

The Atlas Copco logo, featuring the company name in a stylized script font between two horizontal bars.

Atlas Copco

A large, dark, and somewhat blurry background image of an Atlas Copco compressor. The word "Atlas Copco" is visible in a large, light-colored font on the side of the machine. The overall tone is industrial and professional.

# CITY OF RIVERSIDE- CLEARWATER

Atlas Copco Compressors LLC – Factory Direct

Quote no 956313  
September 23, 2020

**Company:** CITY OF RIVERSIDE-CLEARWATER

**RE: Project 2040 -  
Clearwater**

To whom it may concern,

The RFP 2040 has been reviewed fully and the proposal included addresses the many facets of this RFP. Atlas Copco has been in business for close to 150 years having started business in 1873. We have the most technicians in the Southern California region to better serve you and we have 24/7 support. There is an included service plan pricing for 5 years which is our Extended warranty plus essentially placing this new equipment on a full warranty for the duration of this 5 years. This plan can be renewed after 5 years for another 5 years for a total of 10 years of full bumper to bumper warranty. No other bidder has a plan that matches this offer.

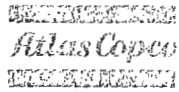
The main contact for this project is Craig O'Neil and there are several support staff listed in exhibit "C" that are also able to support as needed.

For the professional consultant agreement, with Atlas Copco there is no fee for initial or ongoing consultation. The 5 year warranty described below will in effect provide our team of service and technical professionals to help the City of Riverside with anything related to your compressed air system and at no cost. A PE is not needed or offered for this simple replacement project.

**Exhibit A**

**Summary of scope of supply and work to be performed**

- 2 new ZT 18 air compressors. Programmable lead / lag function is included and will be programmed at commissioning.
- Optional integration with facility BMS/DCS for full I/O integration via Modbus RTU. Materials and labor are listed in the proposal below.
- One CD 55 Desiccant Air Dryer with high quality pre filter and after filter. Rugged and durable design... this will be the operational desiccant dryer with the existing IR dryer relegated to a back up.
- Installation of 2- ZT 18 compressors and CD 55 dryer – includes ball valves and piping to relegate the existing IR dryer to a back up position. This is a simple straight forward installation.
- 5-year service plan offering a full bumper to bumper warranty and 24/7 support.
- Buy back of 2 existing ZT 18 compressors. Offer is 2,000 for both units and Includes removal and freight costs to take off of premises.



## **Exhibit C : Key Personnel**

### **Sales and System Design Support**

**Craig O'Neil**

Sales Manager – **Main Sales and Support Contact- 20+ years of experience**

16207 Carmenita Rd Cerritos CA 90703

858-210-5721

E-mail: [craig.oneil@atlascopco.com](mailto:craig.oneil@atlascopco.com)

**Carlos Eugenio - 13 + years of experience**

Sales Manager

Cell 949-629-5818

Email: [carlos.eugenio@atlascopco.com](mailto:carlos.eugenio@atlascopco.com)

***James Morris***

Sales Manager - **10 + years of experience**

Address: 16207 Carmenita Ave.

Cerritos, CA 90703

Phone: 877-243-8285 Mobile: 562-233-3884 Fax: 562-266-1710

E-mail: [james.morris@atlascopco.com](mailto:james.morris@atlascopco.com)

**Regional Sales Manager 25+ years of experience**

***Joseph Clifford***

Regional Sales Manager

[Joe.clifford@atlascopco.com](mailto:Joe.clifford@atlascopco.com)

48434 Milmont Dr, Phone: +1 800 872-3870

Fremont, CA 94538 Mobile: +1 (510) 673-0818

Fax: +1 (510) 413-5205

### **Service – Main Contacts**

**Ricardo Ortiz 15+ years of experience**

Service Manager

Address: 16207 Carmenita Rd Cerritos CA 90703

Mobile: 323-627-4321 - Fax: 562-944-3286

E-mail: [ricardo.ortiz@atlascopco.com](mailto:ricardo.ortiz@atlascopco.com)

**Joseph Robleto 15+ years of experience**

Service Manager

16207 Carmenita Rd Cerritos, CA 90703

Mobile: 253-263-0250 - Fax: 562-944-3286

E-mail: [joseph.robledo@atlascopco.com](mailto:joseph.robledo@atlascopco.com)

**James Vida** 15+ years of experience  
CTS Service Sales Manager - **Service contracts**

207 Carmenita Road                      Phone: 877-243-8285  
Cerritos, CA 90703                      Mobile: 562-237-0270  
Fax: 562-944-3286

**Lynette Gouveia** 8+ years of experience  
Service Coordinator

48434 Milmont Dr. Phone: 800.872.3870 ex:5215  
Fremont, CA 94538 Fax: 510.413.5205

[lynette.gouveia@atlascopco.com](mailto:lynette.gouveia@atlascopco.com)

**Parts Specialist:**

Monica Peterson 8+ years of experience

16207 Carmenita Rd  
Cerritos CA 90703  
Phone: 562-968-1762 Fax: 562-944-3286  
E-mail: [monica.peterson@atlascopco.com](mailto:monica.peterson@atlascopco.com)

**Subcontractor – Installer**

**Dave Evans** Owner 20+ years of experience, licensed and insured- Very Competent  
**Seabrook Technologies Inc.**

6765 Westminster Blvd.  
Suite C194

Westminster, CA 92683

**Phone** 714-866-3201

**Fax** 714-866-3202

**Website** <http://www.seabrooktech.com>

**Email** [seabrooktech@live.com](mailto:seabrooktech@live.com)

**References:**

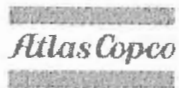
1. City of Riverside- Clearwater
2. Elsinore valley municipal water district. Contact is Bill Graham 951-674-3146
3. Eastern Municipal water district. Contact is Tim Stipet 951-634-6681

Many more available upon request

## Price Summary

Product number	Description	Qty	Unit Price	Total Price
8153118479	<b>High Efficiency Rotary Oil Free Air Compressor</b> -Model ZT 18 -25 HP TEFC Motor with IP 55 Protection. Compare to others that use a cheaper less durable ODP motor with only IP 23 protection. -Air Cooled -97 cfm at 125 psi -Advanced Micro-Processor Controller -Full sound attenuating enclosure -Certified Oil Free Air Eliminates the Risk of Oil Contamination of your products. -CAGI Certified Performance – Compare to others that do not use a third-party performance verification. -Rugged / Durable Design with Low Lifecycle Costs -Lead/Lag included via simple programming of controllers. -General Alarm and run status dry contacts on back of controller for connection with BMS /DCS. -Smartlink	2	42,645	85,290
	<b>Heatless Desiccant Dryer</b> -Model CD 55 -Rugged and Durable Design -Provides a minus 40 Pressure Dew Point -Includes Quality pre and after filters -Has alarm contact for connection to BMS -This new dryer will run as the main dryer with the existing IR dryer relegated to a back up.	1	4,380	4,380
	Freight: Not to Exceed	LOT		3,800
	Start up / Commissioning and end user operational training-- By Factory authorized technician	LOT		850
	Removal of old equipment and installation of 2 new ZT 18 Air Compressors and one new Desiccant Dryer. Detailed scope of work listed below.			18,152
Buy Back of 2 Old ZT 18 Air Compressors Note: must buy new Atlas Copco compressors for this to be valid				(2,000)

Estimated Tax based on 8.75%: \$7,846.13



## QUOTATION

Quote Number: 956313

Quote Date: 09/23/2020

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5 year Service contract in separate section with specific details regarding parts and labor and also the full warranty offering with this service plan for the full 5 years.

