Center ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2019, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Seventy-Two Thousand Two Hundred Fifty-Eight Dollars and Thirty-Five Cents (\$372,258.35), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Riverside Public Utilities
City of Riverside
Attn: James Perez
5901 Payton Avenue
Riverside, CA 92504

To Consultant

Teledyne Monitor Labs
a business unit of Teledyne Instruments, Inc.
Attn: Sonja Zehl
35 Inverness Drive East
Englewood, CO 80112

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **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. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant 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 12. The Consultant 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.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant'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. Consultant 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 Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant 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.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant 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.

12.1.3 **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.

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

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant 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. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant 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.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant 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 Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant'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.

12.3.2 Consultant'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 Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 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.

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

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. 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.
- c. The policy shall specify that the insurance provided by Consultant 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.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, 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, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, 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 Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant 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 Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant 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.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant 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. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **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 such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

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

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **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 a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** 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, 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.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of 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.

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

32. **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.

33. **Interpretation.** City and Consultant 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.

33.1 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.

33.2 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.

33.3 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.

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

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

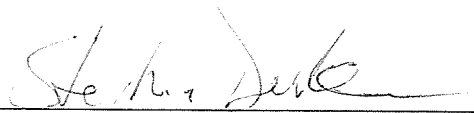
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

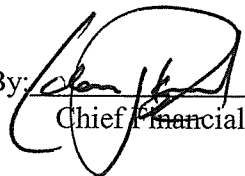
TELEDYNE MONITOR LABS,
a business unit of TELEDYNE
INSTRUMENTS, INC., a Delaware corporation

By: _____
City Manager

By: _____
Stephen DeVita
[Printed Name]
Vice President & General Manager
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

By: _____

[Printed Name]

[Title]

Approved as to Form:


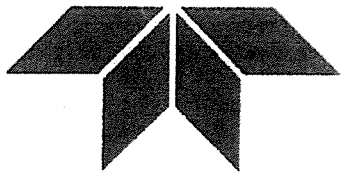
By: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES



TELEDYNE MONITOR LABS

Everywhereyoulook™

Proposal #18043-3

City of Riverside – Riverside Energy Resource Center

Public Utilities Department

RFP-No. 1764

Furnishing, Delivering and Installing CEM Systems

Runkle, Brandon

Brandon.Runkle@Teledyne.com

1.1 Cover Letter (Quote 4)

March 9, 2018

City of Riverside
Public Utilities Department
3750 University Avenue, 3rd Floor
Riverside, California 92501

Reference: RFP No. 1764

Dear Jim Perez,

After a review of scope and terms under the City of Riverside's RFP No. 1764 and its included 4 addenda, Teledyne Monitor Labs is pleased to provide Quotation No. 18043-3 for our CEMS Analyzers, DAHS/PLC upgrades, and onsite services for Installation/Start-up/Certification.

The purpose of this revised Proposal #18043-3 is to consolidate the previous versions of the proposal to chronicle how the proposal has transformed and progressed from its original version to its current state through verbal and written discussions between Teledyne Monitor Labs and the City of Riverside.

In regards to local support: We will be cross training our sister company, Teledyne Analytical Instruments (City of Industry), to service CEMS. Teledyne Analytical Instruments has two local field service engineers based out of the City of Industry area. If an emergency call that needs immediate onsite support arises, we will now be able to dispatch someone.

In regards to ST220, Teledyne Monitor Labs will provide the required technical data on the equipment that is being installed or modified. The City of Riverside will prepare and submit the ST2200 documentation.

Teledyne Monitor Labs will be able to provide Professional Liability Insurance for this project.

If you have any questions regarding this quotation, please contact our Regional Sales Manager for your area, Mr. Bob Thomas, at 720-891-0059.

Sincerely,

Brandon Runkle
Sales Engineer

1.1 Cover Letter

March 9, 2018

**City of Riverside
Public Utilities Department
3750 University Avenue, 3rd Floor
Riverside, California 92501**

Reference: RFP No. 1764

Dear Dave Dewey,

After a review of scope and terms under the City of Riverside's RFP No. 1764 and its included 4 addenda, Teledyne Monitor Labs is pleased to provide Quotation No. 18043 for our CEMS Analyzers, DAHS/PLC upgrades, and onsite services for Installation/Start-up/Certification.

If you have any questions regarding this quotation, please contact our Regional Sales Manager for your area, Mr. Bob Thomas, at 720-891-0059.

Sincerely,

**Brandon Runkle
Sales Engineer**

1.2 Statement of Understanding and Approach

Project Narrative

1.2.1 Installation

Teledyne will remove existing CEMS analyzers on each Gas Turbine Unit's CEM Systems and place on the side for Riverside to take custody of equipment. Teledyne will then install new CEMS analyzers. By contracting with B&W, Teledyne will ensure that new analyzers operate smoothly with B&W DAHS, Yokogawa chart recorder, and remain in environmental compliance. The PLC data storage capacity will be increased as required by RFP No. 1764. If any major mechanical or electrical work is required by the site, our TML Certified Field Service Engineer may need site personnel for assistance and supervision.

1.2.2 Startup and Certification

For Installation/Startup, we have proposed two-day outages for each of the four units. This work will be done over eight days onsite during two mobilizations. For Certification, we have proposed two-day RATAs for each of the four units. This work will be done over eight days onsite during two mobilizations. Teledyne has contracted B&W to support the Startup and Certification process. Teledyne can be flexible in order to accommodate scheduling demands. Our project manager will manage the schedule and keep The City of Riverside updated on progress to meet outage schedule requirements.

1.3 Company Information

1.3.1 Firm Name:

Teledyne Monitor Labs, a business unit of Teledyne Instruments, Inc.

