

GENERAL SERVICE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2024, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **American Chiller Service Inc** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the Glycol Chiller removal and installation services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated August 20, 2024, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Glycol Chiller removal and installation services is sometimes referred to herein as “the Project.”

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant’s services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than **June 30, 2025**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed One hundred fifteen thousand one hundred ninety nine DOLLARS (\$115,119.00) which includes a contingency amount of \$4,500.00. Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder; no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be American Chiller Service Inc. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of

the Consultant, including materials, parts, or equipment furnished in connection with such work.

- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: Dustin Valiquette

If to Consultant: American Chiller Service Inc
931 Reno Ave, Suite L
Modesto, Ca. 95351
Attention: Kyle Ferguson

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five

mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

End

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

American Chiller Services, Inc.

*(Type name of Consultant/form of organization)**

ATTEST:

By: _____
(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

Kyle Ferguson
Account Manager

(Type name and title)

COUNTERSIGNED:

By: _____
(Signature)

Shay Narayan
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: 931 Reno Ave, Suite L
Modesto, Ca. 95351

Stephanie Van Steyn,
Director of Human Resources

Email: Kyle@americanchiller.com

Telephone: (209) 557-0111

APPROVED AS TO FORM:

Daniella Green,
Assistant City Attorney

ATTACHMENT 1
REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL

FOR

Glycol Chiller Project

City of Manteca

Public Works Water Resources, Wastewater Division

RFP Issue Date: July 25, 2024

PROPOSALS DUE:

4:30 P.M. Tuesday, August 20, 2024

City of Manteca Public Works Department

1001 W. Center Street

Manteca, CA. 95337

<https://www.manteca.gov/departments/public-works>

City of Manteca
Request for Proposal
Demo and Installation of New Glycol Chiller for
Public Works, Water Resources, Wastewater Division

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SECTION I

Introduction

The City of Manteca will be accepting proposals from experienced and qualified Contractors to provide demolition and removal of existing Glycol Chiller and installation of a new dual core Glycol Chiller for the Public Works Water Resources, Wastewater Division located at 2450 W. Yosemite in the City of Manteca. It is the intent of the City of Manteca (hereafter referred to as "City") to contract for said online monitoring service through cellular data modem and other related services from a contractor for a term of three years, with two one-year options to extend awarded contract.

IMPORTANT: You must be a Public Works registered contractor with the DIR prior to submitting a proposal.

A. SUMMARY SCOPE OF WORK

Proposals shall include all labor, supervision, appropriate equipment, necessary materials, and all other equipment/materials/supplies not specifically provided by the City in accordance with schedule outlined in this RFP. (See **Appendix A** for Full Scope.)

B. LOCATION OF WORK TO BE PERFORMED

The services will primarily be within the City limits, at the City of Manteca Water Quality Control Facility (WQCF). Services shall be completed at the request of authorized City personnel. The WQCF is located at the west side of the City of Manteca at 2450 W Yosemite. Normal operating hours are from 7 a.m. to 4 p.m. Monday through Thursday.

C. PROJECT INQUIRIES

Any inquiries or requests regarding this procurement shall be submitted in writing to the designated City employee listed below. Inquiries and requests made to other City staff will not be responded to. All responses will be in writing and will be distributed to all potential Proposers who receive a copy of this Request for Proposal. The designated contact is:

Dustin Valiquette, Public Works Wastewater Operations Manager
City of Manteca
1001 W Center Street, Manteca, CA 95337
dvaliquette@manteca.gov
209 456-8470

D. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that may be used throughout this Request for Proposal (RFP), including appropriate abbreviations:

1. **"AGREEMENT"** shall mean a duly executed and legally binding contract.
2. **"BUSINESS HOURS"** means 7 a.m. through 4 p.m. Pacific Standard Time.
3. **"CITY"** means City of Manteca, its officers, employees and City Council.
4. **"EVALUATION COMMITTEE"** means a body appointed to perform the evaluation of Proposers. The objective of the Evaluation Committee is to evaluate, score, rank the proposals and recommend the Proposer whose proposal is most responsive and in compliance with the specifications and requirements of the RFP.
5. **"FINALIST"** is defined as a Proposer who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Proposer for further consideration by the City.
6. **"MINOR TECHNICAL IRREGULARITIES"** means anything in the proposal that does not affect the price, quality and quantity or any other mandatory requirement.
7. **"NOTICE OF AWARD"** shall mean a formal written notice of award of a contract to the Proposer by the City.
8. **"PROCUREMENT"** means the securing or purchase of services described in this RFP.
9. **"PROPOSER"** means any person, firm, business, corporation, or partnership that chooses to submit a proposal.
10. **"REQUEST FOR PROPOSAL" or "RFP"** means all documents, including those attached in the Appendices or incorporated by reference, used for soliciting proposals.
11. **"RESPONSIBLE PROPOSER"** means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.
12. **"RESPONSIVE PROPOSER" or "RESPONSIVE PROPOSAL"** means an offer or proposal, which conforms in all material respects to the requirements set forth in this RFP.

SECTION II

Conditions Governing the Procurement

This section outlines and describes the sequence of events of the Selection Process and specifies the tentative schedule established for this RFP. The City reserves the right to modify this schedule if it is in the best interest of the City to do so. All parties known to have received this RFP will be notified of any significant changes made to the sequence of events and schedule.

A. SEQUENCE OF EVENTS

	Event/Action	Responsibility	Date
1.	Distribution of RFP Document	City	July 25, 2024
2.	Deadline to Submit Written Questions	Proposer	4:30 p.m. August 5, 2024
3.	Issue Written Response (Addenda) to Questions	City	August 8, 2024
4.	Submission of Proposal	Proposer	4:00 p.m. August 20, 2024
5.	Conduct Interviews (If Necessary)	City	TBD
6.	Notice of Intent to Award/Contract Documents	City	August 26, 2024
7.	Protest Deadline	Proposer	September 2, 2024
8.	Staff recommendation to City Council and Contract Award	City	Tentatively / September 3, 2024
9.	Contract Work to Begin	City and Proposer	Tentatively / September 6, 2024

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document

- i. This RFP is released for distribution on July 25, 2024 by the City in accordance with the provisions of the City's Procurement Policy. A distribution list of those who receive this RFP will be maintained throughout the procurement process and will become part of the procurement file.

2. Deadline to Submit Written Questions.

- i. Potential Proposers may submit questions in writing the City employee listed in Section I. Item C until 4:30 p.m. on August 5, 2024. Questions shall be clearly labeled and shall cite the Section(s) and Item(s) in the RFP. All responses to written questions will be distributed via e-mail to the Proposer distribution list, as well as posted on the City's webpage. Include the e-mail address for the individual appointed to receive responses to the questions. The identity of the organization submitting the question(s) will not be revealed.