Freight: Not to Exceed 3,800

Applicable tax not included and will depend on equipment selection.

## Payment & delivery conditions

Quote valid to:	November 30th, 2021
Payment terms:	30 days net - Negotiable
Incoterms & location:	FOB – Shipping Point
Lead Time	Typically in stock: If not in stock at time of ordering, lead time is up to 17 weeks.

Installation scope of work.

Thank You for The Opportunity to Prove Seabrook Technologies Offers the Best Installation Solutions for Your Needs, As Well As the Customer Service You Deserve.

Description: Atlas-Copco ZT-18 Air Compressor Replacement (Total Two Compressors)

- 1) Remove Existing Atlas-Copco ZT-18 Air Compressors from Location. (Electrical, Piping and All Mounting Hardware) (Total Two Compressors)
- 2) Install Atlas-Copco ZT-18 Air Compressors into Specified Location. (Level and Mount) (Total Two)
- 3) Provided and Install All Necessary Piping System Between Existing Piping Header and New Compressors. (Piping, Fittings and All Mounting Hardware)
- 4) Provide and Install All Necessary Condensation Lines from Air Compressors and Into Existing Drain Line Within 25 Feet of Air Compressors. (piping, Check Valves and All Mounting Hardware)
- 5) Hardwire Atlas-Copco ZT-18 Air Compressors from Customers Existing Electrical Service Within 25 Feet of Air Compressor. (Conduit, Wiring and All Mounting Hardware)

- 6) Hardwire Existing Control Wiring from Existing Conduit, (Note Atlas-Copco Service Techs To Land All Signal Wiring)
- 7) Install Atlas-Copco Desiccant Type Air Dryer into Specified Location. (Level and Mount)
- 8) Provide and Install All Necessary Inlet and Outlet Piping System for Air Dryer. (Piping, Fittings and All Mounting Hardware)
- 9) Hardwire Atlas-Copco Desiccant Air Dryer from Customer Provided Electrical Service Within 10 Feet of Air Dryer.
- 10) Note: All Equipment Removal And Install To Be Completed Monday-Friday 8Am-5Pm.
  - ✓ Shutdown is required and must be scheduled a minimum of (1) week in advance.
  - ✓ This proposal is subject to a site review and design review.
  - ✓ Seabrook Technologies, Inc To Provide Forklift.
  - ✓ Any work not listed in this proposal is excluded and will be billed in addition.

No plans or permits are included in this proposal. If plans or permits are required, there will be applicable charges.

All work performed using prevailing wages

## Basis of vendor selection

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications (20%): Atlas Copco is the largest compressor manufacturer in the world and we have the largest number of service technicians in the Southern California region. I have over 20 years of experience and have in depth knowledge of compressed air systems and designing for efficiency and durability and plant uptime.
- b. Pricing (25%): Factory direct pricing below standard pricing as the City of Riverside is a current customer and we would like to keep the city of Riverside as a customer. This ZT 18 is a premium product and there are cheap options out there that will not be as durable or have the performance like these ZT 18's.
- c. Capacity to Perform Work (Projects of similar size and scope): (20%) Atlas Copco is the largest compressor manufacturer in the world and we have the largest number of service technicians in the Southern California region.
- d. Approach and Methodology (35%): The compressors quoted are direct replacements for the ZT 18's on site although there have been upgrades made over the years to the design and controller. The new desiccant dryer is a durable design and will be the main running dryer with the existing IR dryer being relegated to a back up.

## Product Description: ZT 15-45 AND ZR 30-45

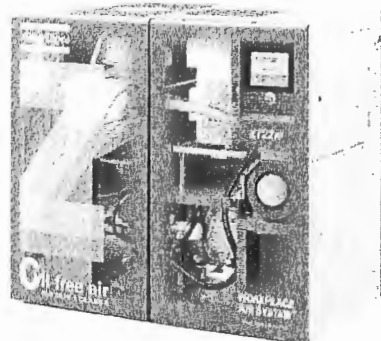
### Atlas Copco Oil Free Tooth Compressors

#### GENERAL

The ZT/ZR is a standard Atlas Copco Two-stage rotary Oil free motor driven Compressor, based on tooth technology, for producing 'Class Zero' certified Oil free air as per ISO 8573-1.

The ZT/ZR is built according to proven design standards and is suitable for industrial environment. The design, materials and workmanship ensure of the best available quality and performance.

The ZT/ZR is offered in a silenced canopy and it includes all necessary controls, internal piping and fittings to deliver oil free Compressed Air at desired pressure.



ZT are air-cooled and ZR are water-cooled. ZT 15-45 range is offered in 6 different models viz., ZT 15, ZT 18, ZT 22, ZT 30, ZT 37 and ZT 45 with flow ranging from 30 l/s to 115 l/s (63 cfm to 243 cfm).

ZR 30-45 range is offered in 3 different models viz, ZR 30, ZR 37 and ZR 45 with flow ranging from 79 l/s to 115 l/s (167 cfm to 243 cfm)

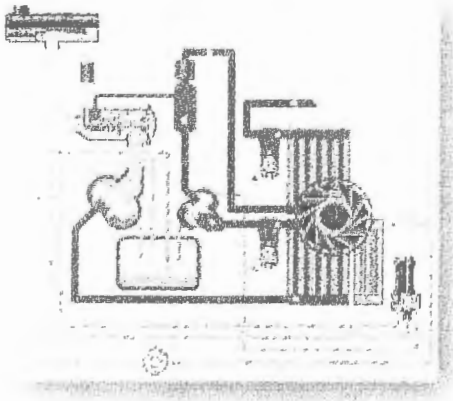
**Pack** compressors are built up with following major components:

- Inlet silencer with integrated air filter
- Load/no-load valve
- Low-pressure compressor element
- Intercooler
- High-pressure compressor element
- Aftercooler
- Electric motor IE3 / Premium efficiency
- Drive coupling
- Gear casing
- Elektronikon® regulator

- Safety valves

**The ZT/ZR Compressor consist of the following:****Air / Oil Flow**

Air drawn in through air filter and the open inlet valve of the unloader assembly is compressed in the low-pressure compressor element and discharged to the intercooler. The cooled air is further compressed in the high-pressure compressor element and discharged through the aftercooler. The machine controls between load and unload & machine restarts with smooth operation.