1.3.2 Business Address and Phone:

35 Inverness Drive East

Englewood, CO 80112

Main: (303) 792 3300

Fax: (303) 799 1409

1.3.3 Primary Contact Information

Bob Thomas

Regional Sales Manager

Bob.Thomas@Teledyne.com

720-891-0059

1.3.4 Year Established

Monitor Lab, Inc. was founded in 1969

1.3.5 Type of Ownership

Publicly Traded Company

1.3.6 Licensed to do Business in the State of California

Yes

1.3.7 Manufacturing Location of System

35 Inverness Drive East - Englewood, CO 80112

1.3.8 Banking Reference

Bank of America

1401 Elm Street, 2nd Flr

Dallas, TX. 75202

Phone (888) 715-1000

Fax (877) 681-1135

1.3.9 QA/QC Procedures



QUALITY POLICY

Teledyne Monitor Labs is committed to understanding and meeting the needs and requirements of our customers and other interested parties. Continual improvement of our management system is assured by systematically:

- Developing a clear strategic direction
- Understanding our risks and opportunities and addressing them in the most appropriate manner
- Developing and monitoring appropriate metrics and communicating them throughout the organization
- Communicating to all employees their role in meeting our customer's needs and assuring customer satisfaction

It is a condition of employment that personnel of Teledyne Monitor Labs will adhere to the letter and spirit of our management system.



Stephen DeVita
Vice President & Product Line General Manager
July 2017

BUREAU VERITAS
Certification



**Teledyne Monitor Labs
d.b.a. Teledyne Instruments, Inc.**

HQ : 35 INVERNESS DRIVE EAST
ENGLEWOOD, CO, 80112 USA

SEE APPENDIX FOR ADDITIONAL CERTIFIED LOCATIONS

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the management system standards detailed below

Standards

ISO 9001:2008

Scope of certification

Design, manufacture, service, and distribute air monitoring instruments, continuous emission monitoring systems, data acquisition and handling systems and associated software

Certification cycle start date: 27 February 2015

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: 28 February 2018

Original certification date: 1 March 2009

Certificate No. US007629-1

Signed on behalf of BVCH SAS – UK Branch

Accredited office: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Issuing office: Bureau Veritas Certification North America, Inc
390 Bonmar Drive, Houston, Texas, USA
www.us.bureauveritas.com/bvc



008

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.
To check this certificate validity please call +1(800) 937-6311.

BUREAU VERITAS
Certification



**Teledyne Monitor Labs
d.b.a. Teledyne Instruments, Inc.**

HQ: 35 INVERNESS DRIVE EAST
ENGLEWOOD, CO, 80112 USA

APPENDIX TO CERTIFICATE NO. : US007629-1

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organization (including the locations listed below) has been audited and found to be in accordance with the requirements of the management system standards detailed below

Standards

ISO 9001:2008

Certified Locations

Site	Address	Scope
Teledyne Monitor Labs – Englewood, CO	35 Inverness Drive East Englewood, CO 80112 USA	Manufacture and distribution of air monitoring instruments. Design, manufacture, service and distribute continuous emission monitoring systems, data acquisition and handling systems and associated software
Teledyne Monitor Labs – Gibsonia, PA	5310 N. Pioneer Road, Gibsonia, PA 15066 USA	Design, manufacture, service and distribute air monitoring instruments, service data acquisition and handling systems

Certification cycle start date: **27 February 2016**

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: **28 February 2018**

Signed on behalf of BVCH SAS – UK Branch

Accredited office: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Issuing office: Bureau Veritas Certification North America, Inc.
390 Bonner Drive, Houston, Texas, USA
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Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.
To check this certificate validity please call + (800) 937-6311.

1.4 Company Personnel

Jason Muckley
Senior Project Manager / Systems Administration Manager
Teledyne Monitor Labs
Office: (303) 792-4321
Jason.Muckley@Teledyne.com

TML Systems Engineer – TBD (either Rick Clodfelder, AJ Greenwald, or Andrew Hopf)

DeeDee Kruger
Software Manager
Office: (303) 792-4350
Deirdre.Kruger@Teledyne.com

James Gilchrist
Director of Service
Teledyne Monitor Labs
Office: (303) 792-4134
James.Gilchrist@Teledyne.com

Field service personnel to be assigned after project award, based on availability. Teledyne Monitor Labs Employs 19 field service reps and a 24/7 tech call center, their level of training is that 80 percent of the technicians work on and install systems on a weekly basis and the average tenure of the field service group is 13.4 years.

Jason Muckley – Main point of contact, will be responsible for overseeing project deadlines, deliverables, and overall project scheduling.

Systems Engineer – Primary technical contact. Will be responsible for overseeing the configuration and Engineering of the CEMS upgrade.

DeeDee – Will oversee development of TML RegPerfect® DAHS if the City of Riverside proceeds with a new DAHS.

James Gilchrist – Will coordinate and schedule the on-site services.

For Installation and Startup we have quoted eight (8) days on-site by one (1) TML Certified Field Service Engineer (two days per Unit), with support from B&W for any software troubles.

For Certification we have quoted eight (8) days on-site by one (1) TML Certified Field Service Engineer (two days per Unit), with support from B&W for any software troubles.

1.5 Relevant Experience and References

Teledyne Monitor Labs is a leading supplier of environmental monitoring instrumentation for the detection, measurement, and reporting of air pollutants. We have over 40 years experience in providing state-of-the-art Continuous Emissions Monitoring products to a wide variety of industrial markets.

As an operating company of Teledyne Technologies, who is recognized as a world-wide leader in providing technological solutions for over 40 years, our long-standing reputation for technical excellence has been founded in systems engineering resulting in a worldwide reputation for dependability and quality. Teledyne Monitor Labs' dependability and quality is enhanced by successful ISO 9001, 2008std registration.