3. Issue Written Response to Questions

- i. Written responses to written questions will be distributed on August 8, 2024 to all potential Proposals whose organization name appears on the procurement distribution list. Responses will all be posted on the City's website at: <https://www.manteca.gov/business/request-for-proposals>

4. Submission of Proposal

- i. **PROPOSALS MUST BE HAND DELIVERED OR MAILED IN A SEALED ENVELOPE AND CLEARLY MARKED AS "RFP-PUBLIC WORKS WATER RESOURCES, WASTEWATER DIVISION (DEMO AND INSTALLATION OF GYCOL CHILLER)" AND MUST BE RECEIVED BY THE EMPLOYEE AS LISTED BELOW OR DESIGNEE BY 4:00 P.M. LOCAL TIME ON AUGUST 20, 2024. Proposals received late or submitted by FAX or any other electronic method will not be accepted.** Each PROPOSER must submit one (1) original signed copy and three (3) duplicate copies of the complete proposal and (1) Electronic Version (on USB Drive) to:

CITY OF MANTECA City Clerk's Office
Dustin Valiquette, Public Works-Wastewater Operations Manager
1001 W. Center Street
Manteca, CA 95337

Price Proposals must be submitted on the PROPOSAL PRICING FORM provided (**Attachment D**). All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the PROPOSAL PRICING FORM.

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions and instructions that govern this procurement.

1. Acceptance of Conditions Governing the Procurement – Potential Proposers must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.
2. Incurring Cost - Any costs incurred by the Proposer in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.
3. Prime Contractor Responsibility - Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with City.
4. Subcontractors/Consent – The use of subcontractors under certain circumstances will be permitted. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the City before any subcontractor is used during the term of this agreement.
5. Amended Proposals - A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City staff will not collate or assemble proposal materials.
6. Right to Reject Proposal – The City reserves the right to reject a proposal from any Proposer who has previously failed to perform properly, has caused the City to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work outlined in this RFP.
7. Proposers Right to Withdraw Proposal – Proposer will be allowed to withdraw their proposal at any time, prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request signed by the Proposer’s duly authorized representative and addressed to the City employee previously listed in this RFP. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the aforementioned City employee or designee.

8. Disclosure of Proposal Contents - Proposals will be kept confidential until award process is completed by the City. At that time, all proposals and documents pertaining to the proposals will be available to the public, except for material that is clearly marked proprietary or confidential. The City will not disclose or make public any pages of a proposal on which the potential Proposer has stamped or imprinted "proprietary" or "confidential," subject to the following requirements:
 - A. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is restricted to:
 - i. confidential financial information concerning the Proposer's organization;
 - ii. data that qualifies as a trade secret in accordance with the Uniform Trade Act;
 - iii. PLEASE NOTE: The City of Manteca is a Public Entity and is required to provide information when a Public Records Act Request is submitted. If such a request is submitted, items not listed above from this proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
 - B. If a request is received for disclosure of data for which a Proposer has made a written request for confidentiality, the CITY shall examine the Proposer's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Proposer takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
 - C. PLEASE NOTE: The cost of services proposed shall not be designated as proprietary or confidential information.
9. No Obligation – This RFP in no manner obligates the CITY to the use of any Proposer's services until a valid written contract is awarded and approved.
10. Termination – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when such action is deemed in the best interest of the City.
11. Legal Review – The CITY requires that all Proposers agree to be bound by the General Requirements contained in this RFP. Any Proposer's objections must be promptly submitted in writing to the attention of the aforementioned Public Works Employee listed in **Section II, Item B, Number 5.**

12. Proposer Qualifications - The City may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP. The City will reject the proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive offer as defined in **Section I, Item D**.
13. Right to Waive Minor Irregularities - The City's Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the City.
14. Change in Contractor Representatives – The CITY reserves the right to require a change in contractor representatives, if the assigned representative(s) is (are) not, in the opinion of the CITY, adequately meeting the needs of the CITY.
15. Ownership of Documents – All documents submitted in response to this RFP shall become property of the CITY.

D. CONTRACTOR REQUIREMENTS

The successful Proposer (Contractor) must obtain the following bonds, licenses, insurance and other requirements:

1. Insurance
The agreement for this procurement requires that the Contractor procure and maintain, during the life of this contract, insurance coverage of the kinds and in the amounts listed in **Appendix C**. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of California and shall cover all performance whether completed by the Contractor, the Contractor's employees, or by subcontractors.
2. Licenses
Any proposer awarded a contract under this solicitation must show proof of having the required Manteca Business License before the contract will be executed. Failure to show such proof within 10 business days of the Proposer being notified of contract award shall result in retraction of such award. There are no California State Contractors License Board license requirements for this solicitation.
3. Contractor Primary Single Point of Contact
Contractor shall provide a telephone number for reaching the primary contact in the event of an emergency. When the primary contact is unavailable for planned absences, contractor shall provide the name and means to contact the backup

single point of contact. In all instances, the primary contact must be reachable after hours.

4. Contractor Hiring Standards

Given that the Contractor employees will have unmonitored access to, and be performing unmonitored services in City facilities, the Contractor is expected to implement comprehensive hiring and screening standards. At a minimum, Contractor shall impose the following hiring standards for any employee provided access to City property or performing any services under this RFP on City property:

- A. Legal right to work in the United States.
- B. Ability to speak, understand, read and write English.
- C. Adequate work and personal references for ability and character.
- D. Negative screening for illegal drugs including marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines.
- E. No convictions of unsuitable offenses (i.e., grand theft, burglary, etc.) determined by criminal background check for all felony and misdemeanor convictions.
- F. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations; the general prevailing rate for each craft, classification, or types of workers required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.
Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code

5. Employee Dress & Identification

At all times while on City property in the performance of the duties under this contract, Contractor's employees shall adhere to the following uniform and attire standards:

- a. Wear a uniform, shirt or ID badge that identifies them as employees of the Contractor.
- b. Be appropriately and safely dressed (e.g., no sandals, tank tops, or shirt graphics except for the name or company logo of the contractor).
- c. Maintain a neat, well-groomed and hygienic appearance at all times.

6. Code of Conduct

Contractor employees shall conduct themselves in a professional and ethical manner at all times when providing services on City property. Certain conduct, including the following, is considered unacceptable and will result in such employee being banned from carrying out further services on City property:

- a. Theft or unauthorized removal of money or property from City, its employees, passengers or anyone else on City property.
- b. Embezzlement, bribery and other similar forms of dishonesty. Possession of any dangerous, unauthorized materials, such as explosives, firearms or other similar items on City property.
- c. Gross negligence, gross carelessness, or willful acts, which result in damage to City employees, its passengers, or City property or equipment.
- d. Violation of safety or health rules, or engaging in conduct that creates a safety or health hazard.

SECTION III

Proposal Submittal, Evaluation and Selection Process

The Proposer must prepare a technical and a cost proposal for the work to be performed. Proposals must be hand delivered or mailed in a sealed envelope and clearly marked as a response to the RFP. All documents must be received as listed in **Section II Item B, Number 5**. Proposals received late or submitted by FAX or any other electronic method will not be accepted. Each PROPOSER must submit one (1) original signed copy, three (3) duplicate copies of the complete proposal and (1) Electronic Version (on USB Drive. The proposal package must contain the following:

A. PROPOSAL CONTENT AND FORMAT

The Proposer shall organize and submit their proposal package as follows:

1. Letter of Transmittal, which shall include the following information:
 - a. Name, address, telephone number, e-mail of proposer.
 - b. Name, telephone number and e-mail of primary contact.
 - c. Signature of the officer or employee with authority to bind proposer.
 - d. Date of the proposal.
 - e. A statement that the Proposer, if awarded the contract, will comply with all term and conditions set forth in the RFP.
 - f. A statement that the Proposer will, if not already done, obtain a business license with the City of Manteca prior to start of work, if awarded the Contract.