**Condensate Drain system**

Compressor: Two condensate traps are installed on the compressor itself: one downstream of the intercooler to prevent condensate from entering the high-pressure compressor element, the other one downstream of the aftercooler to prevent condensate from entering the air outlet pipe.

Electronic water drains (EWD): The condensate is collected in the electronic water drains. The benefit of EWD is, it is No air loss drain. It opens only once condensate level is reached thus saving compressed air.

**Oil System**

Oil is circulated by pump from the sump of the gear casing through oil cooler and oil filter towards the bearings and the gears. The oil system is equipped with a valve that opens if the oil pressure rises above a given value. The valve is located before the oil filter housing. It is important to note that in the complete process no oil comes in contact with the Air, hence ensures complete oil free air.

## Cooling System

ZT compressors are provided with an air-cooled oil cooler, an intercooler and an aftercooler . An electric motor driven fan generates the cooling air.

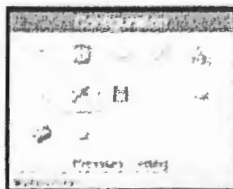
ZR compressors have a water-cooled oil cooler, an intercooler and an aftercooler. Newly introduced Tube and Shell type coolers ensure sturdy performance. The cooling system includes three parallel circuits:

- The oil cooler circuit
- The intercooler circuit
- The aftercooler circuit

Each of these circuits has a separate valve to regulate the water flow through the cooler.

## ELEKTRONIKON

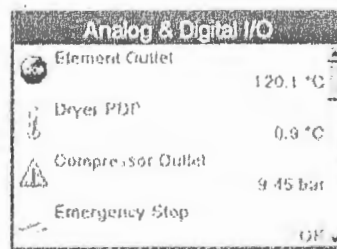
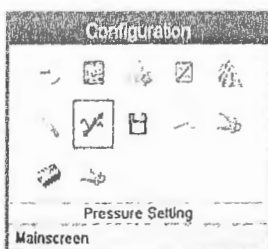
Elektronikon® MK5 Graphic regulator and control panel



### Elektronikon Graphic with compressor visualization:

The next-generation Elektronikon® operating system offers a great variety of control and monitoring features that allow you to increase your compressor's efficiency and reliability thanks to the many embedded advanced control algorithms.

Graphical 3.5 inch high definition colour display with clear pictograms and self-explaining navigation. Standard Internet based compressor visualization using Ethernet



### Elektronikon graphic regulator module

The regulating system includes the Elektronikon module to regulate, control and monitor compressor operation. All ZT/ZR series Elektronikon control modules display and monitor the following:

1. Compressor Status Indication
  - Voltage on
  - Automatic operation
  - Service timer
  - Compressor speed
2. Temperature, numerical readouts
  - Element outlet
  - Ambient air temperature on FF units
3. Pressure, numerical readouts
  - Delivery air
4. Compressor Control
  - Start / Stop
  - Reset / Test
5. Hour meters
  - Total running hours
  - Total loading hours (in different speed zones)
6. Timers
  - Programming compressor time-based start/stop commands
7. Service requirement indications
  - Air filter
8. Compressor safety - warning indications
  - High element outlet temp.
  - Electronic drain operation
  - Sensor error
  - High dew point
  - Cooling water inlet temp (for water cooled versions)
  - Cooling water outlet temp (for water cooled versions)
  - Pressure drop over PD/DD filters (optionally)
9. Compressor safety - shutdown indications
  - High element outlet temp.
  - Drive motor/fan motor overload
  - Emergency stop
10. Digital output relays for remote monitoring (voltage free)
  - Automatic operation / Manual operation
  - General warning
  - General shutdown

## FEATURES & BENEFITS

### Energy Savings

Two stage tooth element & IE3 / Premium efficiency motor

Lower energy consumption compared to single stage dry compression systems. Minimum power consumption of the unloaded state is reached rapidly. IE3/ Premium efficiency motors ensure Energy savings.

Integrated Dryers with Saver cycle technology

Reduces the energy consumption of the integrated air treatment in light load conditions. Water separation is improved. Pressure Dew Point (PDP) becomes more stable.

Fully Integrated & Compact design

Controller to ensure optimum efficiency and reliability. Ensures compliance with your air requirements and makes the best use of your valuable floor space.

### Quite Operation

Radial Fan

Ensures that the unit is cooled effectively, produces as little noise as possible.

Intercooler and After cooler with vertical layout

The noise levels from the fan, motor and element have been drastically reduced.

Sound insulated canopy

No separate compressor room is required. Allows for installation in most working environments

### Highest Reliability

Robust Air filter

Offers a long lifetime and high reliability for long service intervals and low maintenance needs. Air filter is very easy to replace.

Electronic Water Drains are mounted vibration free and have large diameter drain port.

Constant removal of condensate.  
Extends your compressor's lifetime.  
Provides trouble-free operation.



## Service Plan Quote #40664561

CITY OF RIVERSIDE-CLEARWATER

**Attn: Garry Grimwade**

5901 PAYTON AVE

RIVERSIDE, CA 92504-1003

951-238-5587

ggrimwade@riversideca.gov

09/23/20

Dear Garry,

We appreciate your invitation to quote on an Atlas Copco Service Plan.

Service plans are specifically designed to assure our customers uptime and efficiency at the minimum overall costs. Atlas Copco will relieve you of the burden of maintenance planning and will take over the responsibility for servicing your equipment on a regular basis.

When service is due, you will be notified and an agreed upon appointment will be arranged. This proactive maintenance will significantly reduce the chances of a breakdown, as potential problems will be recognized in advance and appropriate preventive measures can be taken before any problems occur.

Atlas Copco is always available to provide you solutions for all of your compressed air needs. From generation to point of use, always guaranteeing the best performance from your whole system. Genuine parts and lubricants specially developed for your compressor needs are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

**James Vida**

Service Sales Manager

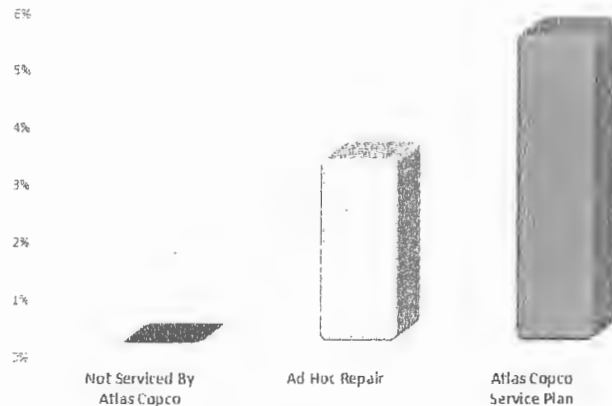
Cell: 562-237-0270

james.vida@atlascopco.com

## Increased Uptime With Service Plans

Atlas Copco equipment that is on a service plan with us averages 5% more uptime than equipment that is not serviced by Atlas Copco.