Some customers with Similar Gas Turbine CEMS:

Colorado Energy Management
Lafayette, Colorado, 80026

Kyle McCormack – Plant Manager
(303) 607-5600
kmccormack@heorotpower.com

Southwest Generation
Kingsburg, California, 93631

Ryan Keefe – Plant Manager
(559) 891-9040
keefe@soutwestgen.com

Black Hills Energy
Rapid City, SD 57702

Steve Finley – Principal Environmental Professional
(605) 721-2249
steven.finley@blackhillscorp.com

1.1 Cover Letter (Quote 2)

March 9, 2018

City of Riverside
Public Utilities Department
3750 University Avenue, 3rd Floor
Riverside, California 92501

Reference: RFP No. 1764

Dear Jim Perez,

After a review of scope and terms under the City of Riverside's RFP No. 1764 and its included 4 addenda, Teledyne Monitor Labs is pleased to provide Quotation No. 18043-1 for our CEMS Analyzers, DAHS/PLC upgrades, and onsite services for Installation/Start-up/Certification.

This revised Proposal #18043-1 is the result of our discussion on February 12, 2018. The purpose of this discussion was to narrow the scope of the project, discuss certain scheduling scenarios, and to remove unnecessary options.

Please see Section 1.8 below for Teledyne's comments and rebuttals to the City of Riverside's questions.

If you have any questions regarding this quotation, please contact our Regional Sales Manager for your area, Mr. Bob Thomas, at 720-891-0059.

Sincerely,

Brandon Runkle
Sales Engineer

1.8 Discussions and Answers to Follow Up Questions

1.8.1 Umbilical Installation

Teledyne's services do not include umbilical installation. We can provide onsite support during the installation to make sure it is done correctly. Regardless of whether we are present for installation or not, we provide installation drawings and instructions for this procedure. In regards to the CEMS upgrade turnaround time, the hanging of the umbilical is something that doesn't need to be done quickly. It can be done prior to the CEMS upgrade (weeks, even months). Please Note: Our TML Field Service Engineer will do the termination and connection of the umbilical with the sampling probe and the gas conditioning system.

1.8.2 Sample Conditioning System

Our original proposal did not include new sample conditioning systems. In this revised proposal, we have added in Line Item A-1 as an adder for this additional scope. New solenoid valves will come with this line item as well.

1.8.3 Onsite Services and Rate Sheet....and 24-hour turnaround

Since the schedule for this project may become an item of much discussion, we have decided to break apart all of the field service rates. Items B, C, and D (Startup, Certification, and Training) are all displayed in terms of mobilization and per day fees.

Considering the decommissioning of the old CEMS and the installation of the new upgraded CEMS, we can't say that a 24-hour turnaround is impossible. Everything may workout perfect and the CEMS could be up and running within 24-hours. But, rarely do things on a site go perfectly. We think a 36-48 hour turnaround is a realistic commitment. Having the interface between TML and B&W adds a little bit of complexity to assuring the operation of the CEMS in such a short time.

In order to put our best effort forward towards the quickest turnaround, we have altered our proposed schedule in Item B. We are now proposing to have two TML Field Service Engineers onsite doing 12-hour days and a B&W Project Engineer onsite doing 8-hour days. The schedule will look something like the below table:

Week 1	GT 1	Day 1	Day 2		GT 2	Day 3	Day 4
	TML FSE #1	12 hrs	12 hrs		TML FSE #1	12 hrs	12 hrs
	TML FSE #2	12 hrs	12 hrs		TML FSE #2	12 hrs	12 hrs
	B&W PE	8 hrs	8 hrs		B&W PE	8 hrs	8 hrs
Week 2	GT 3	Day 5	Day 6		GT 4	Day 7	Day 8
	TML FSE #1	12 hrs	12 hrs		TML FSE #1	12 hrs	12 hrs
	TML FSE #2	12 hrs	12 hrs		TML FSE #2	12 hrs	12 hrs
	B&W PE	8 hrs	8 hrs		B&W PE	8 hrs	8 hrs

If the project managers involved with the project coordinate the project properly and if as much pre-emptive preparation is done beforehand, then this proposed schedule should be more than sufficient to accomplish the scope proposed in Item A and Item A-1. The priority during this upgrade will be to get the Stack CEMS up and running as soon as possible. The inlet CEMS will be secondary. This proposed amount of time may even be overkill. If the time onsite ends up being less than what is proposed, TML will reimburse the City of Riverside appropriately at the proposed rates.

1.8.4 SCAQMD – ST220

We have had our regulatory department review the South Coast Air Quality Management District – ST220 CEMS Application Pack. After our regulatory review, we have put together our internal costing to make sure that Teledyne is able to fully support the City of Riverside with their submission of the documents and application to SCAQMD. With the City of Riverside's preferred template, TML will provide all applicable data and information in order to complete the application for a successful submission and approval. The City of Riverside will need to do the actual submission to SCAQMD and pay application fees.

1.8.5 Certification and RATA Testing

For Certification (Item C), we have broken apart our pricing to show mobilization rates, per day rates, and B&W rates. During the RATA testing, TML will provide a FSE to be onsite to oversee the testing and to interface with a B&W representative who will be available remotely. During this testing, it is assumed that the CEMS has been successfully started up by TML and B&W and has been operating for 14 days to ensure stability. During the startup period, all bugs and errors shall be corrected, thus B&W will not need to be onsite during the RATA testing. We are proposing this to minimize costs. If the site would like B&W to be onsite during the RATA testing they, can utilize some of the itemized B&W costs in Item B to estimate.

It is assumed that the City of Riverside will be providing their own 3rd party stack testers to do testing.