- g. A statement that proposal is valid for ninety (90) days after the deadline for submission of proposals.

2. Technical Approach to Scope of Services

- a. One page narrative describing proposer's business philosophy and how the services will be provided or what tasks will be performed in response to the Scope of Work. The scope of work indicates "what" the proposer is required to do; the description of services should indicate "how" the offeror intends to perform the services.

3. Experience, Qualifications and References

- a. One page narrative describing the history of proposer's company and the geographic areas served. Discuss prior experience and qualifications related to accomplishing the scope of work. This portion of the proposal should demonstrate the extent to which the proposer is qualified to perform the specific services contained in the RFP.
- b. One page listing references of at least three (3) projects of similar size and scope of services as this RFP. Include organization name, primary contact name, address and telephone number, time and date of services provided, specific services provided, and dollar values of contract.

4. Proposer's Staff

- a. Identify the individuals by name and title who will be assigned to work specifically on this contract.
- b. Provide background information on each of the individuals, including experience, training and references.
- c. Statement certifying that any employee assigned to work specifically in a confidential area (as determined by the City) has or will pass a criminal background check. The Proposer will be responsible for payment of all background checks and security screenings. This will be listed in the Scope of Work in **Appendix A**.
- d.

5. Proposers Information Form – **Appendix B**

6. Cost Proposal Pricing Sheet – **Appendix D**

- a. The Fee Schedule is subject to negotiation and must be valid through duration of the contract.
- b. Proposer Pricing Sheet shall list any and all costs charged by the Proposer for their services for Years 1-3.
- c. Price Proposals must be submitted on **Appendix D** provided. All prices and notations must be in ink or typewritten. Mistakes may be crossed

out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the Proposal Pricing Sheet.

B. PROPOSAL REVIEW AND EVALUATION

The City will examine all proposals and the Proposer whose proposal is deemed by the Evaluation Committee to have the best overall value and is the most advantageous to the City shall be recommended to the City Manager and/or City Council for Award.

1. Proposals shall be submitted in a timely manner and will be evaluated by an evaluation team to ascertain responsiveness and responsibility to the provisions of this RFP.
2. A proposal that does not contain the items specified herein shall be considered non-responsive and such proposal shall be rejected.
3. Determination of Proposer responsibility shall be based upon evidence of adequate financial and technical capacity to undertake the project and satisfactory performance in previous contracts
4. The City employee listed in **Section II, Item B, Number 5**, or designee, may initiate discussions with Proposers who submit responsive or potentially responsive proposals for clarifying aspects of the proposal. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Proposers.
5. The City’s evaluation team will use a Best Value selection process in which proposals will be evaluated by both price and qualitative components, and award of the contract is based on a combination of price and the following qualitative considerations:

Evaluation Criteria	Max Points
<p>Company Qualification, Experience & References</p> <p>A. Demonstrate that the firm meets all the requirements set forth in Section III.</p> <p>B. Qualifications of firm stability and capacity; References and past history with the City of Manteca.</p>	<p>25</p>

<p>Qualifications and Experience of Key Personnel</p> <p>A. The professional, technical and managerial qualifications and experience of personnel named in the proposal.</p> <p>B. Previous relevant experience which demonstrates capability to successfully manage work.</p> <ol style="list-style-type: none"> 1. Years of Experience 2. Extent of experience applicable to this work 3. Experience in key staff positions 4. Local Business within 30 miles of work 	25
<p>Project Understanding and Management Plan</p> <p>A. Approach to the scope of services in Appendix A, Scope of Services</p> <p>B. Quality Assurance System</p>	25
<p>Reasonableness of Cost</p> <p>This portion of the proposal will be evaluated based on reasonableness of the proposed cost. Costs may be compared to costs The City of Manteca or other comparable public agencies have paid for similar services and to what is considered to be the industry’s standard and customary costs for the services. Proposed costs may also be compared to any independent cost estimates.</p>	25
TOTAL =	100

C. NOTICE OF AWARD/CONTRACT DOCUMENTS

1. The City will send a Notice of Intent to the successful proposer and Contract Documents will be drawn up once the successful proposer responds.
2. The City will have its designee notify all finalists once the Notice of Intent is issued.
3. The contract will be executed as soon as practical after the contract award is approved by City Council (tentatively scheduled for September 3, 2024). The City Employee or designee will notify successful proposer in writing after the contract is approved for award and execution.
4. Upon full execution of contract documents and verification of required licenses and certificates, the City and successful Contractor shall work cooperatively to establish a start date and time that is mutually beneficial to both parties. It is the City’s intent to enter into a contract with a contractor for a term of between (3) three and (5) five years.

D. PROTEST PROCEDURES

1. In accordance with the City's Procurement Policy, the procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law.
2. The protest shall include, at a minimum, but not be limited to:
 - The name and address of the protesting party and its relationship to the procurement
 - Identity of the contact person for the protestor, including name, title, address, telephone, and e-mail addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party.
 - Identification of the procurement.
 - A description of the nature of the protest, referencing the portion(s) of the solicitation involved.
 - Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based.
 - A complete discussion of the basis for the protest, including all supporting facts, documents or data.
 - A statement of the specific relief requested.
3. Protest Prior to Proposal Opening - Any contractor may file a written protest of the procurement procedures involved in any request for bid or proposal with the City's Employee listed in **Section II, Item B, Number 5** within ten (10) working days of the date of bid/proposal submission. The aforementioned employee will respond to all protests within five (5) working days of the date of protest submission. Protests shall be submitted to the following:

Dustin Valiquette Wastewater Operations Manager
City of Manteca c/o City Clerk – time stamp
Public Works Division Wastewater
1001 W. Center Street, Manteca, CA 95337
dvaliquette@manteca.gov

4. Protest after Proposal Opening/Announcement of Award - Any contractor may file a written protest of the procurement procedures involved in any request for bid or proposal with the City's Employee listed in **Section II,**

Item B, Number 5 within five (5) working days of the announcement of award. The aforementioned employee will respond to all protests within ten (10) days of the date of protest submission

END

Appendix A

Scope of Services

This appendix describes the scope of services requested in this RFP

A. SCOPE OF SERVICES

The scope of work shall be finalized upon the selection of the Firm. The respondent's submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the Scope of Work and Services. It is anticipated that the scope of work will include, at a minimum, the following:

SPECIFICATIONS

Scope of Work:

- **Lockout and Tagout:** Using standard or better, safety procedures. Lock out the chiller electrically and mechanically to prevent accidental operation.
- **Refrigerant Recovery:** Recover refrigerant, oil, and propylene glycol, and dispose of them following EPA guidelines.
- **Preparation for Replacement:** Disconnect piping and electrical connections.
- **Chiller Replacement:**
 - Remove the existing JTS chiller dispose of following EPA guidelines.
 - Replace with chiller using contractor supplied forklift.
 - Specifications of the new chiller include:
 - Dual circuit digital scroll packaged air-cooled chiller with a 90-gallon stainless tank with greater than 85,000 BTU/hr.
 - Communications, remote access, and monitoring services. 4G or better LTE VPN Gateway for trends, setpoints, and alarms. City Network will not be provided
 - Due to the location at Wastewater plant the unit needs to be fully insulated and corrosion-resistant, utilizing stainless steel brazed plate evaporator components.
 - Dual 6 hp compressor circuits and 20 GPM stainless pump configurations for redundancy.
 - One-year warranty on all parts and labor
 - Remote monitoring capabilities with equipment dashboards for key performance indicators, aiding service technicians in determining on-site service priorities.
 - Perform startup and replace up to 165 gallons of 35% propylene glycol
 - One year of remote hotspot with encrypted VPN for remote chiller access.
 - One year of cloud logging service and 24/7 chiller alarm email notifications.