This 5% increase in uptime is not an estimate, this is a real and calculated value by our SMARTLINK monitoring system that is installed on thousands of compressors across the USA.



*\*Includes time for scheduled maintenance*

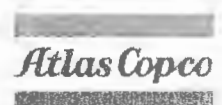
A machine that is properly maintained is more reliable and efficient.

SMARTLINK gathers, compares and analyzes data on the fly. When needed, it sends out warnings, both to our Central Command Center and to your cell phone or email, allowing us to carefully plan and prepare service interventions. SMARTLINK also can provide performance and energy reports allowing you to monitor and tune your system's energy efficiency.

SMARTLINK is available in three different levels to monitor your compressed air production to the specific level that your business needs.

3 Levels of Monitoring			
OPTIONS	REPORT	WARNING	ANALYSIS
	SERVICE	UPTIME	ENERGY
SMARTLINK Hardware	✓	✓	✓
Monthly Service E-mail	✓	✓	✓
Machine Status Overviews	✓	✓	✓
Quota Request	✓	✓	✓
Service Performance Dashboard	✓	✓	✓
Service Log	✓	✓	✓
SMS/E-mail Warning	✓	✓	✓
Event List	✓	✓	✓
Actual Machine Status	✓	✓	✓
Performance Indicators in Energy	✓	✓	✓
Related Dashboards	✓	✓	✓
Performance Indicators in Energy	✓	✓	✓
Related Graphs	✓	✓	✓
Reporting Function for Events, Energy, & Flow, Pressure and Dewpoint (PDF, Word, Excel)	✓	✓	✓

SMARTLINK is available in three different levels to monitor your compressed air production to the specific level that your business needs.



**Table 1 - Pricing and Services Summary**

Machines Description	Serial Number	Up To Running Hrs. Per Year	Service Type	Planned Visits	Visits Per Year	Oil Type	Element Overhaul Included	Main Motor Overhaul Included	Electrical Parts Included	Cooler Cleaning Included	Price Per Year
ZT18 7,5/10bar Workplace		4000	Extended Warranty+	Year 1 A Year 2 B Year 3 A Year 4 C Year 5 A	1.00	Roto-Z	N	N	N	N	\$ 2,989.00
ZT18 7,5/10bar Workplace		4000	Extended Warranty+	Year 1 A Year 2 B Year 3 A Year 4 C Year 5 A	1.00	Roto-Z	N	N	N	N	\$ 2,989.00
CD+ 55 115 V - 40°C/40 F		8000	Extended Warranty+	Year 1 B Year 2 C Year 3 B Year 4 C Year 5 B	1.00		N	N	N	N	\$ 1,284.00
<b>Total Yearly Price</b>											<b>\$ 7,262.00</b>

*Running hrs per year* - Estimated yearly running hours for each machine – in case limits are exceeded by 1,000h, pricing are subjected to review

*Type* - Type of agreement for each specific machine\*:

*Total visit schedule* - Foreseen preventive maintenances on the duration of this agreement

*Compressor element, main motor overhaul, electrical parts and cooler cleaning* – indicate if these parts (when quoting a TR) are included

\*More details referring to each service plan level can be found in the following pages of this quote, and also in the terms and conditions sheet.

**Atlas Copco**

## Activities List

Equipment: ZT18 7,5/10bar Workplace-								
Visit Type	I Visit	A Visit	B Visit	C Visit	D Visit	E Visit	F Visit	
Follow Customer Specific Safety Rules		x	x	x				
Take service reading(air,oil,water T+ P)		x	x	x				
Check condition of air intake chamber		x	x	x				
Check condition of cooling fan assy (AC)		x	x	x				
Check/clean cooling fins		x	x	x				
Check breather pre-filter assy+breather		x	x	x				
Check LAT (FP units)								
Check rotation of dryer cooling fan								
Clean condensater								
Change compressor oil filter		x	x	x				
Replace breather pre-filter assembly		x	x	x				
Take full set of S.P.M. readings		x	x	x				
Check electrical components		x	x	x				
Test function of check valve		x	x	x				
Test function of air inlet valve		x	x	x				
Blast/clean cooler block (externally)		x	x	x				
Repl. selector vlv membr(air-in filter)			x	x				
Disass.+inspect ch.valve.Replace spring			x	x				
Overhaul WSD Intercooler			x	x				
Overhaul WSD Aftercooler			x	x				
Replace muffler			x	x				
Inspect main drive coupling			x	x				
Change oil			x	x				
Check Elektronikon functions		x	x	x				
Overhaul air intake valve				x				
Overhaul check valve				x				
Change coupling element(s)				x				
Replace seal rings of main drive shaft								
Replace main Drive shaft bearing(s)								
Replace rubber buffers								
Overhaul oil pump								
Replace labyrinth oil seal								
Replace LP element								
Replace hoses								
Check for air- water- & oil leakage		x	x	x				
Change radial cooling fan assembly								
Inspect and OH electric motor if req.								
Clean cooler block (int/ext)								
Grease main drive motor bearings		x	x	x				
Clean injector nozzle breather cover (with needle ø < 0.7mm).		x	x	x				
Check safety valve+switches		x	x	x				
Check/clean condensate drain(s)		x	x	x				
Clean air- & oilcoolers		x	x	x				
Change air filter element(s)		x	x	x				
Check oil level		x	x	x				

Equipment: ZT18 7,5/10bar Workplace-

Visit Type	I Visit	A Visit	B Visit	C Visit	D Visit	E Visit	F Visit
Follow Customer Specific Safety Rules		x	x	x			
Take service reading(air,oil,water T+ P)		x	x	x			
Check condition of air intake chamber		x	x	x			
Check condition of cooling fan assy (AC)		x	x	x			
Check/clean cooling fins		x	x	x			
Check breather pre-filter assy+breather		x	x	x			
Check LAT (FF units)							
Check rotation of dryer cooling fan							
Clean condensater							
Change compressor oil filter		x	x	x			
Replace breather pre-filter assembly		x	x	x			
Take full set of S.P.M. readings		x	x	x			
Check electrical components		x	x	x			
Test function of check valve		x	x	x			
Test function of air inlet valve		x	x	x			
Blast/clean cooler block (externally)		x	x	x			
Repl. selector vlv membr(air-in filter)			x	x			
Disass.+inspect ch.valve.Replace spring			x	x			
Overhaul WSD Intercooler			x	x			
Overhaul WSD Aftercooler			x	x			
Replace muffler			x	x			
Inspect main drive coupling			x	x			
Change oil			x	x			
Check Elektronik functions		x	x	x			
Overhaul air intake valve				x			
Overhaul check valve				x			
Change coupling element(s)				x			
Replace seal rings of main drive shaft							
Replace main Drive shaft bearing(s)							
Replace rubber buffers							
Overhaul oil pump							
Replace labyrinth oil seal							
Replace LP element							
Replace hoses							
Check for air- water- & oil leakage		x	x	x			
Change radial cooling fan assembly							
Inspect and OH electric motor if req.							
Clean cooler block (int/ext)							
Grease main drive motor bearings		x	x	x			
Clean injector nozzle breather cover (with needle $\phi < 0.7\text{mm}$ ).		x	x	x			
Check safety valve+switches		x	x	x			
Check/clean condensate drain(s)		x	x	x			
Clean air- & oilcoolers		x	x	x			
Change air filter element(s)		x	x	x			
Check oil level		x	x	x			

Equipment: CD+ 55 115 V -40°C/-40 F-								
Visit Type	I Visit	A Visit	B Visit	C Visit	D Visit	E Visit	F Visit	
Follow Customer Specific Safety Rules			x	x				
Inspection			X	X				
Change silencer(s)				X				
Measure dewpoint			X	X				
Check regeneration cycle			X	X				
Check pressure drop			X	X				
Replace desiccant								
Change all valves				X				
Change filter element(s)			X	X				

## Service Plan Options

	Inspection Plan (PI)	Parts Plan (PP)	Preventative Maintenance Plan (PM)	Extended Warranty (XT)	Total Care Plan (TC)	Total Responsibility Plan (TR)
Machine Inspection	✓		✓	✓	✓	✓
Detailed visit reports with recommendations via e-mail	✓		✓	✓	✓	✓
All parts and lubricants required for preventative maintenance		✓	✓	✓	✓	✓
Expert labor included			✓	✓	✓	✓
Travel and mileage included	✓		✓	✓	✓	✓
Bumper to bumper warranty				✓	✓	✓
Breakdown parts and lubricants				✓	✓	✓
Breakdown labor				✓	✓	✓
Breakdown travel and mileage				✓	✓	✓
Scheduled overhaul included (if needed)						✓
Automated visit scheduling	✓		✓	✓	✓	✓
Automated parts ordering and shipping		✓	✓	✓	✓	✓
Reliability related product updates				✓	✓	✓
Priority service			✓	✓	✓	✓
Fixed yearly price for contract duration	✓	✓	✓	✓	✓	✓

This table is an overview comparison of various Service Plans. Some of the above-referenced Service Plans might not be included in this Agreement. Refer to the 'Service Type' column in the Pricing and Services Summary to see which applies to your specific equipment.

The following conditions apply to the above:

1. This agreement may be cancelled by either party with 30 days written notice. The customer is entitled for a refund for any services that haven't been performed but already paid for.
2. Atlas Copco reserves the right to not renew a service agreement after expiry of the term.
3. The breakdown provision in a TR includes labour, parts and travel for breakdown of components contained within the compressor frame and canopy over the term of the agreement.
4. Customer must make the compressor available for an overhaul (and pay for an overhaul if XT, PM or IP option is selected) if SPM readings or other metrics indicate the need for an overhaul. If this is not the case then Atlas Copco's responsibility, when under a TR, to cover breakdowns will cease.
5. Overhauls are generally performed on site, otherwise freight costs and other costs may apply.
6. When under a TR, after an overhaul is performed, the agreement can only be cancelled by paying the list price for the overhaul maintenance.
7. Repairs or upgrades beyond the overhaul scope will be invoiced separately after authorisation by the customer.
8. Alternative air supply is not covered by service plans.
9. Breakdowns and repairs caused by negligence, abuse, operation outside specified parameters and due to maintenance due over 60 days are not covered by service plans.
10. Neither party shall be liable for any special, indirect, incidental, punitive or consequential damages, including, but not limited to, loss of total or partial use of products, downtime cost, loss of profits or revenues.

This quote is valid for **30 days** from generation.

Number of invoices per year: **TBD**  
Agreement duration: **Five (5) years**

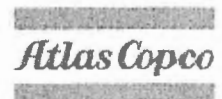
P.O. / Agreement # \_\_\_\_\_  
Expiration date \_\_\_\_\_

By signing this agreement you are authorizing Atlas Copco Compressors LLC to automatically invoice as detailed above, using the PO/agreement number stated in this document. This agreement and the associated invoicing can be cancelled with 30 days written notice.

**Pricing includes freight**  
**Pricing includes sales tax**

Pricing applies to services performed during normal working hours, weekdays, from 7am – 4pm  
Atlas Copco SERVICE TERMS AND CONDITIONS form an integral part of this quotation  
Quoted service type 'Definitions and Conditions' apply.

Quote Nr.: **40664561**



Additional details:

- Hourly rates next 5 years will be 155 per hour with active service agreement.
- Seabrook states permits only required if the receiver tanks are moved so no permits are included with this work.
- Service response will be within 24 hours but the goal is within 4 hours

Seabrook contractor's license



## Conditions of Sale for City of Riverside - Clearwater

**GENERAL** – Unless otherwise expressly agreed in writing by a duly authorized representative of Atlas Copco these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean Atlas Copco AB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Atlas Copco. Orders shall be subject to acceptance at Atlas Copco Compressors LLC's principal corporate offices in Rock Hill, South Carolina.

**DELIVERY** – Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser or by reason of any of the contingencies referred to in Section 5. Atlas Copco may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Atlas Copco reserves the right to make delivery installments.

**SECURITY AND RISK OF LOSS** - Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery or upon moving into storage, whichever occurs first, at the point of delivery for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

**PAYMENT** – If Purchaser fails to pay any invoice when due, Atlas Copco may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.

A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Atlas Copco, constitute a default in addition to all other remedies Atlas Copco may have under these conditions of sale or applicable law. If, in the judgment of Atlas Copco, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Atlas Copco may require payment in advance or cancel any outstanding order, whereupon Atlas Copco shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Atlas Copco by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

**FORCE MAJEURE** – Atlas Copco shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including but not limited to acts of God, fire, storm, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, quarantine, epidemic, pandemic, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to make up for such delay.

**NEW PRODUCT WARRANTY** – Atlas Copco warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dryers, Atlas Copco-designed compressor parts and other Products manufactured by Atlas Copco and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first, except as set forth below or in the New Products Warranty attached hereto.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Atlas Copco's expense. Atlas Copco shall use commercially reasonable efforts to complete the majority of warranty repair claims within fourteen (14) days of Customer's written notice of non-conformity; provided, however, Customer acknowledges that it may be possible that some repairs may take up to sixty (60) days to complete.

Replaced Products become the property of Atlas Copco.

Atlas Copco warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.

When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Atlas Copco Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.

The Atlas Copco warranty does not extend to Products not manufactured by Atlas Copco or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Atlas Copco or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Atlas Copco in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

**LIMITATION OF LIABILITY** – IN NO EVENT SHALL ATLAS COPCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Except for third party claims for personal injury or tangible property damage to the extent caused by the gross negligence or willful misconduct of Atlas Copco Atlas Copco's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Atlas Copco arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

**PRICES** – Prices to the Purchaser shall be the Atlas Copco list price in effect at time of order. Atlas Copco may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.

This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Atlas Copco, its subcontractors or suppliers any such taxes, which Atlas Copco, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.

The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

**INFORMATION FURNISHED PURCHASER** – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Atlas Copco and may not, without its consent, be copied or communicated to a third party.

**PATENT INDEMNITY** – For purposes only of this Section 10, where used, the designation "Atlas Copco" shall be deemed to mean Atlas Copco North America Inc. and its subsidiaries.

Atlas Copco shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Atlas Copco, are not supplied according to Purchaser's detailed design, are used as sold by Atlas Copco. Purchaser shall have made all payments then due hereunder, and Atlas Copco is notified promptly in writing and given authority, information and assistance for the defense of said suit or proceeding; and Atlas Copco shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Atlas Copco is a contributory infringer. Atlas Copco shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Atlas Copco shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF ATLAS COPCO AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.

To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Atlas Copco is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Atlas Copco, Purchaser agrees to indemnify Atlas Copco in the manner and to the extent Atlas Copco indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

**ASSIGNMENT** – Any assignment of this contract or any rights hereunder, without prior written consent of Atlas Copco by a duly authorized representative thereof shall be void.

**TERMINATION** – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco.

**PARTIAL INVALIDITY** – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

**REMEDIES** – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Atlas Copco may have under the Uniform Commercial Code or other applicable law.

**SMARTLINK:** The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time.

**NOTE:** Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment or services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

## **PAYMENT TERMS**

Payment terms: 60% at delivery and 40% at start up which is to be within 60 days after delivery.

Unless expressly agreed to in writing on a specific contract or order, our standard payment terms are:

For orders under \$100,000 the payment terms shall be **Net 30 days** from date of shipment.

For orders over \$100,000 or with lead times greater than six months the following terms shall apply:

### **1. Domestic Shipments**

- A- ~~30% of order value 30 Days from date of customer's purchase order.~~
- B- ~~30% of order value after passage of 1/3 of the time from date of customer's order to the originally scheduled shipment date.~~
- C- ~~30% of order value after passage of 2/3 of the time from date of customer's order to the originally scheduled shipment date.~~
- D- ~~10% of order value, net 30 days from date of shipment.~~

In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule.

### **2. Export Shipments**

All export shipments are subject to purchaser arranging for an irrevocable letter of credit in favor of Atlas Copco Compressors LLC, from a recognized American bank.

Should the order fall in a category that requires progress payments, the letter of credit shall be arranged to release payment in accordance with the agreed payment schedule.

### **3. Payment Retention**

Payment retention will not be allowed. An irrevocable bank letter of credit will be furnished at Atlas Copco's expense in lieu of retention.

### **4. Credit Approval**

All terms are subject to credit approval by Atlas Copco Compressors LLC.

## **CANCELLATION SCHEDULE**

### **Definitions:**

**Standard Stocked Equipment** - equipment as shown in the current catalog and available for shipment from the US Distribution Center.

**Standard Non-Stocked Equipment** - equipment as shown in the current catalog but not currently stocked at the US Distribution Center.

**Engineered Equipment** - equipment requiring customized features not shown in the current catalog.

### **Orders for Standard Stocked Equipment**

- \* 20% of equipment price

### **Orders for Standard Non-Stocked Equipment**

A) Prior to release for manufacturing:

- \* 20% of equipment price

B) After production has started:

- \* 40% of equipment price

C) After production has been completed:

- \* 60% of equipment price

### **Orders for Engineered Equipment**

A) Prior to release for manufacturing:

- \* 20% of the purchase price

B) After production has started

- \* 40% of the base compressor price

- \* 40% of optional equipment of purchased materials will be charged

C) After production has completed

- \* 60% of the base compressor price

- \* 100% of optional equipment

**Service Terms and Conditions for City of Riverside - Clearwater**  
(Revised June 4, 2021)

Atlas Copco Compressors LLC (a Delaware limited liability company having its principal place of business at 1800 Overview Drive, Rock Hill, South Carolina 29730, USA) is referred to herein as "Atlas Copco", and the customer or legal entity purchasing a service from Atlas Copco is referred to as the "Customer". "Service" means service provided to Customer by Atlas Copco as defined in proposal/quotation.

These Service Terms and Conditions along with Atlas Copco's applicable quotation constitute the complete and exclusive statement and understanding of the terms of the agreement governing the supply of service by Atlas Copco to the Customer ("Agreement"). The Customer's issuance of a purchase order and/or the Customer's acceptance of any work performed by Atlas Copco shall constitute acceptance of these Service Terms and Conditions. Notwithstanding any contrary provision in the Customer's purchase order or other document, commencement of performance by Atlas Copco shall not constitute acceptance of the Customer's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to these Service Terms and Conditions. Any and all terms, conditions, and other provisions from the Customer (whether or not contained in a request for quotation, purchase order, or otherwise) which are inconsistent with or in addition to these Service Terms and Conditions are rejected and shall not be binding on Atlas Copco. No waiver, alteration, amendment, or other modification of these Service Terms and Conditions shall be binding on Atlas Copco unless made in a writing (identifying the applicable quotation number and clearly identifying and agreeing to the modification) signed by an authorized Atlas Copco manager at Atlas Copco's offices.

**1. Quotation Validity**

Unless otherwise expressly stated in the quotation, the quotation is valid for a period of 30 days after it is issued by Atlas Copco. Beyond that, quotations will require confirmation or adjustment by Atlas Copco.

**2. Terms of Payment**

Unless otherwise expressly agreed in writing by Atlas Copco, each invoice is due and payable 30 days after the invoice date. The Customer shall have no rights to any setoffs relating to any payments due under this Agreement. In the event of late payment, Atlas Copco reserves the right to charge interest at the lower of an annual rate equal to 12% or any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment.

**3. Price Adjustments**

a. If the term of this Agreement (or of a specific Service Plan within this Agreement) or of any renewal term is less than three years, the annual price is subject to an adjustment on completion of each twelve months from the commencement date (hereinafter referred to as the "review date"); however the price increase at each such review date shall not exceed 5% of the preceding twelve month period's price. It is expressly understood that this limitation does not apply to Service Plans having a term of three years or longer, in which case the price adjustment may exceed 5%. For example, it is expressly understood that upon any renewal of any 3-year or 5-year Service Plan, the new price may be more than 5% higher than the old price.

b. Regardless of the duration of the term and even if the price is stated as a fixed annual price, the price is subject to an adjustment at any time during the term if any major change occurs in the operating or site conditions of the compressor. Major changes include but are not limited to: (i) Customer's act of moving the compressor (even if within the facility), (ii) placing another piece of equipment in such a way that coolant air inflow into the compressor is affected, or (iii) making electric power-related changes, or exceeding the compressor's estimated yearly running hours (specified in the quotation's Pricing and Services Summary, in the column entitled "Estimated Running Hours per Year" ) by more than one thousand (1,000) hours. In addition, the price is subject to an adjustment at any time if there is any addition of service.

**4. Taxes**

The price does not include taxes. Any and all applicable taxes (except any taxes on Atlas Copco's income) will be added to any price payable by the Customer.

**5. Service**

a. Atlas Copco's quotation describes the specific Service Plan quoted. Details specific to various Service Plans are set out in Appendix 1.

b. Atlas Copco's quotation also describes the specific number of Visits per Year to carry out the activities set out in the quotation's Activities List for the specific compressor. The activities will be performed by Atlas Copco in accordance with the compressor's instruction manual or as determined by the compressor's operating context. After each visit, an electronic service report will be provided by Atlas Copco to the Customer. The service report will outline the service provided and any repairs recommended. (Repairs are not within the services supplied under this Agreement, unless expressly set forth otherwise in this Agreement.) The service report must be signed by a Customer representative, thereby verifying the work, as specified, has been completed.

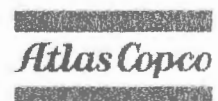
c. Atlas Copco will contact the Customer before any visit. All work will be performed during Atlas Copco's normal working hours (8:00 am to 5:00 pm, Monday through Friday excluding public holidays), except as otherwise mutually agreed in writing. If Atlas Copco agrees to perform work outside of Atlas Copco's normal working hours, Atlas Copco reserves the right to charge the Customer extra in accordance with Atlas Copco's applicable rates.

**6. Limitations of Service Obligations**

a. Applicable to all Service Plans, Atlas Copco shall not be obligated to inspect or service any compressor under this Agreement in the event of:

(i) Customer's failure to perform any of its responsibilities set forth in Section 7 below, including but not limited to the Customer's responsibility to perform daily and weekly (8 and 40 hour) servicing and inspection on the compressor in accordance with the compressor's instruction manual;

(ii) Any failures influencing the function of the compressor caused by unforeseen circumstances including, but not limited to, accidental or willful damage to the compressor by the Customer or a third party, failure of electric power for the compressor (or interruption or fluctuations of electric power, or out-of-specification electric power), improper quality and/or quantity of air going into the compressor, introduced contamination, or improper repair, servicing, or alteration of the compressor by the Customer or a third party; or



(iii) Operation outside specified parameters.

c. Under a Preventive Maintenance Plan, electrical components not supplied as a standard component of the compressor package are not within the services of this Agreement.

d. Temporary hire of compressors/ alternative air supply is not included to cover compressor outages unless specifically agreed in writing signed by an authorized Atlas Copco manager.

#### **7. Customer Responsibilities**

Under all Service Plans Customer shall do all of the following:

a. Perform daily and weekly (8 and 40 hour) inspection on the compressor in accordance with the compressor's instruction manual (including in the manual's preventative maintenance schedule);

b. Keep the compressor within the environmental conditions (including but not limited to temperature range, humidity range, and other factors), and operate it as recommended in the compressor's instruction manual and in accordance with any recommendations of Atlas Copco's service specialists.

c. Ensure that water in the compressor's cooling circuits (if applicable) and ventilation is within the limits of quality, quantity and temperature as recommended by Atlas Copco.

d. Use only genuine Atlas Copco Parts and Lubricants approved by Atlas Copco.

e. Advise Atlas Copco immediately of any changes of compressor operational conditions or site conditions and any malfunctions or failures that may influence the proper functioning of the compressor.

f. Provide Atlas Copco with free and full access to the compressor, during previously agreed-upon times, to perform scheduled visits pursuant to this Agreement. The Customer will at its own cost supply adequate lighting, power, and other facilities to which Atlas Copco may reasonably need access to in connection with performing the service. If Atlas Copco's service technician has to wait for more than thirty minutes for access to the compressor during a scheduled visit, additional hour charges may apply. If the technician is not allowed in and a new visit has to be scheduled, the Customer shall bear the mileage and displacement time charges.

g. If any forklift and/or other lifting or rigging equipment is necessary (as reasonably determined by Atlas Copco) for Atlas Copco to perform any activity under this Agreement, the Customer shall supply such equipment at the Customer's own cost together with sufficiently skilled and qualified labor in connection therewith.

h. Take the necessary action on compressor repairs recommended by Atlas Copco.

i. Make the compressor available for an overhaul of the compressor's element and/or main motor if shock pulse monitoring ("SPM") readings by Atlas Copco or other metrics indicate the need for an overhaul. If the Customer fails to do this, then Atlas Copco's responsibility to provide service for the compressor under this Agreement will cease. Atlas Copco will quote the overhaul costs. Overhauls are generally performed on site, otherwise freight costs and other costs may apply. After an overhaul is performed, this Agreement can only be terminated early by the Customer paying the list price for the overhaul.

j. Promptly return all hardware and software (including but not limited to AIRConnect remote monitoring products) furnished by Atlas Copco in connection with this Agreement, upon expiration/termination of the Service Plan, unless expressly agreed otherwise by Atlas Copco.

#### **8. Software License**

Any software and source code and all revisions thereof embedded in or otherwise associated with any service or product (whether AIRConnect remote monitoring or otherwise) furnished by Atlas Copco (the "Software") is and shall remain the property of Atlas Copco (and/or its licensors), and in no event will title thereto be sold or transferred to the Customer. Subject to the Customer complying with all terms and conditions of this Agreement, Atlas Copco grants to the Customer a revocable, non-exclusive, non-transferable license to use, until termination or expiration of the Service Plan (whichever occurs first), the Software solely in accordance with the use intended by Atlas Copco. The Customer may not make copies, may not transfer, and may not export the Software unless expressly agreed in a written agreement signed by authorized representatives of Atlas Copco and the Customer.

#### **9. Warranty**

a. Warranty on parts and labor supplied under this Agreement will be in accordance with the warranty provisions of the equipment.

b. Under Total Responsibility Plan<sup>®</sup> or Extended Warranty<sup>+</sup>, the warranty parts, warranty labor and travel costs will be borne by Atlas Copco for the duration of such Plan.

c. For all other Service work, the warranty on parts is 90 days and labor 30 days from the date of site attendance. Travel costs and accommodation are not included and will be charged to the Customer at the rates ruling at the date of site attendance.

d. Repair or replacement of non-conforming parts and re-performance of labor (in a workmanlike manner) shall be the Customer's exclusive remedy with respect to the quality of or any defect in the parts or other material or associated services delivered or performed hereunder.

e. Atlas Copco shall use commercially reasonable efforts to complete the majority of warranty repair claims within fourteen (14) days of Customer's written notice of non-conformity; provided, however, Customer acknowledges that it may be possible that some repairs may take up to sixty (60) days to complete.

f. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY OR OTHERWISE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

#### **10. Termination**

a. This Agreement (or a specific Service Plan for a specific compressor under this Agreement) may be terminated before the expiry of the term by mutual agreement in writing of the parties.

b. Either party may terminate this Agreement (or a specific Service Plan for a specific compressor under this Agreement) before the expiry of the term upon 30 days written notice of termination to the other party.

**Atlas Copco**

c. Atlas Copco shall at any time be entitled to terminate this Agreement, or to suspend its performance under this Agreement, with immediate effect by notice in writing to the Customer:

- (i) In the event of any major change to the operating or site conditions of the compressor;
- (ii) If Customer neglects to perform the Customer's daily/weekly inspection and maintenance responsibilities set forth in this Agreement;
- (iii) If the Customer commits any continuing or material breach of any term of this Agreement and in the case of such breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice to do so from Atlas Copco;
- (iv) If the Customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the Customer; or
- (v) If the Customer ceases or threatens to cease to carry on business.

d. Upon termination, the Customer is entitled to a refund for any services that have not been performed but already paid for.

#### **11. Limitation of Liability**

EXCEPT FOR THIRD PARTY CLAIMS FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR FACILITIES OR SERVICES, DOWNTIME COST, LOSS OF PROFITS, AND LOSS OF REVENUE, WHETHER BASED ON CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR THIRD PARTY CLAIMS FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ATLAS COPCO, THE CUMULATIVE TOTAL LIABILITY OF ATLAS COPCO ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR ANY SERVICES FURNISHED UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE PRICE PAID BY THE CUSTOMER TO ATLAS COPCO FOR THE SERVICE TO THE SPECIFIC COMPRESSOR(S) GIVING RISE TO THE CLAIM.

#### **12. Force Majeure**

Atlas Copco shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including but not limited to acts of God, or from fire, storm, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, quarantine, epidemic, pandemic, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to make up for such compensate for the delay.

#### **13. Environmental Disclaimer**

The environmental management at any site on which any compressor is used is the responsibility of the Customer. Atlas Copco shall not be liable for any violation by the Customer of any environmental law or regulation, including but not limited to any law or regulation pertaining to noise, water, atmosphere, air, sewer, hazardous waste, disposal, etc.

#### **14. Miscellaneous**

(a) Notices: Where written notices are required under this Agreement, they shall be deemed duly given when made in writing and delivered to the other party's address shown in this Agreement. Addresses may be changed by written notice to the other party. Notices shall be delivered by hand, overnight courier service or certified mail, return receipt requested. Notification will be deemed to have taken place upon delivery, if delivery is by hand, overnight courier service or 5 calendar days after posting if sent by certified mail. (b) Partial Invalidity: If any term of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this Agreement and the remainder of the affected term shall continue to be valid. (c) Waiver: Any waiver by Atlas Copco of a breach of any terms of this Agreement by the Customer shall not be considered as a waiver of any subsequent breach of the same term or any other term. (d) Assignment: The Customer may not assign this Agreement, or any portion thereof, without the express written consent of Atlas Copco. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon the successors and assigns of the parties hereto.

#### **Appendix 1. Special Service Conditions**

These Special Service Conditions are intended to supplement the Service Terms and Conditions of Atlas Copco Compressors LLC ("Atlas Copco"), which documents together with the quotation/proposal constitute the contractual requirements for the performance of services by Atlas Copco. In the event of any conflict or inconsistency, these Special Service Conditions shall prevail.

#### **Section 5. Service**

##### **a. Applicable to Preventative Maintenance, Total Responsibility and Extended Warranty+**

Atlas Copco will provide all spare parts, consumables, labor, and travel deemed applicable by Atlas Copco to perform the activities specified in the quotation's Activities List for each above-mentioned visit for the compressor, subject to the limitations set forth in Section 6.

If the Agreement specifies that an Inspection Plan applies to the compressor, Atlas Copco will provide all labor and travel deemed applicable by Atlas Copco to perform the activities specified in the quotation's Activities List for each above-mentioned visit for the compressor, subject to the limitations of Service Obligations in Section 6.

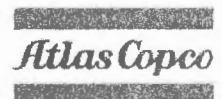
##### **b. Applicable to Total Responsibility and Extended Warranty+**

The repair of unexpected compressor failures influencing the function of the compressor are within the services supplied under this Agreement at no extra charge for the cost of labor and the spare parts required to restore function of the compressor, subject to the limitations set forth in Section 6 below.

At no extra cost to the Customer, Atlas Copco will perform the breakdown service outside of Atlas Copco's normal working hours (8:00 am to 5:00 pm, Monday through Friday excluding public holidays), subject to availability of Atlas Copco's service personnel and the limitations of Service Obligations in Section 6.

#### **7. Customer Responsibilities**

Under the Total Responsibility Plan, overhaul of the compressor's element and/or main motor is free of charge to Customer.



Addendum to "Conditions of Sale for City of Riverside – Clearwater" and "Service Terms and Conditions for City of Riverside – Clearwater (revised June 4, 2021)"

## **Insurance**

1. **General Provisions.** Prior to the Customer's execution of this Agreement, Atlas Copco 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 Customer's Risk Manager or Customer's attorney, or a designee, unless such modification is prohibited by law.

1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Atlas Copco's indemnification obligations.

1.2 **Ratings.** Any insurance policy or coverage provided by Atlas Copco 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.

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

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

2. **Workers' Compensation Insurance.** By executing this Agreement, Atlas Copco certifies that Atlas Copco 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. Atlas Copco shall carry the insurance or provide for self-insurance required by California law to protect said Atlas Copco from claims under the Workers' Compensation Act. Prior to Customer's execution of this Agreement, Atlas Copco shall file with Customer either 1) a certificate of insurance showing that such insurance is in effect, or that Atlas Copco is self-insured for such coverage, or 2) a certified statement that Atlas Copco has no employees, and acknowledging that if Atlas Copco does employ any person, the necessary certificate of insurance will immediately be filed with Customer. Any certificate filed with Customer shall provide that Customer will be given ten (10) days' prior written notice before modification or cancellation thereof.

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

3.1 Atlas Copco'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.

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

3.3 Prior to Customer's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Customer evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Customer and shall include the Customer 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.

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 Customer and its sub-Atlas Copco, 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 Atlas Copco will be considered primary and not contributory to any other insurance available to the Customer and Endorsement No. CG 20010413 shall be provided to the Customer.

4. **Errors and Omissions Insurance.** Prior to Customer's execution of this Agreement, Atlas Copco 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 Customer from claims resulting from the Atlas Copco's activities.

5.     **Subcontractors' Insurance.** Atlas Copco 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 Customer's request, Atlas Copco shall provide Customer with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

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

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

Approved as to Form:

By: Susan Wells  
Assistant City Attorney

Atlas Copco Compressors LLC

By: Alfredo Piccolo  
[Printed Name]  
V.P. WEST REGION.  
[Title]

By: \_\_\_\_\_  
DANIELA GOGIC  
[Printed Name]  
CONTROLLER  
[Title]