In regards to the 7-day drift test, TML has a 24/7 technical support line that can be utilized to address issues. As well as the technical support line, this project will still be supported by the designated Project Manager and the Systems Engineer. They will be available for support to ensure that the system can pass the 7-day drift test. Our team takes the drift test seriously and will do what is necessary to establish a successful test. Our reputation depends on it (*Especially since this would occur during our warranty period*).

1.8.6 Technical Support

We offer a 24/7 Technical Support line at 1-800-846-6062

Also, in regards to ease of use and maintenance: Our equipment is designed for easy maintenance. Parts that may need repair or replacement don't require special tools or special skills. Broken parts can be easily remedied without taking apart the entire system.

1.8.7 Warranty and Product Life Cycle Support

Our standard warranty for our *systems* is 18 months from shipment or 12 months from startup, whichever is first. I have attached a separate document that addresses our warranty obligations. Please note that the Sensor-e® T-Series analyzers that we have proposed in our quote are included in the warranty as well. We buy these analyzers from our sister company Teledyne Advance Pollution Instrumentation (TAPI). As you will see in this warranty document, these analyzers actually have an increased warranty period of 24 months from startup.

In addition, these T-Series analyzers will be supported by TML for +10 year. Our ISO 9001 Certification requires that we support any of our sold products for at least 10 years after shipment. To add to that, TAPI doesn't have any new analyzers slated for production in the coming years. The T-Series was introduced in 2011. For comparison's sake, its predecessor, the E-Series, was introduced in 2002 and was sold well into 2013.

1.8.8 Additional CEMS Reference

Colorado Energy Management
Lafayette, Colorado, 80026
Kyle McCormack – Plant Manager
(303) 607-5600
kmccormack@heorotpower.com

Loma Linda University
11139 Anderson Street
Loma Linda, California 92350
Tony Gonzales
Operation Supervisor
909-558-1000
tgonzalea@llu.edu

1.8.9 Shipping and Taxes

Since there are still a lot of options to be decided at this point in the bidding process, we feel that it would be better to keep shipping and taxes as an estimate for the

moment. After the scope is narrowed to the proper selection of options, then we can propose a precise value for taxes and shipping.

Based on our research of your facility's location, the sales tax in your region ranges from 7.75% to 8.75%. Actually, the internet suggests that your zip code of 92501 should fall with the maximum value of 8.75%. You can use this as an estimate for taxes. There is also the chance that your facility is tax-exempt. In this case you will need to provide us with a tax exempt certificate.

As for shipping, this will vary greatly depending on what options are chosen. But this can't amount to be more than ~\$5,000.

1.1 Cover Letter (Quote 3)

March 9, 2018

City of Riverside
Public Utilities Department
3750 University Avenue, 3rd Floor
Riverside, California 92501

Reference: RFP No. 1764

Dear Jim Perez,

After a review of scope and terms under the City of Riverside's RFP No. 1764 and its included 4 addenda, Teledyne Monitor Labs is pleased to provide Quotation No. 18043-2 for our CEMS Analyzers, DAHS/PLC upgrades, and onsite services for Installation/Start-up/Certification.

This revised Proposal #18043-2 is the result of our discussion on February 22, 2018.

If you have any questions regarding this quotation, please contact our Regional Sales Manager for your area, Mr. Bob Thomas, at 720-891-0059.

Sincerely,

Brandon Runkle
Sales Engineer

1.9 Pricing

Teledyne Monitor Labs, a business unit of Teledyne Instruments, Inc.
35 Inverness Drive East
Englewood, Colorado, USA 80112-5189
+1-303-792-3300 Fax +1-303-799-1409
www.teledyne-ml.com

REPRESENTATIVE

Bob Thomas
Regional Sales Manager
720-891-0059
Bob.Thomas@Teledyne.com

CUSTOMER NAME & ADDRESS		QUOTE DATE	APPROXIMATE SHIP DATE		
Jim Perez City of Riverside – Public Utilities Dept. 3750 University Avenue, 3 rd Floor Riverside, California, 92501 Reference: RFP No. 1764 – Furnishing, Delivering and Installing CEM Systems		March 9, 2018	~8 weeks after order acceptance		
		QUOTE NUMBER	SHIP TERMS		
		18043-3	FCA: Origin		
		QUOTE VALID FOR	TERMS OF PAYMENT		
		120 Days	30 Days		
ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES		UNIT PRICE	AMOUNT
A	Lot	<u>Core Quote: No Sample Conditioning Systems Included:</u> CEMS Analyzer upgrades on four GE LM6000PC Gas Turbines operating under the regulatory jurisdiction of South Coast Air Quality Management District and Environmental Protection Agency. Includes the following: ➤ T200 /O ₂ T SERIES® Dual Range NO _x /O ₂ Analyzer with Internal O ₂ [Stack CEMS; Quantity 4] ➤ T300 T SERIES® CO Analyzer [Stack CEMS; Quantity 4] ➤ T200 T SERIES® NO _x Analyzer [Inlet CEMS; Quantity 4] ➤ Additional PLC hardware to accommodate new analyzers ➤ Additional PLC hardware to fulfill requirement of data storage ➤ B&W contracted to perform DAHS configuration to accommodate new analyzers and new data storage requirements to certify CEMS under SCAQMD and EPA ➤ Hardware for mounting new PLC components and new analyzers in existing CEMS shelters and racks ➤ Factory Testing and Quality Assurance ➤ Systems Engineering and Project Management		\$ 98,365 (Hardware) \$ 21,340 (Software) \$ 16,835 (Labor)	\$ 136,540
A-1	LOT	<u>Adder to Include Sample Conditioning Systems in the Scope:</u> Includes the following: ➤ Universal Analyzers – Gas Sample Conditioning Systems [Stack CEMS; Quantity 4] [Inlet CEMS; Quantity 4] ➤ Applicable solenoids for controlling calibration gases ➤ Miscellaneous hardware for integration into existing CEMS ➤ Additional PLC hardware and programming to accommodate new sample conditioners ➤ Additional Factory Testing, Quality Assurance, Systems Engineering, and Project Management		\$ 73,481 (Hardware) \$ 14,630 (Software) \$ 9,164 (Labor)	\$ 97,275