Appendix B

Proposer Information Form

General Information

Business Name: _____

Business Type:

Corporation (State of Incorporation ___) Partnership

Sole Proprietorship Other: _____

Business Federal Tax ID Number: _____

DIR Number: _____ subcontractor Y/N _____

Corporate Headquarters

Address: _____

Local Office (If Applicable)

Address: _____

Authorizing Contact

Name: _____ Title: _____

Telephone: _____ Mobile: _____

Email: _____

Primary Contact

Name: _____ Title: _____

Telephone: _____ Mobile: _____

Email: _____

Important! - If you will be using subcontractors, please use this form to attach contact information and DIR numbers for each.

Appendix C

Insurance Requirements

Insurance Requirements

Prior to execution of the contract, all contractors, and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. Any insurance proceeds available to city in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to the contract are required. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor or service provider or deducted from sums due the contractor, or service provider, at the City's option.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured *on 2001 or earlier issued endorsement forms*: "City of Manteca, its officers, officials, employees, agents, and volunteers".

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

Worker's Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca.

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Appendix D

Proposal Pricing Sheet

SCHEDULE OF PRICES – RFP Glycol Chiller Project

The City of Manteca reserves the right to award bid or reject any and all bids.

Description	Quantity	Unit Price	Price
Full Cost of Project	1		
		Sub Total	
Future expected costs:			
Service & Maintenance Cost after year 1			

Bidder Information:

Authorized Bidder Signature

e-mail

Name of Authorized Bidder (Printed)

Title of Authorized Bidder (Printed)

Company Name (Printed)

Phone Number

Street Address

City / State

Zip Code

PWCR Number: _____

Authorized Person to initial next to the acknowledgement.

_____ I acknowledge that I have read any addendums to this RFP.

_____ I acknowledge that I have read the Question and Answers portion of the RFP

Proposal Submitted: _____ 2024 (Date)

Appendix E

Addendum Receipt

ADDENDUM RECEIPT

_____ (PROPOSER) acknowledges it has received and read all of the following Addenda:

Public Works Water Resources, Wastewater Division: RFP 2024-PW100

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Signature _____

Date _____

Title _____

Company Name _____

ATTACHMENT 2
CONSULTANT'S PROPOSAL

Appendix D

Proposal Pricing Sheet

SCHEDULE OF PRICES – RFP Glycol Chiller Project

The City of Manteca reserves the right to award bid or reject any and all bids.

Description	Quantity	Unit Price	Price
Full Cost of Project	1		\$110,699.00
		Sub Total	\$110,699.00
Future expected costs:	1		\$25,000.00
Service & Maintenance Cost after year 1	1		\$4,500.00

Bidder Information:



Authorized Bidder Signature

KYLE FERGUSON

Name of Authorized Bidder (Printed)

AMERICAN CHILLER SERVICE, INC.

Company Name (Printed)

931 RENO AVE, SUITE L

Street Address

PWCR Number: 1000000880

KYLE@AMERICANCHILLER.COM

e-mail

ACCOUNT MANAGER

Title of Authorized Bidder (Printed)

(209)557-0111

Phone Number

MODESTO CA 95351

City / State

Zip Code

Authorized Person to initial next to the acknowledgement.

KF I acknowledge that I have read any addendums to this RFP.

KF I acknowledge that I have read the Question and Answers portion of the RFP

Proposal Submitted: August 20 2024 (Date)

Appendix B

Proposer Information Form

General Information

Business Name: AMERICAN CHILLER SERVICE, INC.

Business Type:

Corporation (State of Incorporation CA) Partnership

Sole Proprietorship Other: _____

Business Federal Tax ID Number: 68-0214440

DIR Number: 1000000880 subcontractor Y/N N

Corporate Headquarters

Address: 11328 SUNRISE GOLD CIRCLE, RANCHO CORDOVA CA. 95742

Local Office (If Applicable)

Address: 931 RENO AVE, SUITE L, MODESTO CA. 95351

Authorizing Contact

Name: KYLE FERGUSON Title: ACCOUNT MANAGER

Telephone: (209)557-0111 Mobile: (209)303-7085

Email: KYLE@AMERICANCHILLER.COM

Primary Contact

Name: KYLE FERGUSON Title: ACCOUNT MANAGER

Telephone: (209)557-0111 Mobile: (209)303-7085

Email: KYLE@AMERICANCHILLER.COM

Important! - If you will be using subcontractors, please use this form to attach contact information and DIR numbers for each.

Appendix B

Proposer Information Form

General Information

Business Name: THERMAL SYSTEMS MECHANICAL INSULATION, INC.

Business Type:

Corporation (State of Incorporation CA) Partnership

Sole Proprietorship Other: _____

Business Federal Tax ID Number: 45-4135272

DIR Number: 1000040298 subcontractor Y/N Y

Corporate Headquarters

Address: PO BOX 328, SHERIDAN CA. 95681

Local Office (If Applicable)

Address: _____

Authorizing Contact

Name: FRANK HUBKA Title: LEAD ESTIMATOR

Telephone: (530)633-9585 Mobile: (530)933-9324

Email: FRANK.TSMI@YAHOO.COM

Primary Contact

Name: FRANK HUBKA Title: LEAD ESTIMATOR

Telephone: (530)633-9585 Mobile: (530)933-9324

Email: FRANK.TSMI@YAHOO.COM

Important! - If you will be using subcontractors, please use this form to attach contact information and DIR numbers for each.

Appendix E

Addendum Receipt

ADDENDUM RECEIPT

American Chiller Service, Inc. (PROPOSER) acknowledges it has received and read all of the following Addenda:

Public Works Water Resources, Wastewater Division: RFP 2024-PW100

Addendum # 1

Signature 

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Addendum # _____

Signature _____

Signature 

Date 8/5/2024

Title Account Manager

Company Name American Chiller Service, Inc.

ADDENDUM NO. 1
TO
REQUEST
FOR
PROPOSALS

PROJECT NAME
RFP# 2024-PW108

This Addendum No. 1 shall become a part of the Contract and all provisions of the Contract shall apply thereto.

Bidder shall acknowledge receipt of Addendum Number 1 by signature and enclosure along with their Proposal Package.

