

City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92553, hereinafter referred to as the “City”, and **Ice Bear SPV#1 doing business as (dba) Thule Energy Storage, a Limited Liability Corporation**, with its principal place of business at **650 Fifth Avenue, 17th Floor, New York, NY 10019**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **installation and maintenance** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **installation and maintenance** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **installation and maintenance** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

**1. CONTRACTOR INFORMATION:**

Contractor’s Name: **Ice Bear SPV#1, LLC dba Thule Energy Storage**  
Address: 650 Fifth Avenue, 17<sup>th</sup> Floor  
City: New York State: NY Zip: 10019  
Business Phone: 917.838.2075  
Other Contact Number:  
Business License Number: 38150  
Federal Tax I.D. Number:

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from **February 16, 2021** to **February 16, 2026** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the

Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Evan Berger, Chief Operating Officer; Joe Raasch, Senior Project Manager; and Manuel Paz, Project Manager.**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Chief Operating Officer**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form

“Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the

cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any documents developed, produced or provided under this Agreement shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City will honor this contract for 24 months from time of execution and may terminate the whole or any part of this Agreement after said time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of

the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor: Ice Bear SPV#1, LLC dba Thule Energy Storage**  
650 Fifth Avenue, 17<sup>th</sup> Floor  
New York, NY 10019  
Attn: Evan Berger

**City:** City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: Electric Utility Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
  2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
  3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
  4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
  5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).



6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
9. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
10. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
11. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

**City of Moreno Valley**

**Ice Bear SPV#1, LLC dba  
Thule Energy Storage**

BY: \_\_\_\_\_  
Mike Lee, City Manager

BY: Even Berg \_\_\_\_\_

TITLE: Chief Operating Officer  
(President or Vice President)

\_\_\_\_\_  
Date

January 8, 2021  
\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head  
*(if contract exceeds 15,000)*

\_\_\_\_\_  
Date

## Appendix A: Description of Business Terms

TES will provide one (1) Ice Bear 20 to MVU, under the following conditions:

- The equipment cost of the Ice Bear 20 (“IB-20”) will be \$1.00.
- MVU agrees to engage TES as the Project Manager.
  - MVU will pay \$5,000 upfront for installation; this money will be used to pay vendors
  - TES will hire subcontractors and purchase accessory equipment to perform the installation
  - TES will furnish all relevant invoices to MVU, as well as a “master” invoice detailing all costs
  - MVU will pay charges on the “master invoice”, plus an additional 20% to TES for its design and installation and coordination on net 30 payment terms; the \$5k upfront will be subtracted from final total
  - If the final installation cost including design and installation expenses is less than \$5,000, TES will reimburse MVU for the appropriate amount.
  - The price for Design and Installation is not to exceed \$8,640.
- MVU agrees upfront that the new IB-20 will be connected to the internet, cell network (TES generally uses a 4G connection) or some form of communications so that TES can monitor it. Such communications costs will be borne by MVU (this cost can be included in the service contract noted below).
- MVU will also agree to a Service Contract of no less than 5 years for TES to monitor and service the existing MVU fleet. All associated telecommunication costs will be borne by MVU.
- TES reserves the right to aggregate data use that for future marketing purposes.
- The City of Moreno Valley, and MVU, affirmatively acknowledge that this transaction has no connection to the former Ice Energy Holdings, though the delivery of the unit will require a clarification of the Proof of Claim process with the Bankruptcy Trustee (to be discussed after negotiations on the above are complete)

## **Appendix B: description of Preventative Maintenance process**

Every Ice Bear Preventative Maintenance visit undergoes the following 14-step process, for each unit:

1. Visually inspect overall system (look for leaks, damaged coils, piping & insulation issues)
2. Ensure tank lids are tight and have grease added
3. Verify CDC configuration, melt and make schedules, return air temp. & supply air temp. sensors
4. Cycle Ice Bear through all modes
5. Verify that pressures, temperatures, and currents are all in range
6. Check all electrical connections (CDC board, control box, all terminals)
7. Inspect condenser fan motor blades
8. Verify all pump operation for water pump and refrigerant pump
9. Check water level and top off tank as needed
10. Verify capacitor and contactor operation
11. Add treatment tabs to water heat-exchanger tank
12. Clean condenser coil
13. Clean out Ice Bear cabinet
14. Inspect ice evaporator coil & condensate

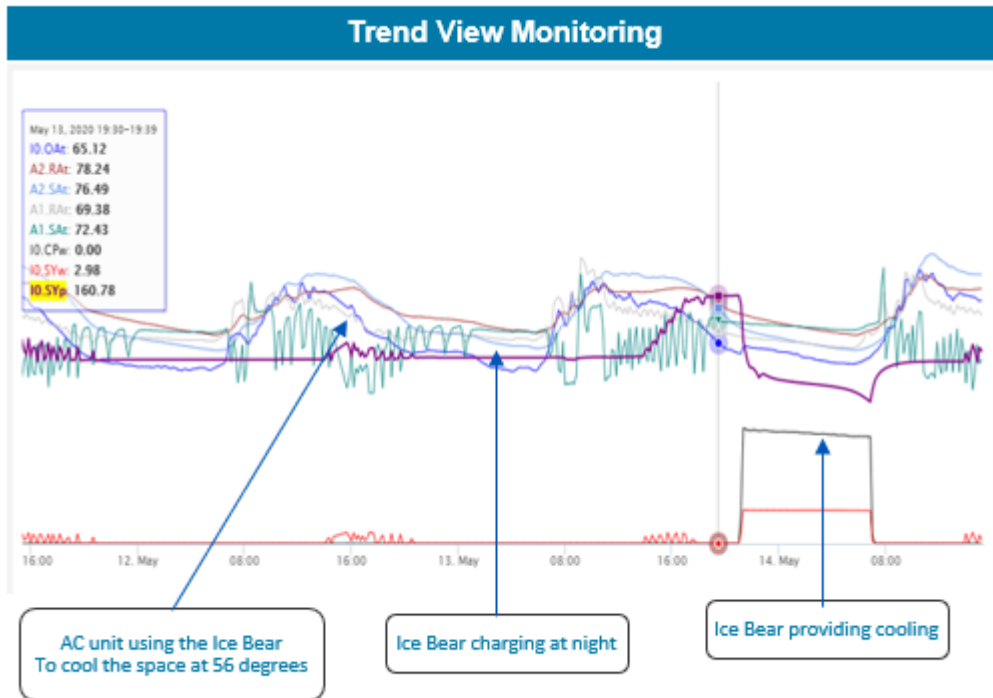
## **Appendix C: CoolData Remote Monitoring Services**

### Overview of CoolData Platform:

- 22 data points monitored on each Ice Bear at 5-minute intervals to ensure proper operations and allow for maximum uptime capacity.
- Alarming to identify potential break-downs and notify TES service department in real time
- Enables TES techs troubleshoot and gather information before coming to site. This allows the technicians to have the correct components with them when they arrive on site.
- Access to historical data to review Ice Bear-specific performance.

## Example Graphics

Ice Bear operations chart:



Ice Bear Charge & Discharge Schedule:

Unit Name: IB-A1_6951_Flight_Rd	Contract Name: RPU Original DR Agreement
Model: IB30 523	Short Name: B001262
Summer Start: 5/1	Winter Start: 11/1
Summer End: 10/31	Winter End: 4/30

	Make	Melt	Crit	Idle
<b>Summer</b>				
Melt Circuit 1	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24			
Melt Circuit 2	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24			
<b>Winter</b>				
Melt Circuit 1	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24			
Melt Circuit 2	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24			

- **Make:** Ice Bear compressor runs to make ice in the tank
- **Crit:** the hours that, by contract, the Ice Bear discharges to offset load
- **Melt:** if there is additional ice left in the Ice Bear at the end of the Crit period, the Ice Bear can be set to continue discharging and offset AC load during these hours

## CoolData Points List

Power and utility data:

1. **IO.DR1d:** DR Asset 1 Status
2. **RS.KO1:** Circuit 1 kW Offset
3. **RS.KO2:** Circuit 2 kW Offset
4. **IO.OAt:** Ambient Outside Temp

O&M and system operation data:

5. **A1.CPd:** A1 Target Compressor Status
6. **A2.CPd:** A2 Target Compressor Status
7. **A1.RAt:** A1 Return Temp
8. **A1.SAt:** A1 Supply Temp
9. **A2.RAt:** A2 Return Temp
10. **A2.SAt:** A2 Supply Temp
11. **IO.CPw:** IB Compressor Work
12. **IO.SYw:** IB System Work
13. **IO.SYp:** IB System Pressure
14. **IO.TWt:** IB Tank Water Temp
15. **IO.WSt:** IB Wet Suction Temp
16. **IO.CSt:** IB Compressor Suction Temp
17. **IO.CLt:** IB Condenser Liquid Temp
18. **IO.CBt:** IB Cabinet Temp
19. **IO.CSp:** IB Compressor Suction Pressure
20. **IO.Z1d:** IB Zone 1 Call for Cooling (CFC)
21. **IO.Z2d:** IB Zone 2 Call for Cooling (CFC)
22. **IO.SHt:** Superheat Temp

## CoolData Scope of Responsibilities

1. Service Provider shall use commercially reasonable efforts to connect all Ice Bear units to the internet and to remotely monitor their operation and functionality. Customer retains the responsibility to pay for its internet or cell service connection to the Service Provider's monitoring system. Service Provider is relieved of its obligations in the event of failure or interruption of such communications.

2. The CoolData Remote Monitoring Services include automated data collection from sensors installed on Ice Bear units and equipment, access to the web portal for viewing certain data collected from each Ice Bear unit (not to include data which are proprietary to Service Provider or data which are Service Provider's intellectual property or Service Provider's confidential information), a distributed energy resource optimizer server, and programming and technical support to identify and define operational dispatch of Ice Bear Units.

3. All data collected shall be stored and archived on a secure data historian. Service Provider will analyze such data by the use of intelligent diagnostic application software, among other techniques.

4. If Service Provider's diagnostics or analyses reveal a potential problem with an Ice Bear unit, or with associated Customer-owned HVAC equipment, Service Provider will take appropriate action, which may include initiating a service call and/or contacting the Customer.



## Appendix D: Fee Schedule

<b>Service Option</b>	<b>Annual Visits</b>	<b>Annual cost per Ice Bear</b>	<b>Notes</b>
<b>1. CoolData + Standard Service</b>	1	\$665	One Preventative Maintenance visit per year; additional charges would be incurred for any Service visits
<b>2. CoolData + Extended Service</b>	2	\$1,135	Pricing includes one Preventative Maintenance visit and one Service visit

### Notes:

1. Price escalates by 2.5% annually to account for inflation.
2. Each additional Service Call outside of those pre-purchased will cost Customer \$400 per Ice Bear that needs to be serviced.

**Appendix E: Ice Bear Fleet in Moreno Valley, CA**

<b>#</b>	<b><u>Business/Entity</u></b>	<b><u>Address</u></b>	<b><u>Serial</u></b>
1	Kohl's #11125	27200 Eucalyptus Ave	2871-3-d-ma-20546
2	Kohl's #11125	27200 Eucalyptus Ave	2871-1-A-MA-20209
3	Subway Sandwiches Ste E	27110 Eucalyptus Ave ste E	2871-2-F-MA-20635
4	Bobs Big Boy C / Round Table A	27140 Eucalyptus Ave Suite A	2871-2-d-ma-20526
5	Bobs Big Boy C / Round Table A	27140 Eucalyptus Ave Suite A	2871-1-A-MA-20276
6	Visterra Ste E/ T Mobile Ste D	27130 Eucalyptus Ave Ste D	2871-2-d-ma-20527
7	Visterra Ste E/ T Mobile Ste D	27130 Eucalyptus Ave Ste D	2871-2-F-MA-20624
8	Supercuts B / Sees Candy C	27120 Eucalyptus Ave Ste B	2871-2-F-MA-20627
9	Supercuts B / Sees Candy C	27120 Eucalyptus Ave Ste B	2871-2-D-MA-20572
10	MV Fitness Center	27150 Eucalyptus Ave.	2871-2-F-MA-20630
11	MV Fitness Center	27150 Eucalyptus Ave.	2871-2-D-MA-20573
12	Moreno Valley Pet Shelter	14041 Elsworth St	2871-1-H-MA-20491
13	Moreno Valley Pet Shelter	14041 Elsworth St	2871-1-H-MA-20490
14	Moreno Valley Pet Shelter	14041 Elsworth St	2871-1-H-MA-20493
15	Moreno Valley Pet Shelter	14041 Elsworth St	2871-1-A-MA-20415
16	<i>New Ice Bear 20</i>	<i>TBD</i>	



**City of Moreno Valley**  
**Ice Bear 20 & Service Contract Proposal**  
*November 2020*



# Ice Bear Proposal

With this document, Thule Energy Storage (“TES”) is offering the following to Moreno Valley Utilities (“MVU”).