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
B	Lot	<p>Installation Assistance and Equipment Startup of item <u>A and A-1</u> during <u>two (2)</u> plant visits with <u>eight (8)</u> days on-site by <u>two (2)</u> TML Certified Field Service Engineers. A B&W Project Engineer will also be onsite to provide support during this time to help with a smooth transition. TML and B&W will ensure CEMS functionality with existing Yokogawa chart recorder.</p> <p>Includes the following services:</p> <ol style="list-style-type: none"> 1. Removal: Decommission and assist with removal of existing equipment. Set on side for City of Riverside to take custody. 2. Installation Checkout: Inspect and assist with all aspects of the installation and assist or direct correction of errors in installation. 3. Equipment Inspection: Examine the internal workings of the installed equipment to determine if damage occurred during shipment and installation. 4. Equipment Startup: Supervise the application of electrical power and other utilities; test all equipment functions and observe on-line operation. 5. During the startup period Teledyne Monitor Labs' field personnel will familiarize the purchaser's operating and maintenance personnel with the basics of proper operating and preventative maintenance procedures. This familiarization is <u>not a substitute</u> for formal classroom system training for either the hardware or software. <p>NOTES:</p> <p>A) Labor to correct customer installation errors shall be billed at actual time and materials at prevailing service rates when work is performed.</p> <p>B) Teledyne Fixed price is based upon <u>four (4)</u> mobilizations with a site time of up to <u>one-hundred ninety-two (192)</u> hours (eight hours = one day) during normal business hours. Price includes up to <u>two (2)</u> hours to complete site specific training and any paperwork required to work at the site. If these tasks require more time it will be billed on a time and material (meals, hotel) basis. Waiting time due to client delays shall be billed in addition to the fixed price at prevailing service rates. In addition, be aware that delays may result in the need for a return trip to the site. Expenses and Travel Time for a return trip will be charged to the customer and scheduling for such a trip will depend on Engineer availability. If this Service is not scheduled within six (6) months of System shipment, additional charges may apply.</p> <p>C) Teledyne Monitor Labs requires a minimum of four (4) weeks notification prior to Startup. Failure to provide proper written notification may result in additional charges.</p> <p>D) If the customer requests a schedule change after a firm date for services has been set, there may be additional costs associated with changes in travel arrangements.</p>	<p>\$2,970 per mobilization <u>TML FSE</u></p> <p>\$1,440 per 12-hour day onsite <u>TML FSE</u></p> <p>\$5,185 per mobilization <u>B&W PE</u></p> <p>\$2,365 per 8-hour day onsite <u>B&W PE</u></p>	\$ 64,210

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
C	Lot	<p>Certification Test Assistance of Teledyne Monitor Labs CEM Equipment for <u>NO_x, CO, and O₂</u>. TML will provide a Certified Field Service Engineer and a B&W employee for regulatory support during the On-Site Reference Method testing to assist with documentation, data reduction and verification, relative accuracy, and calibration drift test assistance, according to procedures and specifications of the Code of Federal Regulations, <u>Title 40, Part 75, Appendix A, or Title 40, Part 60, Appendix B, Performance specifications 1, 2, 3, 4, 5, & 6</u>, as applicable to above system.</p> <p>The pricing quoted for Certification Test Assistance is a one-time charge with any retesting required due to the fault of our instrument performed at no additional charge for our services, provided the following:</p> <ol style="list-style-type: none"> 1. This service assumes a Teledyne Monitor Labs Field Service Engineer already performed the system Startup, and the system has run for approximately 14 days to ensure stability. 2. The Customer will contract a qualified Stack Sampler to perform Reference Method testing for the CEMS Certification. Testing for each source to occur in one business calendar day during normal business hours. Our price is based upon <u>2</u> mobilizations with up to <u>64 hours</u> on-site and Certification for <u>4</u> sources. Delays, other than those caused by Teledyne Monitor Labs, during testing which result in additional Teledyne Monitor Labs Field Service Engineering hours or expenses that are beyond the scope will be billed to the customer at Teledyne Monitor Labs general service rates. 3. Others to provide all calibration gases for CEMS certification. 4. Ongoing QA/QC activities (Annual RATAs) not included. 5. Customer is responsible for providing adequate facilities (i.e. electricity, port, & platforms) required during the testing period. 6. If the customer requests a schedule change after a firm date for services has been set, there may be additional costs associated with changes in travel arrangements. 7. TML Requests a 30-day notice prior to the certification date to schedule a field service technician and stack sampler. 8. Others are responsible for providing the relative accuracy, <u>P75 linearity, cycle time response</u>, and drift test assessment, expressed in units of the reporting standard, in a report format ready for submittal to the applicable regulatory agencies. Any additional costs for additional time, retesting, and mobilizations by the stack sampler or others will be borne by others. 9. Certification needs to be scheduled within 90 days from completion of Startup; otherwise additional trip charges may apply for pre-cert. CEM system check out and calibration. 	<p>\$3,750 per mobilization <u>TML FSE</u></p> <p>\$1,030 per 8-hour day onsite <u>TML FSE</u></p> <p>\$205 per hour remote support <u>B&W PE</u></p> <p>\$1,640 per 8-hour day remote support <u>B&W PE</u></p>	\$ 28,860

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
D	Lot	<p>CEM System Training Course</p> <p>We are proposing a <u>two (2)</u> day On-Site training course held at customer's plant site. The price includes transportation and expenses for the instructor, course materials for up to <u>ten (10)</u> participants, and will utilize the customer's instruments. The customer will have the responsibility of providing an adequate classroom facility for the On-Site training course. This training class is designed to give your personnel basic operation and theoretical knowledge of the system quoted, and will cover each system component in as much depth as time permits. Arrangements for this training class should be made at least 60 days in advance with Teledyne Monitor Labs.</p> <p>Please Note: Tuition fees are fully refundable for any cancellation of registration received 30 days prior to class date. Since we keep our class sizes to a minimum to provide maximum value to our clients, cancellation charges of 25% will be applied for cancellations under 30 days and full tuition is due for cancellation under seven (7) days. If the customer requests a schedule change after a firm date for services have been set, there may be additional costs associated with changes in travel arrangements.</p>	<p><i>\$3,580 per mobilization</i> <u>TML FSE</u></p> <p><i>\$1,030 per 8-hour day onsite</i> <u>TML FSE</u></p>	\$ 5,640
D-1	Lot	<p>B&W DAHS Training Course</p> <p>We are proposing a <u>two (2)</u> day On-Site training course held at customer's plant site. The price includes transportation and expenses for the instructor, course materials for up to <u>twenty (20)</u> participants, and will utilize the customer's facilities. The customer will have the responsibility of providing an adequate classroom facility for the On-Site training course. This training class is designed to give your personnel basic operation and theoretical knowledge of the Data Acquisition and Handling System quoted, and will cover each system component in as much depth as time permits. Arrangements for this training class should be made at least 60 days in advance with Teledyne Monitor Labs.</p> <p>Please Note: Tuition fees are fully refundable for any cancellation of registration received 30 days prior to class date. Since we keep our class sizes to a minimum to provide maximum value to our clients, cancellation charges of 25% will be applied for cancellations under 30 days and full tuition is due for cancellation under seven (7) days. If the customer requests a schedule change after a firm date for services have been set, there may be additional costs associated with changes in travel arrangements.</p>	<p><i>\$6,120 per mobilization</i> <u>B&W PE</u></p> <p><i>\$2,365 per 8-hour day onsite</i> <u>B&W PE</u></p>	\$ 10,850

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
		<u>Project OPTIONS</u>		
E	Lot	<p><u>One (1) Year of Recommended Spares for CEMS Analyzer upgrade Equipment in Item A and Item A-1</u></p> <p><i>Note: Teledyne Monitor Labs custom engineers every system to each individual application, therefore a detailed list of recommended spare parts required cannot be finalized until potential options quoted herein are determined and final engineering has been completed. Teledyne Monitor Labs is providing only an estimated list and price of recommended spares and consumables at the time of quotation.</i></p>		\$ 10,188
F	Lot	<p>Standard CEMS QA/QC Plan Updates</p> <p>A comprehensive plan which identifies the CEMS quality control and quality assurance requirements to maintain compliance with 40CFR60/75 and International rules and regulations. It is a site-specific plan that describes a complete program of activities to be implemented to ensure the CEMS data is complete, accurate, and precise.</p> <p>The plan includes:</p> <ul style="list-style-type: none"> ➤ CEMS description and design ➤ Facility organization and responsibilities, including managing change ➤ Calibration and quality control checks ➤ Data acquisition and analysis ➤ Preventative maintenance policy and procedures ➤ Corrective action programs ➤ Performance evaluations, audits, and procedures ➤ Document control systems ➤ Recordkeeping and reporting policy and procedures ➤ Modifications and upgrades ➤ Training and qualification policy ➤ Startup and operation ➤ Daily operation, inspection, and calibration procedures ➤ CEMS system security ➤ Quarterly, semi-annual, and annual quality assurance procedures ➤ Annual system audit procedures 		\$ 2,735

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
G	Lot	<p>Standard CEMS Monitoring Plan Updates</p> <p>A comprehensive plan that identifies CEMS that will comply with the recordkeeping and reporting requirements of 40CFR75.53. It is a site-specific plan which describes the CEMS specifications and methodology used to monitor emission rates from units subject to comply with 40CFR75 (Acid Rain Program).</p> <p>The plan includes:</p> <ul style="list-style-type: none"> ➤ Facility/plant identification information, codes, and classifications ➤ Unit-specific stack information and probe locations ➤ Unit-specific process information, fuels, control devices, codes, and classifications ➤ Unit-specific load analysis, operating levels, and boundary identification ➤ Systems and component identification and designations ➤ Monitoring methodology ➤ MPC/MEC/MER identification and evaluation ➤ Instrument spans, ranges, units of measure, and effective date and hour ➤ Formulae for emission rate calculations ➤ Default, maximum, minimum, or constant value, and units of measure for the values ➤ Applicable start, participation, and operation dates ➤ EPA's ECMPS client tool evaluated and import compatible 		\$ 2,735
H	Lot	<p>South Coast Air Quality Management District: Form ST-220</p> <ul style="list-style-type: none"> ➤ Teledyne will fully support the City of Riverside with their submission of the <u>ST-220 CEMS Application Pack</u>. ➤ With a template provided by the City of Riverside, Teledyne will provide and complete all of the applicable data and information to adequately prepare all documents for the City of Riverside to successfully submit their <u>ST-220 CEMS Application Pack</u> to SCAQMD for approval. 		\$ 4,685

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
I	100'	<p><u>Unit 1 Stack Umbilical</u></p> <p>Heated Sample Line (HSL) and unheated Probe Support Bundle (PSB) are in one (1) sheath. Heated sample line includes one (1) 3/8" Stainless Steel or Teflon tube for sample transport maintained at high temperatures with a constant watt density heating element. Probe support bundle includes one (1) 1/4" Polyethylene tube for back purge, one (1) 1/4" PFA Teflon tube for calibration gas transport, one (1) 14 AWG Triad for probe heater power, and three (3) 16 AWG twisted pair for low probe temperature alarm, back flush, and a spare. The HSL and PSB are contained in a fire retardant polyurethane sheath.</p> <p>**The quoted price is for lengths greater than 100 feet. Pricing for lengths less than 100 feet are subject to higher per foot pricing, and may require site-specific information.</p>	\$45 per foot	\$ 4,500
J	100'	<p><u>Unit 2 Stack Umbilical</u></p> <p>Heated Sample Line (HSL) and unheated Probe Support Bundle (PSB) are in one (1) sheath. Heated sample line includes one (1) 3/8" Stainless Steel or Teflon tube for sample transport maintained at high temperatures with a constant watt density heating element. Probe support bundle includes one (1) 1/4" Polyethylene tube for back purge, one (1) 1/4" PFA Teflon tube for calibration gas transport, one (1) 14 AWG Triad for probe heater power, and three (3) 16 AWG twisted pair for low probe temperature alarm, back flush, and a spare. The HSL and PSB are contained in a fire retardant polyurethane sheath.</p> <p>**The quoted price is for lengths greater than 100 feet. Pricing for lengths less than 100 feet are subject to higher per foot pricing, and may require site-specific information.</p>	\$45 per foot	\$ 4,500

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
K	100'	<p><u>Unit 1 Inlet Umbilical</u></p> <p>Heated Sample Line (HSL) and unheated Probe Support Bundle (PSB) are in one (1) sheath. Heated sample line includes one (1) 3/8" Stainless Steel or Teflon tube for sample transport maintained at high temperatures with a constant watt density heating element. Probe support bundle includes one (1) 1/4" Polyethylene tube for back purge, one (1) 1/4" PFA Teflon tube for calibration gas transport, one (1) 14 AWG Triad for probe heater power, and three (3) 16 AWG twisted pair for low probe temperature alarm, back flush, and a spare. The HSL and PSB are contained in a fire retardant polyurethane sheath.</p> <p>**The quoted price is for lengths greater than 100 feet. Pricing for lengths less than 100 feet are subject to higher per foot pricing, and may require site-specific information.</p>	\$45 per foot	\$ 4,500
L	100'	<p><u>Unit 2 Inlet Umbilical</u></p> <p>Heated Sample Line (HSL) and unheated Probe Support Bundle (PSB) are in one (1) sheath. Heated sample line includes one (1) 3/8" Stainless Steel or Teflon tube for sample transport maintained at high temperatures with a constant watt density heating element. Probe support bundle includes one (1) 1/4" Polyethylene tube for back purge, one (1) 1/4" PFA Teflon tube for calibration gas transport, one (1) 14 AWG Triad for probe heater power, and three (3) 16 AWG twisted pair for low probe temperature alarm, back flush, and a spare. The HSL and PSB are contained in a fire retardant polyurethane sheath.</p> <p>**The quoted price is for lengths greater than 100 feet. Pricing for lengths less than 100 feet are subject to higher per foot pricing, and may require site-specific information.</p>	\$45 per foot	\$ 4,500

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
M	Lot	<p><u>Provide, install and commission inlet CO analyzers</u></p> <p>Includes:</p> <ul style="list-style-type: none"> ➤ T300 T SERIES® CO Analyzer [Inlet CEMS; Quantity 4] ➤ DAHS and PLC configuration to accommodate new analyzer ➤ Onsite labor to install and commission analyzers 		\$ 38,049
N	Lot	<p>Three-Year Equipment Maintenance Agreement for all four units with Quarterly Site visits. Includes:</p> <p><u>1. Preventative Maintenance (PM):</u> Teledyne Monitor Labs will perform PM visits to clean, calibrate, adjust and align as necessary. Services will include but are not limited to:</p> <ul style="list-style-type: none"> a. Preventative Maintenance b. Minor Corrective Maintenance c. Limited On-The-Job Training (OJT) for site personnel d. On-site spare parts recommendations e. Equipment replacement recommendations f. Complete documentation of service performed <p><u>2. Corrective Maintenance (CM):</u> Teledyne Monitor Labs will provide priority dispatch of emergency, CM Services. CM Service is defined, as service required to bring equipment back into service, which has failed unexpectedly. CM Services will be billed at the MAINTENANCE AGREEMENT CUSTOMER rate defined in the attached DOMESTIC FIELD SERVICE RATES, plus travel and living expenses at cost. Repair of damage resulting from misuse or abuse of the equipment, or damage from natural intervention such as earthquakes, tornadoes, floods, etc., is not included in preventative maintenance services. Additional CM visits will be billed at the MAINTENANCE AGREEMENT CUSTOMER rate defined in the attached DOMESTIC FIELD SERVICE RATES. Response time for Corrective Maintenance Services will not exceed seventy-two (72) hours from the time the contact is made with Teledyne Monitor Labs personnel.</p> <p><u>3. Cylinder Gas Audit Service</u></p> <p>Cylinder (Certified/Calibration) Gas Audit Service: This service provides performance testing of installed process gas monitors to assess the performance of the monitor using NIST protocol gases of known concentrations as Standard Reference Materials. This service can be provided on a fixed price or a time and materials basis. Time and materials would be invoiced at the current MAINTENANCE AGREEMENT CUSTOMER rates plus travel and living expenses at cost. <i>Customer to provide correct calibration gas on site.</i></p>		\$ 118,755

ITEM	QTY	DESCRIPTION OF ARTICLES AND/OR SERVICES	UNIT PRICE	AMOUNT
O	Lot	Customer Witnessed Factory Acceptance Test (FAT) Teledyne Project Engineer will be present B&W Project Engineer will be present B&W will provide a duplicate server City of Riverside will provide a duplicate PLC <u>One (1), Two (2), or Three (3)</u> day(s) at Teledyne Monitor Labs' factory for customer personnel to confirm operation of the available system components. A Factory Witness Test protocol will be submitted for customer reference two (2) weeks prior to the test. Teledyne Monitor Labs' Quality Control and Assurance Department will submit a certified FAT report with the delivery of the CEMS. Customer is responsible for travel and expenses.	\$ 10,520 1-day \$ 15,860 2-day \$ 21,195 3-day	

TELEDYNE MONITOR LABS' TERMS OF PAYMENT:

- 40% of contract price on ordering of long lead equipment.
- 40% of contract price on shipment of equipment.
- 10% of contract price on startup, but not to exceed 90 days after receipt of equipment.
- 10% of contract price on certification, but not to exceed 180 days after receipt of equipment.

Payment terms for all invoices are NET 30 days from the date of the invoice. Unless otherwise agreed to in writing, payments for drawing submittals must be received by Teledyne Monitor Labs prior to shipment of equipment. Late payment will be considered a breach of contract and Teledyne reserves the right in such instances to cease activity until payment issues are resolved.

NOTE: Prices do not include sales tax. Sales tax will be added to each invoice as a separate line item unless the customer provides Teledyne with a sales and use tax certificate.

PLEASE NOTE: Spare parts ordered after delivery of the instrumentation quoted herein should be based on the final system design and spare parts lists provided with manuals and final drawings.

REGARDING MAINTENANCE AGREEMENT PURCHASES:

If an order resulting from this quotation includes an on-going maintenance agreement for hardware, software, or both, payment for the maintenance agreement(s) may be broken out from the contract price and billing schedule above and billed separately as services are performed.

Maintenance agreement contracts do not include the supply of spare or replacement parts. Spare or replacement parts are billed separately to the holder of the maintenance agreement. For that reason it is recommended that maintenance agreements be purchased by the end user of the equipment rather than an intermediary such as a construction or engineering firm.

The system description and product brochures provided herein describe in detail the instruments/systems included in this proposal. The descriptions are accurate to the best of our knowledge as of the date of this proposal; however, as additional information is obtained, variations may be required to enhance system performance. Teledyne Monitor Labs reserves the right to make changes in the design and construction of any system as it deems appropriate to meet the performance requirements of the application, with proper notification given to customer. Any changes made by Teledyne Monitor Labs will conform to U.S. EPA reference or equivalency method designations where applicable.

Other terms and conditions of sale, including warranty terms, are included with this quotation and can be found at our web site: www.teledyne-mi.com. Successful startup shall be the criteria of acceptance, with such startup defined as calibration of each gas parameter with zero and span gas.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

EXHIBIT "B"
COMPENSATION

Pricing Reference	Part/Service	Cost
Item A	Analyzer Hardware	\$98,365.00
Item A-1	Sample Panel/Gas Manifold Solenoid Valves	\$73,481.00
Item A	CEMS (Analyzer) Software	\$21,340.00
Item A-1	CEMS (Panel/Manifold) Software	\$14,630.00
Item E	1 Year of Spares	\$10,188.00
	Riverside, California Taxes (8.75%) [Labor is Tax-Exempt]	\$19,075.35
Item A	CEMS Analyzer Labor	\$16,835.00
Item A-1	CEMS Panel/Manifold Labor	\$9,164.00
Item F	QA/QC Plan Updates	\$2,735.00
Item G	Monitoring Plan Updates	\$2,735.00
Item B	Installation Assistance and Equipment Startup by TML onsite and B&W onsite (Dahs Integration)	\$64,210.00
Item C	Certification Test Assistance by TML onsite and B&W remote	\$28,860.00
Item D	TML CEM System Training	\$5,640.00
	Transfer of Equipment during a single Shipment	\$5,000.00
		\$372,258.35

- 40 % of contract price on ordeing of long lead equipment
- 40% % of price on shipment of equipment
- 10% of contract price on start-up, but not to exceed 90 days after receipt of equipment
- 10% of contract proce, not not to exceed 180 days after receipt of equipment

EXHIBIT "C"

KEY PERSONNEL

Contracts: Sonja Zehl

Project Manager: Jason Muckley

Sales: Bob Thomas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2018

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.

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).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@marsh.com /F: 212-948-0535 404208-TTI-CAS-17-18 TMLI Englew CO Sonja	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corp. NAIC # 15105 INSURER B: N/A INSURER C: Ironshore Specialty Insurance Company NAIC # 25445 INSURER D: N/A INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER:

LOS-002381955-03

REVISION NUMBER: 4

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			000793307	11/01/2017	11/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 2,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ Excluded</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 5,000,000		\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Professional Consultant Services Agreement between City of Riverside and Teledyne Monitor Labs, a business unit of Teledyne Instruments, Inc.

City of Riverside, and its officers, employees and agents, are included as additional insured (except workers' compensation) where required by written contract, solely for work done by and on behalf of the named insured for the City of Riverside. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Riverside Public Utilities City of Riverside 5901 Payton Avenue Riverside, CA 92504	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 of Marsh Risk & Insurance Services Linda Leigh Long
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2018

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.

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PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@marsh.com /F: 212-948-0535 404208-E&O-ML-17-18 TMLI Englwd CO Daniel		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED TELEDYNE TECHNOLOGIES INCORPORATED AND ALL SUBSIDIARIES INCLUDING: TELEDYNE MONITOR LABS 35 INVERNESS DRIVE ENGLEWOOD, CO 80112		INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 22667	

COVERAGES

CERTIFICATE NUMBER:

LOS-002381908-01

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Misc. E&O			G29013159001	03/15/2018	03/15/2019	Limit \$1,000,000 SIR: \$10,000

APPROVED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Riverside
Riverside Public Utilities
5901 Payton Avenue
Riverside, CA 92504

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AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Patricia Garland

Patricia Garland