ADDENDUM NO. 1

Page 5 of the RFP

SEQUENCE OF EVENTS

1. The City will be adding non-mandatory job walk on August 5 at 9 a.m. The location: 2450 W Yosemite Ave, Manteca Ca. 95337. Site Map can be found HERE
2. The City will be extending the deadline to submit written questions to August 8 at 4 p.m.
3. The City will be extending the deadline to issue written responses to August 12 at 4 p.m.

This Addendum No. 1, pages 1 through 2, shall become part of the Request for Proposal, Contract and all provisions of the Contract shall apply thereto.

The Contract Time is not changed.

The Proposal Due Date is not changed by this addendum.

Proposers shall acknowledge receipt of Addendum Number 1 by signature below. The signed acknowledgement shall be enclosed and submitted to the City with their proposal package at the Time the Proposals are due, no later than 4:00 PM on August 20, 2024.

Acknowledgement



Proposers Signature



AMERICAN CHILLER SERVICE, INC.
 WWW.AMERICANCHILLER.COM

*Large Tonnage Air
 Conditioning Specialists*

CA Lic. No. 605046
 NV Lic. No. 0035255

August 2, 2024

DIR: 1000000880

CHILLER REPLACEMENT

Kyle Ferguson/Account Manager
kyle@americanchiller.com
 931 Reno Ave. Suite L
 Modesto, CA. 95351
 (209)557-0111

Quote: 67124

American Chiller Service is providing this proposal for mechanical services at the subject location. All work is quoted M-F during normal business hours.

Equipment to be Replaced:
 JTS-Johnson Thermal Systems

Serial #:
 JTS-5682

Scope of work:

- Lock out and tag out chiller
- Recover refrigerant, oil and propylene glycol and dispose of according to EPA guidelines
- Disconnect piping and electrical in preparation for replacement
- Remove and replace JTS chiller with Drake PACT120 chiller via ACS supplied forklift
 - Dual circuit digital scroll packaged air cooled chiller w/90 gallon stainless tank @ 85,207 BTU/hr.
 - MCS Magnum Microprocessor, BMS, BAS communications, remote access and monitoring services
 - Fully insulated and corrosion-resistant stainless steel brazed plate evaporator
 - Dual 6 hp compressor circuits and 20 GPM stainless pump configurations for redundancy
 - 1 year warranty on all parts
 - LTE VPN ACS Connect Gateway
 - This system will improve visibility to chiller performance, trends, setpoints and alarms
 - In addition to the convenience of remote access, service technicians will have the ability to review key performance indicators via the equipment dashboards and predetermine on-site service activity priorities
 - Remote monitoring is a standalone device that is locally integrated to the chiller interface and communicates to an encrypted server via a cellular network. Each remote access session is logged and can be issued upon request. The installation of this system is air gapped to the local BAS and network to alleviate security concerns.

.....Continued

(The Terms and Conditions attached form an integral part of this agreement and are expressly incorporated herein)

Sacramento
 Bay Area
 Modesto
 Reno / Tahoe
 Mailing Address

11328 Sunrise Gold Circle, Rancho Cordova CA 95742
 743 Thornton Street, San Leandro CA 94577
 931 Reno Ave., Suite L, Modesto CA 95351
 5580 Mill Street, Suit 400, Reno NV 89502
 P.O. Box 1887 Rancho Cordova, CA 95741-1887
 Website: www.americanchiller.com

Phone: (916)457-7800 Fax: (916)731-8100
 Phone: (510)686-1111 Fax: (510)686-1234
 Phone: (209)557-0111 Fax: (209)557-0123
 Phone: (775)322-9900 Fax: (775)322-9929
 Toll Free: (800)916-2445

E-Mail: info@americanchiller.com

- Provide one year of remote hotspot with encrypted VPN for remote chiller access
- Provide one year of cloud logging service and 24/7 chiller alarm email service
- Concrete pad for new chiller configuration to be extended by City of Manteca personnel
- Reconnect piping and electrical
 - Any additional piping required for installation to be insulated per existing configuration
- Provide and install up to 165 gallons of 35% propylene glycol solution
- Perform startup and verify parameters and points for proper unit operation
- Clean jobsite and provide service report to onsite personnel

Total Cost: **\$110,699.00***

***Note:**

- **If awarded the contract American Chiller Service will comply with all terms and conditions set forth in the RFP.**
- **If awarded the contract American Chiller Service will obtain a business license with the City of Manteca prior to start of work.**
- **This proposal is valid for ninety (90) days after the deadline for submission of proposals.**

***Exclusions:** Storage, performance/payment bond, controls, seismic calculations and/or any materials not expressly detailed above. Any requirements based on permitted inspection would be extra.

Thank you for the opportunity to quote this service, we look forward to working with you!

Respectfully,
American Chiller Service, Inc.



Kyle Ferguson

Approved By:

City of Manteca WWTP

Projects of Similar Size and Scope:

State of California, Department of Justice

Candyce Nichols

(916)210-7112

5311 N. Woodrow

Fresno, CA. 93740

9/1/2020-Remove and replace one Carrier 23XL chiller with new Smardt chiller to include all necessary piping, electrical and factory startup. \$232,385.00.

University of the Pacific, Burns Tower

Joe Wehrle

(209)946-3282

1050 W. Brookside Rd.

Stockton, CA. 95211

5/12/2023-Remove and replace one Carrier 30GT chiller with new Carrier 30RAP chiller to include all necessary piping, electrical and factory startup. \$62,106.00.

State of California, Department of Justice

Merrilee Gates

(916)261-1059

1306 Hughes Lane

Ripon, CA. 95366

7/24/2024-Remove and replace one York YS chiller with new Dunham-Bush chiller to include all necessary piping, electrical, multizone refrigerant monitor and factory startup. \$346,942.00.

Proposer's Staff:

Kyle Ferguson
Account Manager/Service Sales
9 years with ACS

Rudy Castano
Modesto/Stockton Services Business Unit Leader
14 years mechanical service experience, Daikin factory trained, Hanbell screw compressor
factory trained, 23 years with ACS

Brian Moore
Service Supervisor
Daikin, York, Trane, Raypak and Micro Control Systems factory trained. Compressor and VFD
specialist, 15 years with ACS

Fernando Santana
Service Technician
6 years with ACS

Angel Cantu
Service Technician
5 years with ACS

Ted Burns
Service Technician
13 years with ACS

Any ACS employee assigned to work specifically in a confidential area (as determined by the city) has or will pass a criminal background check. ACS will be responsible for payment of all background checks and security screenings.

American Chiller Service, Inc.

TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by American Chiller Service. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of American Chiller Service.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of American Chiller Service's credit department. Terms of payment are net 30 days upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, American Chiller Service may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. American Chiller Service reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by American Chiller Service including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that American Chiller Service determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, American Chiller Service shall inform Customer of the equipment condition and remedy. American Chiller Service shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by American Chiller Service upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without American Chiller Service's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by American Chiller Service, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay American Chiller Service, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which American Chiller Service is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, American Chiller Service may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, American Chiller Service shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay American Chiller Service any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property.

Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless American Chiller Service and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. American Chiller Service shall have the right to suspend its work at no penalty to American Chiller Service until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. American Chiller Service reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide American Chiller Service personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. American Chiller Service shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of American Chiller Service.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of American Chiller Service.
13. In the event that American Chiller Service is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond American Chiller Service's control, Customer shall pay American Chiller Service for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established American Chiller Service rates for performing such services.
14. American Chiller Service shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of American Chiller Service, American Chiller Service shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. AMERICAN CHILLER SERVICE SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF AMERICAN CHILLER SERVICE. IN NO EVENT WILL AMERICAN CHILLER SERVICE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY AMERICAN CHILLER SERVICE FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. American Chiller Service extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. American Chiller Service expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by American Chiller Service. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of California.



Company Profile

The following information is provided to help you become more familiar with the services and experience offered by American Chiller Service, Inc.

Celebrating our 35th year in business, American Chiller Service is currently the "independent" service organization choice for many users of large tonnage chillers and commercial HVAC equipment in Northern California, San Joaquin Valley, East Bay Area, Northern Nevada and Idaho. This is due to several reasons which include the following:

1. American Chiller has **factory trained staff in all major brand chillers**. We specialize in chillers to bring you the best in service and maintenance. Our factory trained status allows us access to all current factory literature, training and parts.
2. Turbocor Network Contractor – As of June 2023, **American Chiller has installed/sold over 700 Turbocor compressors**, far exceeding the activity of any other contractor in Northern California.
3. **Charter member of both the Chiller Systems Group and the Independent Contractor Exchange Group (ICE)**, nationwide networks of chiller specialists. Meeting annually throughout the nation to share technical knowledge and discuss the future of our industry.
4. Veteran Trane, Carrier, York, McQuay/Daikin, Dunham-Bush, Smardt, Turbocor, Thermax and Yazaki **factory trained technicians known in the area for excellence in service** of large tonnage equipment.
5. **Adequate but not burdensome internal and external support systems**. Including but not limited to complete Trane, Carrier, York, McQuay/Daikin, Dunham-Bush, Smardt, Turbocor, Thermax and Yazaki factory-direct service bulletins, parts information, and retrofit updates, local office, shops, staffing and equipment. Adequate resources, insurance, and licensing to provide assurance and longevity of service capability.
6. **24 hour, 7 days a week "no hassle" emergency service**. During afterhours, our phones ring directly to an ACS employee mobile phone, you speak directly to our office staff, no answering service to deal with.
7. Multiple genuine O.E.M. parts sources, including Trane, Carrier, York, McQuay/Daikin, Dunham-Bush, Smardt, Turbocor, Thermax and Yazaki **factory direct shipment overnight**.
8. Technician service expertise level generally **known to exceed the current level of the local manufacturer's** service departments.
9. **Veteran customer service group** capable of handling and determining warranty problems, routine service as well as major emergency service requirements.
10. We have our own **fleet of rental chillers in stock locally**. This means our customers don't have to worry about equipment availability and delivery delays during an equipment failure.

In addition to the general notes mentioned above, we are offering the following information in confidence so that you and your management may properly evaluate American Chiller Service, Inc. may properly evaluate the market value of these

1. Major parts suppliers:

- A. H3 HVAC Parts
Peoria, Illinois
- B. Smardt
Pointe Claire, Quebec
- C. Turbocor
Tallahassee, Florida
- D. Pacific Coast Trane
San Francisco, California
- E. Fix-Air Trane Parts
San Jose, California
- F. Trane Company
LaCrosse, Wisconsin
- G. Trane Parts Center
Sacramento, California
- H. Carrier Corporation
Syracuse, New York
- I. Valair - Carrier Parts
Sacramento, California
- J. Daikin Factory
Minneapolis, Minnesota
- K. York International
York, Pennsylvania
- L. Themax
Novi, Michigan
- M. Yazaki
Farmers Branch, Texas

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Minneapolis, Minnesota
- K. York International
York, Pennsylvania
- L. Themax
Novi, Michigan
- M. Yazaki
Farmers Branch, Texas

2. American Chiller Service Staffing:

American Chiller's entire technical staff is certified to handle refrigerants through the EPA technician certification program.

Bruce Barnett, Service Supervisor

- 1. Nine years Trane large tonnage service technician.
- 2. Trane commercial service factory schooling.
- 3. Seventeen years in related heavy construction field.
- 4. Centrifugal chiller rebuild specialist.
- 5. 34 years with ACS.

Bruce Barnett, Service Supervisor

- 1. 34 years Trane large tonnage service technician.
- 2. Trane commercial service factory schooling.
- 3. Seventeen years in related heavy construction field.
- 4. Centrifugal chiller rebuild specialist.
- 5. 34 years with ACS.

Brent Lyman, Service Technician

- 1. 18 years heavy refrigeration service business.
- 2. Daikin, Dunham Bush and Carrier factory trained technician.
- 3. Turbocor compressor retrofit expert.
- 4. Pneumatic Controls specialist.
- 5. 24 years with ACS.

Brent Lyman, Service Technician

- 1. 18 years heavy refrigeration service business.
- 2. Daikin, Dunham Bush and Carrier factory trained technician.
- 3. Turbocor compressor retrofit expert.
- 4. Pneumatic Controls specialist.
- 5. 24 years with ACS.

Mark Ridner, Service Technician

- 1. Factory trained Trane service technician.
- 2. Carrier factory training 30GX/HX/RA/RB.
- 3. Specialist in: Air and water cooled screw chillers
- 4. 15 years with ACS

Mark Ridner, Service Technician

- 1. Factory trained Trane service technician.
- 2. Carrier factory training 30GX/HX/RA/RB.
- 3. Specialist in: Air and water cooled screw chillers
- 4. 15 years with ACS

Geoff Velguth, Service Technician

1. Centrifugal chiller teardown specialist.
2. Chiller and boiler removal and installation specialist.
3. Cooling tower & coil replacement expert.
4. 28 years with ACS.

Rudy Castano, Modesto/Stockton Services Business Unit Leader

1. 14 years mechanical service experience.
2. Daikin factory trained.
3. Hanbell screw compressor factory trained.
4. 23 years with ACS.

Rob Bottimore, Chief Operations Officer

1. Compressor and VFD retrofit specialist.
2. Yazaki absorption chiller factory trained.
3. MET program graduate.
4. 27 years with ACS.

Jeremy Ouellette, Bay Area Business Unit Leader Sales Engineer

1. Professional Engineer.
2. Turbocor retrofit design specialist.
3. 8 years with ACS.

Paul Harris, Service Technician

1. Refrigeration/low temperature system specialist.
2. Trane absorption chiller factory trained.
3. 18 years with ACS.

Brion McCarty, Service Technician

1. Certified welder.
2. Rigging / Piping project specialist.
3. 25 years with ACS.

Brian Moore, Service Supervisor

1. Daikin, York, Trane, Raypak and Micro Control Systems factory trained.
2. Compressor and VFD retrofit specialist.
3. 15 years with ACS.

Lee Sutton, Service Technician

1. Control systems installation specialist.
2. Variable frequency drive installation & programming.
3. Piping and systems fabrication specialist.
4. 15 years with ACS.