TES will provide one (1) Ice Bear 20 to MVU, under the following conditions:

- The equipment cost of the Ice Bear 20 (“IB-20”) will be \$1.00.
- MVU agrees to engage TES as the Project Manager.
  - Moreno Valley will pay \$5,000 upfront for installation; this money will be used to pay vendors
  - TES will hire subcontractors and purchase accessory equipment to perform the installation
  - TES will furnish all relevant invoices to MVU, as well as a “master” invoice detailing all costs
  - MVU will pay charges on the “master invoice”, plus an additional 20% to TES for its project management and coordination on net 30 payment terms; the \$5k upfront will be subtracted from final total
  - The price for Design and Installation is not to exceed \$8,640.
- MVU agrees upfront that the new IB-20 will be connected to the internet, cell network (TES generally uses a 4G connection) or some form of communications so that TES can monitor it. Such communications costs will be borne by MVU (this cost can be included in the service contract noted below).
- MVU will also agree to a Service Contract of no less than 5 years for TES to monitor and service the existing MVU fleet. All associated telecommunication costs will be borne by MVU.
- TES reserves the right to aggregate data use that for future marketing purposes.
- Moreno Valley affirmatively acknowledges that this transaction has no connection to the former Ice Energy Holdings, though the delivery of the unit will require a clarification of the Proof of Claim process with the Bankruptcy Trustee (to be discussed after negotiations on the above are complete)

# O&M Service Options

Option	Annual Visits	Annual cost per Ice Bear	Notes
1. CoolData + Standard Service	1	\$665	One Preventative Maintenance visit per year; additional charges would be incurred for any Service visits
2. CoolData + Extended Service	2	\$1,135	Pricing includes one Preventative Maintenance visit and one Service visit

## Notes:

- CoolData subscription provides access to Dashboard that tracks 21 separate data points on a 5-minute interval basis. Enables transparent view of Ice Bears’ operation and has alarming functions to enable proactive troubleshooting of any issues.
  - Subscription includes unlimited log-ins to users with a moval.org email address and to any other qualified users
- Preventative Maintenance visits include TES’s 14-step checklist to ensure Ice Bear is operating at peak efficiency
- Service visits are intended to perform corrective action to Ice Bears if and as needed by service request; also can be used to prepare for the cooling season.
  - This is often preferable to municipal entities as it provides for more streamlined procurement and budget
- All PM and Service visits are performance by an Ice Bear certified technician with extensive training on Ice Bear operations

## TES O&M Proposal – Term Sheet

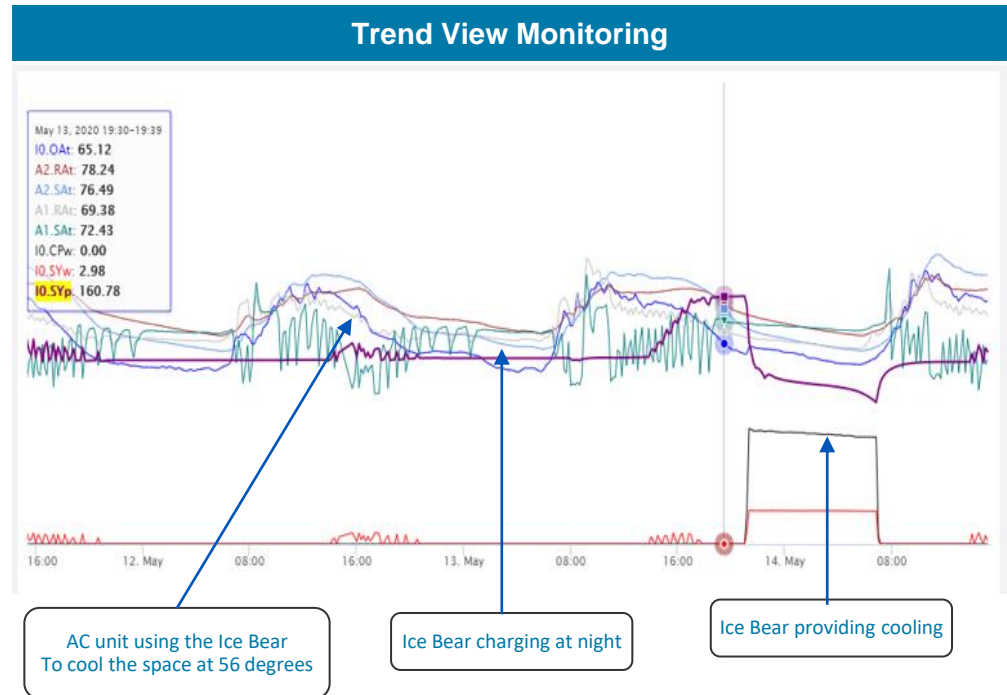
*This Summary Term Sheet is non-binding, for discussion purposes only and not a commitment of either party. No commitment or obligation hereunder shall exist until such time as the parties enter into definitive documentation (“Definitive Documentation”).*

Term	Detail
<b>Parties</b>	Thule Energy Storage (“Thule”, “TES”, or “Service Provider”) and MVU Public Utilities (“Customer”)
<b>Purpose</b>	Agreement for ongoing servicing and maintenance of the Ice Bear units owned by Customer, and as described in an Appendix
<b>Start Date</b>	February 16, 2021
<b>Term</b>	5 years, with renewal options for Customer
<b>Preventative Maintenance</b>	Physical inspection per standard report form at least once, and up to twice annually
<b>Remote Monitoring and Reporting</b>	Ongoing remote monitoring services as documented in Appendix
<b>Payment</b>	Pay Service provider a fee in four equal quarterly installments. Price escalates by 2.5% annually to account for inflation.

# Appendix

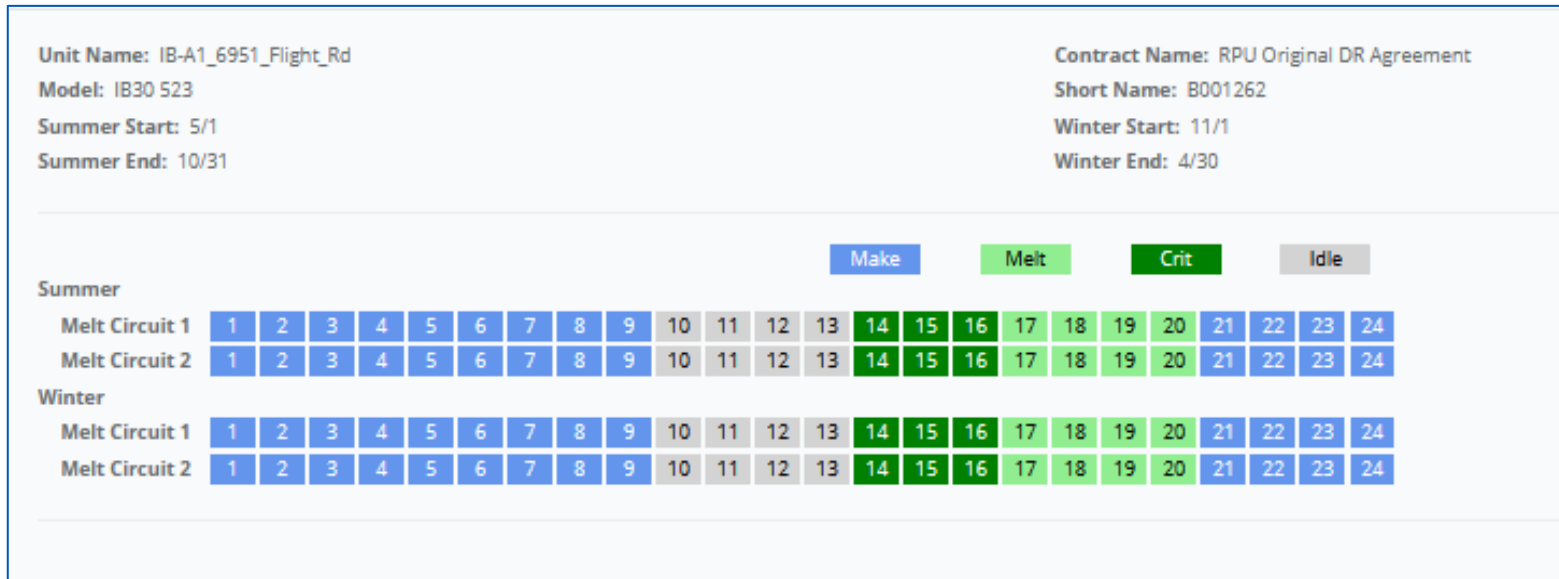
# CoolData – Remote Monitoring

- 22 data points monitored on each Ice Bear at 5-minute intervals to ensure proper operations and allow for maximum uptime capacity.
- Alarming to identify potential break-downs and notify TES service department in real time
- Enables TES techs troubleshoot and gather information before coming to site. This allows the technicians to have the correct components with them when they arrive on site.
- Access to historical data to review Ice Bear-specific performance.





# CoolData Dashboard – Schedule view



- Make: Ice Bear compressor runs to make ice in the tank
- Crit: the hours that, by contract, the Ice Bear discharges to offset load
- Melt: if there is additional ice left in the Ice Bear at the end of the Crit period, the Ice Bear can be set to continue discharging and offset AC load during these hours

# CoolData Dashboard – Points List



## Power and utility data:

1. **IO.DR1d:** DR Asset 1 Status
2. **RS.KO1:** Circuit 1 kW Offset
3. **RS.KO2:** Circuit 2 kW Offset
4. **IO.OAt:** Ambient Outside Temp

## O&M and system operation data:

5. **A1.CPd:** A1 Target Compressor Status
6. **A2.CPd:** A2 Target Compressor Status
7. **A1.RAt:** A1 Return Temp
8. **A1.SAt:** A1 Supply Temp
9. **A2.RAt:** A2 Return Temp
10. **A2.SAt:** A2 Supply Temp
11. **IO.CPw:** IB Compressor Work
12. **IO.SYw:** IB System Work
13. **IO.SYp:** IB System Pressure
14. **IO.TWt:** IB Tank Water Temp
15. **IO.WSt:** IB Wet Suction Temp
16. **IO.CSt:** IB Compressor Suction Temp
17. **IO.CLt:** IB Condenser Liquid Temp
18. **IO.CBt:** IB Cabinet Temp
19. **IO.CSp:** IB Compressor Suction Pressure
20. **IO.Z1d:** IB Zone 1 Call for Cooling (CFC)
21. **IO.Z2d:** IB Zone 2 Call for Cooling (CFC)
22. **IO.SHt:** Superheat Temp

## Preventative Maintenance details

Every Ice Bear Preventative Maintenance visit undergoes the following 14-step process, for each unit:

1. Visually inspect overall system (look for leaks, damaged coils, piping & insulation issues)
2. Ensure tank lids are tight and have grease added
3. Verify CDC configuration, melt and make schedules, return air temp. & supply air temp. sensors
4. Cycle Ice Bear through all modes
5. Verify that pressures, temperatures, and currents are all in range
6. Check all electrical connections (CDC board, control box, all terminals)
7. Inspect condenser fan motor blades
8. Verify all pump operation for water pump and refrigerant pump
9. Check water level and top off tank as needed
10. Verify capacitor and contactor operation
11. Add treatment tabs to water heat-exchanger tank
12. Clean condenser coil
13. Clean out Ice Bear cabinet
14. Inspect ice evaporator coil & condensate

## **EXHIBIT B**

### **CITY'S RESPONSIBILITIES**

1. The City of Moreno Valley is responsible for providing access to work sites for contractor's employees assigned to the job.
2. Provide escorts at sites when required.
3. Fund all required City Permits, excluding a City of Moreno Valley business license.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$8,640.00 for the installation. The standard maintenance fee will be applied at \$665.00 per unit, per year with a 2.5% increase per year to account for inflation.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml).
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Electric Utility Division at [mvuadmin@moval.org](mailto:mvuadmin@moval.org) or calls directed to (951) 413-3500.
4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf).
5. The minimum information required on all invoices:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement.