

SERVICES AGREEMENT

CONTROL AIR ENTERPRISES, LLC

HVAC Maintenance at City of Riverside's Power Plants

THIS SERVICES AGREEMENT is made and entered into on this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and CONTROL AIR ENTERPRISES, LLC., a Delaware limited liability company authorized to do business in California, State Contractor’s License No. 1053402 (“Contractor”).

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **HVAC Maintenance at City of Riverside's Power Plants** (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from the fiscal year beginning July 1, 2024, through June 30, 2029, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **Four Hundred Fifty-Four Thousand Four Hundred Twenty-Three Dollars and Sixty-Five Cents (\$454,423.65)**, unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

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

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

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

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

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

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

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

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

11. **Insurance.**

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

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

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

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

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

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

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

The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

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

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

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

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

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

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

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

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

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

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

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

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

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

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

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

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

To City

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

To Contractor

Control Air Enterprises, LLC
Attn: Dillon Gonzalez
5200 E. La Palma Avenue
Anaheim, CA 92807

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit “A” – Scope of Services

Exhibit “B” – Compensation

Exhibit “C” – Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation


CONTROL AIR ENTERPRISES, LLC, a Delaware limited liability company authorized to do business in California

By: _____
Mike Futrell
City Manager

By: 
Greg Ellis (Feb 5, 2024 12:11 PST)
Print Name: Greg Ellis
Title: CEO / President
(Signature of Board Chair, President, or Vice President)

Attest: _____
Donesia Gause
City Clerk

and

By: 
Greg Rummler (Feb 12, 2024 14:26 PST)
Print Name: Greg Rummler
Title: CFO
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds

By: 
Chief Financial Officer

Approved as to Form:


By: 
Ruthann M. Salera
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

Scope

The successful bidder (Contractor) is responsible for performing periodic routine preventative maintenance and repair of all listed air conditioning and ventilation units and will report monthly on each unit's status and all work performed. The Contractor will be responsible for the initial inspection of all air conditioning units and shall provide a written report of the inspection to the City of Riverside Utilities Generation Plant Manager within thirty (30) days of contract execution.

The Contractor shall inspect all air conditioning units for any defective parts or equipment prior to beginning routine preventative maintenance (initial inventory attached). The initial written report to the City will list the status of all air conditioner units. The report will delineate each air conditioning unit by location and if 1) it is operational, 2) requires repair, and 3) is recommended for replacement. Based upon this initial report, and at the discretion of the City, units deemed by the City to be beyond economical repair may be replaced at the City's expense. Likewise, items procured initially to replace defective parts, to bring units up to working condition, shall be paid for, and processed by the City.

Routine preventative maintenance, repair, and reporting will begin at the end of this 30-day assessment period or after the assessment has been completed, if prior to the 30 days, and approved by the City.

A. Preventative Maintenance and Minor Repair of Air Conditioning Units

1. During the contract term Contractor shall furnish all parts, materials, tools, equipment, manpower, and consumables to complete the work. Potential vendors will provide a fixed price for the preventative maintenance needs identified based on the unit inventory list. Repairs may be repaired under this contract at the discretion of the City. Minor repairs will be quoted at the time of need, the hourly rates and price markups will be set by this contract.
2. Throughout the term of the contract, Contractor shall keep sufficient stock of replacement spare parts necessary to keep the air conditioning units maintained and fully functional. The City shall not take under custody spare parts provided for the vendor to keep in stock for future needs. It is the Contractor's sole responsibility to have the spare parts available when needed. During the RFP process, prospective Proposers are invited to provide proposals of how they intend to satisfy this requirement.
3. The Contractor is responsible for satisfactory operation of air-conditioners and will facilitate correct end user operation by providing written instructions of operation for each unit type. Lack of maintenance shall not cause any air conditioning unit to remain inoperable or with degraded cool air output, for more than a reasonable time period not to exceed three (3) days. Each month Contractor shall provide an itemized inventory of all units, their status and maintenance completed during the past 30 days.

4. Contractor is **not** responsible for damage due to excessive voltage, electrical surges, blown fuses, circuit breaker disconnects, or operator error.
5. This contract covers all serviceable air conditioners as outlined in the attached inventory list unless it is agreed upon that they are beyond economical repair. In this instance, the unit will be removed from the inventory and the Contractor will have no responsibility as to its condition afterwards.
6. Contractor shall provide service reports within 2 business days of any repairs outside of preventive maintenance schedule.
7. At the end of each annual term, Contractor will meet with each facility and provide an updated assessment of all existing equipment. Assessment should include repair history and recommendation for potential replacement at a minimum.
8. Contractor must provide labor rates for the 5-year term to be used for any as needed maintenance not to exceed \$65,000 per year.

B. Service Hours

The normal hours of service are Monday-Friday 6:00 AM to 3:30 PM.

C. Industrial Safety and Occupational Health

Contractor shall conduct all work in compliance with all Cal-OSHA regulations, Federal OSHA regulations, EPA regulations and City of Riverside Policy and Procedures.

D. Transportation and Lodging

Contractor is responsible for all costs of transportation, meals, and lodging for his personnel in support of this contract.

E. Security and Access

All contractor personnel shall follow the onsite security rules mandated by the City of Riverside.

F. City Owner Representative

Contractor shall coordinate services with the City of Riverside Power Plant Operation and Maintenance Supervisor or his assigned designee. The City of Riverside Utilities Senior Generation Technician is the point of contact for this contract. Telephone: 951-710-5005. Contractor will keep the City of Riverside informed of any issue that could impact this contract.

G. Contractor Personnel Supervision

Contractor shall be responsible to supervise his/her personnel. Contractor when on site shall at all times have a designated English-speaking lead person.

H. Period of Performance

The initial term of the Agreement shall be from July 1, 2024, through June 30, 2029, with the option to extend three (3) additional 1-year terms not to exceed June 30, 2032, based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

I. Preventative Maintenance Inspection

Includes the following:

1. Check air handler filters. Clean or replace as necessary.
2. Check for adequate refrigerant charge, top off with up to 2# as needed.
3. Check condenser and clean.
4. Lubricate condenser fan motor.
5. Inspect evaporator coil cleanliness.
6. Check condenser fan blades for tightness.
7. Tighten electrical connections at equipment.
8. Check voltage at unit under load.
9. Check condensate drain for blockage. Clean as necessary.
10. Check blower belt for condition, tension, and alignment. Replace as necessary.
11. Lubricate all bearings where applicable.
12. Check blower for cleanliness.
13. Check all safety controls.
14. Inspect contactor points.
15. Check and clean thermostat.
16. Inspect starting capacitor.
17. Inspect running capacitor.
18. Check for vibration and noise.
19. Inspect relays.
20. Check and record running and starting amperages on unit service card.
21. Check and record suction and discharge pressures on unit service card.
22. Inspect cooling tower media, clean quarterly.
23. Document all repairs and maintenance and provide a monthly report to City of all units serviced.
24. Unit will be kept working at optimal manufacturer specifications for performance and temperature output.
25. Certification of Working Units: A signed Certification of Working Units form must be completed monthly and submitted to the City. The certification form must include a complete listing of air conditioning units that were maintained during the month.

EXHIBIT A-1

Maintenance Schedule

Service Due:	Maintenance Type:
January	Operational Inspection, Filter Change & Coil Cleaning
April	Operational Inspection/Filter Change
May	Coil Cleaning
July	Operational Inspection/Filter Change
September	Coil Cleaning
October	Operation Inspection/Filter Change

**Comprehensive Equipment List
RERC HVAC Equipment**

Model	Description	Manufacturer	Location
WSC072A4R0A1R000000000000 C	Rooftop Package	TRANE	Admin Bldg Roof
WSC036A4R0A1U000000000000 A	Rooftop Package	TRANE	Admin Bldg Roof
38MAQB36R--3	Split Unit	CARRIER	Admin Bldg Roof
38MAQB36R--3	Split Unit	CARRIER	Admin Bldg Roof
38MAQB36R--3	Split Unit	CARRIER	Admin Bldg Roof
38MAQB36R--3	Split Unit	CARRIER	Admin Bldg Roof
50VT-C36-60	Rooftop Package	CARRIER	Admin Bldg Roof
50VT-C60-60	Rooftop Package	CARRIER	Admin Bldg Roof
WSC060A4R0A1U000000000000 A	Rooftop Package	TRANE	Admin Bldg Roof
50VT-C48-60	Rooftop Package	CARRIER	Admin Bldg Roof
38MBRBQ48AA3	Split Unit	CARRIER	Admin Bldg Roof
RX36NMVJU	Split Unit	CARRIER	Admin Bldg Roof
WCC018F100BH	Rooftop Package	TRANE	Admin Bldg Roof
WSC048A4R0A1T000000000000 A	Rooftop Package	TRANE	Admin Bldg Roof
70 ACE 70ACE B	Roof Exhaust Fan	COOK	Admin Bldg Roof
100 ACRU 100ACRU B	Roof Exhaust Fan	COOK	Admin Bldg Roof
WSC036E4R0A1M0000000000000000 B0000000000 A	Rooftop Package	TRANE	Warehouse Roof
MUH104	.22 AMP, 10 KW Heaters	QMARK	Warehouse
MUH104	.22 AMP, 10 KW Heaters	QMARK	Warehouse
MUH104	.22 AMP, 10 KW Heaters	QMARK	Warehouse
MUH104	.22 AMP, 10 KW Heaters	QMARK	Warehouse
70 ACE 70ACE B	Roof Exhaust Fan	COOK	Warehouse
100 ACRU 100ACRU B	Roof Exhaust Fan	COOK	Warehouse
W60A2-B09XP4XXJ	Wall Unit	BARD	U1 13.8 KV Bldg
RX536LVJU	Split Unit	DAIKIN	U1 13.8 KV Bldg
50VT-C36-60	Rooftop Package	CARRIER	U1 Control Room
RLKA-A036DL000	Rooftop Package	RUDD	U1 Control Room
FTXB18A RXB18A	Split Unit	DAIKIN	U1 CEMS Enclosure
W12AB-A05XP4XX	Wall Unit	BARD	U1 CEMS Enclosure
W24AB-A00XXXXXJ	Wall Unit	BARD	1 & 2 Chiller Bldg
WA701-C00XXXXXJ	Wall Unit	BARD	1 & 2 Chiller Bldg
FTXS36LV-JV/RXS36LVJU	Split Unit	DAIKIN	1 & 2 4160 Bldg
WA602-B09	Wall Unit	BARD	1 & 2 4160 Bldg

WA602-B09	Wall Unit	BARD	U2 13.8 KV Bldg
FTXS36LV/RXS36LVJU	Split Unit	DAIKIN	U2 13.8 KV Bldg
50VT-C36-60	Rooftop Package	CARRIER	U2 Control Room
RLKA-A036DL000	Rooftop Package	RUDD	U2 Control Room
W12AB-A05XXXXXJ	Wall Unit	BARD	U2 CEMS Enclosure
QSCE181/QSCC181	Split Unit	QUIETSIDE	U2 CEMS Enclosure
50VT-C36-60	Rooftop Package	CARRIER	U3 Control Room
50VT-C36-60	Rooftop Package	CARRIER	U3 Control Room
WA182-A08XX4XXX	Wall Unit	BARD	U3 CEMS Enclosure
38MBRBQ48AA3	Split Unit	CARRIER	U3 CEMS Enclosure
TTA18043DAB00AE	Ducted Unit	TRANE	PDC Main MCC Area
W24AB-B06XP4XXX	Wall Unit	BARD	PDC Shop
W24AA-B06XP4XXJ	Wall Unit	BARD	PDC BATTERY ROOM
WA701-C15XXXXXJ	Wall Unit	BARD	3 & 4 Chiller Bldg
WA701-C15XXXXXJ	Wall Unit	BARD	3 & 4 Chiller Bldg
WA242-C06	Wall Unit	BARD	3 & 4 Chiller Bldg
PHE4B3644	Rooftop Package	YORK	U4 Control Room
RNLA-A036DK	Rooftop Package	RUDD	U4 Control Room
FTXB18A RXB18A	Split Unit	DAIKIN	U4 CEMS Enclosure
WA182-A05XX4XXX	Wall Unit	BARD	U4 CEMS Enclosure

Springs HVAC Equipment

#	Model	Description	Manufacturer	Location
1	W72AA-B02YP4XXJ	Wall Unit	BARD	South Control Room
2	WA242-A10XX4XXX	Wall Unit	BARD	South Battery Room
3	WA602-A10XX4XXX	Wall Unit	BARD	Central Control Room
4	WA721-B09XXXJ	Wall Unit	BARD	North Control Room
5	WA242-A10XX4XXX	Wall Unit	BARD	North Battery Room
6	538ANX04000ACAA	Split Unit	CARRIER	Turning Gear Room
7	W12AB-A05XXXXXJ	Wall Unit	BARD	U1 CEMS Enclosure
8	FTXN18NVJU	Split Unit	DAKIN	U1 CEMS Enclosure
9	W12AB-A05XXXXXJ	Wall Unit	BARD	U2 CEMS Enclosure
10	FTXB18AXVJU	Split Unit	DAIKIN	U2 CEMS Enclosure
11	W12AB-A05XXXXXJ	Wall Unit	BARD	U3 CEMS Enclosure
12	MSG18CWN1N	Split Unit	GOODMAN	U3 CEMS Enclosure
13	WA121-A03XX4XXX W12AB-A03XXXXXJ	Wall Unit	BARD	U4 CEMS Enclosure
14	FTXB18AXVJU	Split Unit	DAIKIN	U4 CEMS Enclosure

Clearwater Plant HVAC Equipment

#	Model	Description	Manufacturer	Location
1	4117E13948	2 Ton Split Unit & Air Handler	Carrier	Control Room
2	1515C49630	5 Ton Unit	Carrier	Control/MCC Rm
3	140F031811248-02	Bard Wall Mount	Bard	CEMS Room
4	MSG18CRN1W	Split System	Goodman	CEMS Room
5	S3899K12644	Bard Wall Mount	Bard	Meer Building
6	US010384	Wall Mount A/C 3919-5794 BTU	Rittal	RO Building
7	US001281	Wall Mount A/C 3919-5794 BTU	Rittal	HRSG
8	US001283	Wall Mount A/C 3919-5794 BTU	Rittal	NH3
9	US010615	Wall Mount A/C 3919-5794 BTU	Rittal	Gas Metering
10	US001433	Wall Mount A/C 3919-5794 BTU	Rittal	Steam Turbine
11	US001191	Wall Mount A/C 3919-5794 BTU	Rittal	Electrical/Control Rm
Admin Office Equipment				
12	1788C31180	5 Ton Unit	Carrier	Above Back Office
13	Data Plate Worn	5 Ton Unit	Carrier	Building Roof

HVAC Maintenance

Cost & Location Schedule

Service Partner: Control Air Enterprises, LLC

Project Name: City of Riverside RFP No. 2323

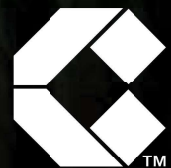
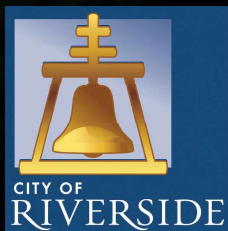
Service Addresses:

Springs Plant - 2221 Eastridge Avenue, Riverside

RERC Public Utilities - 5901 Payton Avenue, Riverside

Clearwater Plant - 2201 Railroad Street, Corona

Cogeneration Plant - 1700 Railroad Street, Corona



Full Mechanical Contracting

CONTROL AIR

SCOPE OF WORK

- Check air handler filters. Clean or replace as necessary.
- Check for adequate refrigerant charge, top off with up to 2# as needed.
- Check condenser and clean.
- Lubricate condenser fan motor.
- Inspect evaporator coil cleanliness.
- Check condenser fan blades for tightness.
- Tighten electrical connections at equipment.
- Check voltage at unit under load.
- Check condensate drain for blockage. Clean as necessary.
- Check blower belt for condition, tension, and alignment. Replace as necessary.
- Lubricate all bearings where applicable.
- Check blower for cleanliness.
- Check all safety controls.
- Inspect contactor points.
- Check and clean thermostat.
- Inspect starting capacitor.
- Inspect running capacitor.
- Check for vibration and noise.
- Inspect relays.
- Check and record running and starting amperages on unit service card.
- Check and record suction and discharge pressures on unit service card.
- Document all repairs and maintenance and provide a monthly report to City of all units serviced.
- Unit will be kept working at optimal manufacturer specifications for performance and temperature output.
- Certification of Working Units: A signed Certification of Working Units form must be completed monthly and submitted to the City. The certification form must include a complete listing of air conditioning units that were maintained during the month.



a 5200 East La Palma Ave

p 714-777-6111

PROPRIETARY AND CONFIDENTIAL

Full Mechanical Contracting
CONTROL AIR

Maintenance Schedule

Service Due:	Maintenance Type:
January	Operational Inspection, Filter Change & Coil Cleaning
April	Operational Inspection/Filter Change
May	Coil Cleaning
July	Operational Inspection/Filter Change
September	Coil Cleaning
October	Operation Inspection/Filter Change



a 5200 East La Palma Ave

p 714-777-6111

PROPRIETARY AND CONFIDENTIAL

Full Mechanical Contracting

CONTROL AIR

EQUIPMENT LIST

Springs Generation Plant

<i>Type</i>	<i>Make</i>	<i>Model #</i>	<i>Quantity</i>
Package Heat Pump	BARD	W72AA-B02YP4XXJ	1
Package Heat Pump	BARD	WA242-A10XX4XXX	2
Package Heat Pump	BARD	WA602-A10XX4XXX	1
Package Heat Pump	BARD	WA721-B09XXXJ	1
Package Heat Pump	BARD	W12AB-A05XXXXXJ	3
Package Heat Pump	BARD	W12AB-A03XXXXXJ	1
Split System	CARRIER	538ANX04000ACAA	1
Split System	DAKIN	FTXN18NVJU	1
Split System	DAIKIN	FTXB18AXVJU	2
Split System	GOODMAN	MSG18CWN1N	1
Package Heat Pump	BARD	W72AA-B02YP4XXJ	1
Package Heat Pump	BARD	WA242-A10XX4XXX	2
Package Heat Pump	BARD	WA602-A10XX4XXX	1
Package Heat Pump	BARD	WA721-B09XXXJ	1
Package Heat Pump	BARD	W12AB-A05XXXXXJ	3
Package Heat Pump	BARD	W12AB-A03XXXXXJ	1
Split System	CARRIER	538ANX04000ACAA	1
Split System	DAKIN	FTXN18NVJU	1
Split System	DAIKIN	FTXB18AXVJU	2
Split System	GOODMAN	MSG18CWN1N	1



a 5200 East La Palma Ave

p 714-777-6111

PROPRIETARY AND CONFIDENTIAL

CONTROL AIR

EQUIPMENT LIST

RERC Public Utilities

Type	Make	Model #	Quantity
Package Heat Pump	TRANE	WSC072A4R0A1R000000000000 C	1
Package Heat Pump	TRANE	WSC036A4R0A1U000000000000 A	1
Package Heat Pump	CARRIER	50VT-C36-60	5
Package Heat Pump	CARRIER	50VT-C60-60	1
Package Heat Pump	TRANE	WSC060A4R0A1U000000000000 A	1
Package Heat Pump	CARRIER	50VT-C48-60	1
Package Heat Pump	TRANE	WCC018F100BH	1
Package Heat Pump	TRANE	WSC048A4R0A1T000000000000 A	1
Package Heat Pump	TRANE	WSC036E4R0A1M0000000000000000 B0000000000 A	1
Package Heat Pump	BARD	W60A2-B09XP4XXJ	1
Package Heat Pump	RUDD	RLKA-A036DL000	2
Package Heat Pump	BARD	W12AB-A05XP4XX	1
Package Heat Pump	BARD	W24AB-A00XXXXXJ	1
Package Heat Pump	BARD	WA701-C00XXXXXJ	1
Package Heat Pump	BARD	WA602-B09	2
Package Heat Pump	BARD	W12AB-A05XXXXXJ	1
Package Heat Pump	BARD	WA182-A08XX4XXX	1
Package Heat Pump	BARD	W24AB-B06XP4XXX	1
Package Heat Pump	BARD	W24AA-B06XP4XXJ	1
Package Heat Pump	BARD	WA701-C15XXXXXJ	2
Package Heat Pump	BARD	WA242-C06	1
Package Heat Pump	YORK	PHE4B3644	1



a 5200 East La Palma Ave

p 714-777-6111

PROPRIETARY AND CONFIDENTIAL

CONTROL AIR

Type	Make	Model #	Quantity
Package Heat Pump	RUDD	RNLA-A036DK	1
Package Heat Pump	BARD	WA182-A05XX4XXX	1
Split System	CARRIER	38MAQB36R--3	4
Split System	CARRIER	38MBRBQ48AA3	2
Split System	CARRIER	RX36NMVJU	1
Split System	DAIKIN	RX536LVJU	1
Split System	DAIKIN	FTXB18A RXB18A	2
Split System	DAIKIN	FTXS36LV-JV/RXS36LVJU	1
Split System	DAIKIN	FTXS36LV/RXS36LVJU	1
Split System	QUIETSIDe	QSCE181/QSCC181	1
Split System	TRANE	TTA18043DAB00AE	1
Fan Coils	QMARK	MUH104	4



a 5200 East La Palma Ave

p 714-777-6111

PROPRIETARY AND CONFIDENTIAL

Full Mechanical Contracting

CONTROL AIR

EQUIPMENT LIST

Clearwater & Cogeneration Plant

<i>Type</i>	<i>Make</i>	<i>Model #</i>	<i>Quantity</i>
Package Heat Pump	BARD	140F031811248-02	1
Package Heat Pump	BARD	S3899K12644	1
Package Heat Pump	RITTAL	US010384	1
Package Heat Pump	RITTAL	US001281	1
Package Heat Pump	RITTAL	US001283	1
Package Heat Pump	RITTAL	US010615	1
Package Heat Pump	RITTAL	US001433	1
Package Heat Pump	RITTAL	US001191	1
Package Heat Pump	CARRIER	48ESNA6009060	1
Package Heat Pump	CARRIER	1788C31180	1
Package Heat Pump	CARRIER	Data Plate Worn	1
Split System	CARRIER	25HCE424A300	1
Split System	GOODMAN	MSG18CRN1W	1



a 5200 East La Palma Ave

p 714-777-6111

PROPRIETARY AND CONFIDENTIAL

Full Mechanical Contracting
CONTROL AIR

CITY OF RIVERSIDE

HVAC MAINTENANCE AT THE RIVERSIDE POWER PLANTS AND ANCILLARY LOCATIONS

PRICING

	<u>QUARTERLY</u>	<u>ANNUALLY</u>
1. Clear Water/Cogeneration Plant	\$1,132.50	\$4,530.00
2. Springs Plant	\$1,132.50	\$4,530.00
3. RERC Plant	\$3,830.00	\$15,320.00

Markup on Parts & Materials 23%

Current Hourly Service Rates

Straight Time: \$119.00/Hr
Overtime: \$179.00/Hr
Double Time: \$238.00/Hr

**Control Air agrees to the terms and conditions represented in the RFP.*



a 5200 East La Palma Ave

p 714-777-6111

PROPRIETARY AND CONFIDENTIAL

EXHIBIT "B"
COMPENSATION

RFP 2323 - Heating, Ventilation, and Air Conditioning (HVAC) Maintenance at the Riverside Power Plants and Ancillary Locations

EXHIBIT C_PRICING SHEET

#	Maintenance Schedule Due:	Year 1 Labor	Year 1 Parts	Year 2 Labor	Year 2 Parts	Year 3 Labor	Year 3 Parts	Year 4 Labor	Year 4 Parts	Year 5 Labor	Year 5 Parts	All Years Total Labor	All Years Total Parts	Total Labor + Parts**
1	January	\$ 5,822.53	\$ 216.48	\$ 6,014.67	\$ 223.62	\$ 6,213.15	\$ 231.00	\$ 6,418.18	\$ 238.63	\$ 6,629.98	\$ 246.50	\$ 31,098.51	\$ 1,156.24	\$ 32,254.74
2	April	\$ 5,822.53	\$ 216.48	\$ 6,014.67	\$ 223.62	\$ 6,213.15	\$ 231.00	\$ 6,418.18	\$ 238.63	\$ 6,629.98	\$ 246.50	\$ 31,098.51	\$ 1,156.24	\$ 32,254.74
3	May		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
4	July	\$ 5,822.53	\$ 216.48	\$ 6,014.67	\$ 223.62	\$ 6,213.15	\$ 231.00	\$ 6,418.18	\$ 238.63	\$ 6,629.98	\$ 246.50	\$ 31,098.51	\$ 1,156.24	\$ 32,254.74
5	September		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
6	October	\$ 5,822.53	\$ 216.48	\$ 6,014.67	\$ 223.62	\$ 6,213.15	\$ 231.00	\$ 6,418.18	\$ 238.63	\$ 6,629.98	\$ 246.50	\$ 31,098.51	\$ 1,156.24	\$ 32,254.74
	Taxes- 6.75%		\$ 75.77		\$ 78.27		\$ 80.85		\$ 83.52		\$ 86.28		\$ 404.68	\$ 404.68
	Total	\$ 23,290.10	\$ 941.69	\$ 24,058.68	\$ 972.76	\$ 24,852.60	\$ 1,004.87	\$ 25,672.72	\$ 1,038.03	\$ 26,519.92	\$ 1,072.28	\$ 124,394.02	\$ 5,029.63	\$ 129,423.65

As needed maintenance not to exceed \$65,000 per year

On-Call Hourly Rates - Standard	\$ 119.00
On-Call Hourly Rates - Overtime	\$ 179.00

\$65,000 per year for 5 year period = \$325,000 + \$129, 423.65 = \$454,423.65

Any as-needed maintenance requires Plant Manager authorization prior to commencement of any work.

EXHIBIT “C”

KEY PERSONNEL

- Account Executive Dillon Gonzalez
- Account Administrator Lorraine Navarette
- Dispatch Coordinator Amber Dominguez