Ben Barlow, Reno/Tahoe Service Business Unit Leader

1. Former senior Carrier factory service technician.
2. Reno/Tahoe area service maintenance focused.
3. Dunham-Bush and Daikin factory trained.
4. 13 years with ACS.

Hugo Chacon, North Bay Area Service Business Unit Leader

1. York YT/YK centrifugal chiller maintenance and overhaul factory trained.
2. Specialist in: Air and water cooled screw chillers
3. 17 years with ACS.

Dmitriy Maknovskiy, Cooling Tower Lead Technician

1. MET Graduate.
2. Marley/Imeco factory Trained.
3. 5 years with ACS.

Robert Strebel, New Equipment Sales Business Unit Leader

1. Field experience as journeyman technician.
2. Smardt and Turbocor Retrofit specialist.
3. Maintenance and service sales focused.
4. 21 years with ACS.

Trent Johnson, President / CEO

1. Service standards & quality assurance specialist.
2. 32 years with ACS.

Kevin Johnson, VP

1. Daikin Service Alliance Partner manager.
2. Rental chiller fleet manager.
3. Maintenance and service sales focused.
4. 30 years with ACS.

Ed Goodreau, Service Dispatch

1. Specialist in sourcing, traffic management and dispatch.
2. 9 years with ACS.

Loy Gibbs, Maintenance Administrator

1. Specialist in contract management and dispatch.
2. 17 years with ACS.

Chris McLeod, Business Unit Leader – ACS Cooling Tower Services

1. 25 years in the cooling tower service industry – Field experience.
2. Evapco Mr. Goodtower Service Center factory trained BAC factory trained.
3. Cooling Tower overhaul, maintenance and service sales focused.
4. 22 years with ACS.

Stacey Wallace, Account Manager

1. Chiller Maintenance and service sales focused.
2. Evapco Mr. Goodtower Service Center factory trained.
3. Cooling Tower overhaul, maintenance and service sales focused.
4. 19 years with ACS.

Stanley Newton, Account Manager & Sales

1. 15 years customer service experience
2. 7-year industrial equipment and parts specialist
3. 6 years with ACS.

Holly Myers, Accounting – Billing – A/R

1. Certified Payroll Reporting
2. Project Billing Specialist
3. UC Davis - Human Resource Development & Management Certificate
4. Public Notary
5. 22 years with ACS

Bay Area Service Team

Alex Gomez, Service Technician, 7 years experience
Eddie Li, Service Technician, 4 years experience
Peter Serracino, Service Technician, 6 years experience
Ruben Rios, Service Technician, 10 years experience

North Bay Area Service Team

Hugo Chacon, Branch Manager, 17 years with ACS
Zaul Chacon, Service Technician, 5 years ACS

Modesto Area Service Team

Kyle Ferguson, Service Sales, 9 years with ACS
Nile Olson, Service Sales, 5 years with ACS
Fernando Santana, Service Technician, 6 years with ACS
Angel Cantu, Service Technician, 5 years with ACS
Ted Burns, Service Technician, 13 years with ACS

Reno Area Service Team

Jon Thomas, Service Sales, 3 years experience
Ryan Smith, Service Technician, 12 years experience
Jeremy Thomas, Service Technician, 8 years experience
Daniel Moreno, Service Technician, 5 years experience
Michael Piel, Service Technician, 2 years experience

Cooling Tower Service Team

Dmitriy Makhnovskiy, Service Technician, 6 years experience
Luis Hernandez, Service Technician, 4 years experience
Viktor Tkachuk, Service Technician, 3 years experience
Andrey Karpenko, Service Technician, 2 years experience
Riley Regan, Service Technician, 2 years experience

3. American Chiller Service diversity:

A. American Chiller has successfully completed the following range of services

1. Turbocor compressor retrofits – Energy savings & utility rebate analysis.
2. Smardt Turboçor chiller retrofits – Air and water cooled.
3. Centrifugal and absorption chiller overhauls or major repairs.
4. Centrifugal and absorption chiller preseason services.
5. Screw & reciprocating compressor overhauls or replacements.
6. Monthly contract maintenance services.
7. Service component failure calls.
8. Consultation projects.
9. Cooling tower and pump services and replacement.
10. Large fan repairing and balancing.
11. VFD retrofits on chillers, pumps and fan motors.
12. Structural bracing large tonnage cooling tower.
13. Seismic isolator installation for large fans.
14. Large tonnage water coil replacement and repair.
15. Large tonnage chiller and equipment replacement.
16. Low pressure centrifugal, high efficiency purge installations.
17. Control panel retrofits on centrifugal and screw chillers.
18. Conversions to alternate refrigerants.

19. New chiller start-up services.

4. American Chiller Service resources:

A. American Chiller Service has been in business since 1988, and is financed with its own cash reserves, as well as adequate lines of credit with local banking institutions for seasonal peak cash requirements.

B. Financial statements and banking information is available upon written request and assurance of confidentiality.

C. Major Machinery Failure Insurance is written through our Financial Risk Solutions, the nation's #1 provider coverage for commercial air conditioning equipment (25-tons and larger). We are also the preferred vendor of the Hartford Steam Boiler Inspection and Insurance Company for heating, air conditioning and refrigeration equipment for the Bay Area and Northern California.

D. We are a State of California Certified Public Works Small Business – Certificate Number 0000858

E. ACS is a GSA Multiple Award Schedule Contract Holder – Contract #GS-06F-0055S

F. We believe that our success is founded upon our staff. You have our assurance that all service will be completed by our personnel in a manner equal to, if not exceeding, the policies set forth in our company creed, which follows:

To provide superior service for major brand large tonnage centrifugal, absorption, turbocor, scroll and reciprocating air conditioning equipment.

To use parts and materials that are superior to or equal to the original equipment.

To use service and safety procedures that are superior to or equal to the manufacturers' service recommendations.

To remember that our customers are the reason that we are in business and to provide our regular customers with value incentives.

To treat every customer as our only customer.

5. American Chiller Service Locations

At 50+ employees strong with 35+ service vehicles on the road, American Chiller Service utilizes five strategically located office/shop facilities throughout Northern California and Western. Each location is fully equipped to support the type of heavy mechanical service that we have become known for.

6. American Chiller Service Divisions

Mechanical Service: Providing independent maintenance, service, repair and installation of all major brand large tonnage HVAC equipment such as Smardt, Dunham-Bush, Turbocor, Trane, Carrier, York and Daikin.

Cooling Tower Service: Evapco Mr. GoodTower Service Center – Specializing in the repair and overhaul of evaporative cooling equipment including cooling towers, evaporative condensers and fluid coolers.

Rental Services:

Providing a full range of temporary cooling and heating solutions with rental chillers, cooling towers, air handlers, generators, pumps, chilled water hose and portable power cables.

7. American Chiller's future:

As much as we believe that our staff is our greatest resource, we believe that hiring and training good people is important for our future. For that reason we are continuously pursuing additional training and information that can be applied to our ever changing field and industry. In fact, we state that we accept that challenge as an independent chiller service company.



AMERICAN CHILLER SERVICE, INC.
WWW.AMERICANCHILLER.COM

PRODUCTS AND SERVICES

CENTRIFUGAL CHILLER SERVICES

- Turbocor Retrofits / Energy Efficiency Upgrades
- Preventive Maintenance Programs
 - Annual / Preseason Services
 - Minor / Major Repairs
- Motor Replacement / Repairs
- Overhauls / Conversions / Major Rebuilds
- Control Panel Upgrades / VFD Installations
- Refrigerant Containment Upgrades
- Complete Unit Replacement

SCREW / SCROLL / RECIPROCATING CHILLER SERVICES

- Preventive Maintenance Programs
 - Annual / Preseason Services
 - Minor / Major Repairs
- Compressor Repair / Replacement
- Compressor Overhauls
- Turbocor Retrofits / Energy Efficiency Upgrades
- Factory & Aftermarket Parts
- Complete Unit Replacement

SERVING ALL MAJOR BRANDS



ABSORPTION CHILLER SERVICES

- Preventive Maintenance Programs
 - Annual / Preseason Services
- Minor / Major Repairs - Pump Rebuilds
- Solution Analysis / Solution Filtering
- Complete Unit Replacement

RENTAL SERVICES

- Water & Air Cooled Rental Chillers
- Cooling Tower Rentals
- Pump / Hose / Wire Rentals
- Emergency or Planned Downtime
- Turn-Key Rental or Unit Only Rental

OTHER SERVICES

- VFD Installations and Replacements
- Water Pump Overhaul / Replacement
- Air Handler / Axial Fan Repair & Replacement
- Vibration Analysis / Balancing / Laser Alignment
- Eddy Current Testing / Re-Tubing
- Chemical-Free Water Treatment Installations
- Boiler Maintenance / Repair / Replacement

ACS COOLING TOWER SERVICES



ELIMINATE GEAR-BOXES WITH DIRECT-DRIVE COOLING TOWER MOTORS



- Complete Unit Rebuilds
- Performance / Energy Efficiency Upgrades
- Complete Unit Replacement
- Basin Abrasion & Coating Application
- Preventive Maintenance Programs
- Filtration System Installation
- Mechanical Section Minor / Major Repairs
- Aftermarket or OEM Fill & Eliminator Replacement
- Factory or Aftermarket Parts—All Makes & Models
- Authorized Baldor Direct Drive Motor Integrator



SACRAMENTO
 11328 SUNRISE GOLD CIRCLE
 RANCHO CORDOVA CA 95742

Phone: (916)457-7800

MODESTO
 931 RENO AVE SUITE L
 MODESTO CA 95351

Phone: (209)557-0111

BAY AREA
 743 THORNTON ST
 SAN LEANDRO CA 94577

Phone: (510)686-1111

NORTH BAY
 1180 HOLM RD SUITE C
 PETALUMA CA 94954

Phone: (707)304-5822

RENO/TAHOE AREA
 425 WESTERN RD SUITE 130
 RENO NV 89506

Phone: (775)322-9900

California License# 605046
 Nevada License# 0035255

24 HOUR SERVICE CAPABILITY

www.americanchiller.com
 info@americanchiller.com

ATTACHMENT 3

SCHEDULE OF ACTIVITIES

Schedule will be determined once contract is fully executed between authorized City of Manteca Staff and American Chiller Services Inc.

ATTACHMENT 4
INSURANCE DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of California Insurance Services, LLC 1425 River Park Drive, Suite 226 Sacramento CA 95815	CONTACT NAME: Certificate Team PHONE (A/C No. Ext): 916-993-2700 FAX (A/C No): 916-993-2683 E-MAIL ADDRESS: certificates.sacramento@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE
License#: 0M07762 AMERCHI-01	INSURER A: National Union Fire Ins Co of Pittsburgh PA INSURER B: Travelers Casualty and Surety Co of America INSURER C: AIU Insurance Company INSURER D: INSURER E: INSURER F:
INSURED American Chiller Service, Inc. 11328 Sunrise Gold Circle Rancho Cordova CA 95742	NAIC # 19445 31194 19399

COVERAGES **CERTIFICATE NUMBER:** 1115719063 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5180275	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2961703	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Deductibl \$ \$250
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0T26044924NF	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	012016045	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are Additional Insured if required by written contract: The City of Manteca, its officers, officials, employees, agents and volunteers.
Waiver of Subrogation in favor of: The City of Manteca.
Per Project Aggregate applies per terms and conditions of the attached endorsement.
General Liability Additional Insured applies per terms and conditions of the attached endorsement(s).
Primary Wording for General Liability applies per terms and conditions of the attached endorsement.
General Liability Waiver of Subrogation applies per terms and conditions of the attached endorsement.
Auto Liability Additional Insured applies per terms and conditions of the attached endorsement(s).
Primary Wording for Auto Liability applies per terms and conditions of the attached endorsement.
See Attached...

CERTIFICATE HOLDER City of Manteca Public Works Department 1001 W. Center Street Manteca CA 95337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners of California Insurance Services, LLC		NAMED INSURED American Chiller Service, Inc. 11328 Sunrise Gold Circle Rancho Cordova CA 95742	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Auto Liability Waiver of Subrogation applies per terms and conditions of the attached endorsement.
 Workers Compensation Waiver of Subrogation applies per terms and conditions of the attached endorsement.
 Notice of Cancellation provisions apply per terms and conditions of the attached endorsement(s).

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2024 forms a part of

Policy No. 2961703 issued to American Chiller Service, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

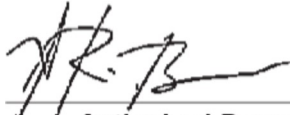
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2024 forms a part of

Policy No. 5180275 issued to American Chiller Service, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

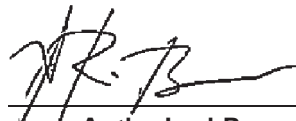
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2024 forms a part of

policy No. 2961703 issued to American Chiller Service, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01A.M. 03/01/2024 forms a part of

policy No. 2961703 issued to American Chiller Service, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

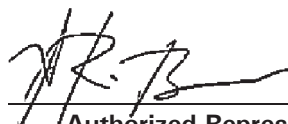
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2024 forms a part of

policy No. 5180275 issued to American Chiller Service, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

- Per Project General Aggregate Limit \$ 2,000,000
- Per Location General Aggregate Limit \$
- Per Project and Per Location General Aggregate Limit \$

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 10,000,000
Each Occurrence Limit	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Expense Limit	\$ 25,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	\$ 2,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2024 forms a part of

policy No. 2961703 issued to American Chiller Service, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

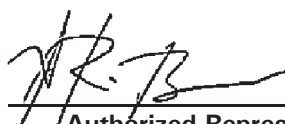
ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2024 forms a part of Policy No. WC 012-01-6045

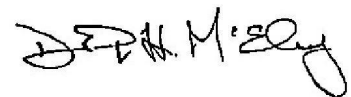
Issued to AMERICAN CHILLER SERVICES, INC.

By A I U INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2024 forms a part of Policy No. 012016045

Issued to American Chiller Service, Inc.

By **NEW HAMPSHIRE INSURANCE COMPANY**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

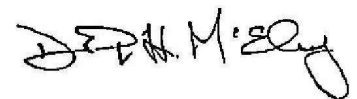
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE