

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

321



**FROM:** Economic Development Agency/Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
October 13, 2009

**SUBJECT:** Approve the Agreement with Aqua-Serv Engineers, Inc. for Water Treatment Services for EDA and RCRMC

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the service agreement with Aqua-Serv Engineers, Inc., for the Economic Development Agency for an annual amount of \$286,000, and Riverside County Regional Medical Center for an annual amount of \$82,896, for the annual aggregate total of \$368,896, in accordance with Ordinance 459.4;
2. Authorize the Purchasing Agent to sign amendments, exercise the option to renew annually for up to four additional one-year periods, with increases that do not exceed the annual CPI rates; and
3. Direct the Clerk of the Board to return four original signed copies to Purchasing and Fleet Services.

**BACKGROUND:** Departments throughout the County require water treatment services for open & closed-loop systems, cooling towers, boilers, evaporative condensers, shell and tube, and condensers.  
(Continued)

*Douglas Bagley*  
\_\_\_\_\_  
Douglas Bagley, Hospital Director  
Riverside County Regional Medical Center

*Robert Field*  
\_\_\_\_\_  
Robert Field, Assistant County Executive Officer  
Economic Development Agency

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 296,080	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 240,666	Budget Adjustment:	No
	Annual Net County Cost:	\$ 286,000	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> RCRMC Enterprise Funds Economic Development Agency/Facilities General Fund	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Jennifer V. Sargent*  
\_\_\_\_\_  
Jennifer V. Sargent  
**County Executive Office Signature**

Dept't Recomm.:  Consent  Policy  Policy

Per Exec. Ofc.:  Consent  Policy  Policy

**Prev. Agn. Ref.:** | **District:** All | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.18**

FORM APPROVED BY COUNTY CLERK  
 BY: *Mark Seller*  
 DATE: \_\_\_\_\_  
 Departmental Concurrence

Purchasing: *Mark Seller*  
 Mark Seller, Assistant Director

**BACKGROUND** (Continued)

These services require a certified water treatment company to provide the labor, materials, and chemicals necessary to perform chemical management, energy and water conservation, health and safety, manpower optimization, and green chemistry, including emergency and non-emergency treatment programs. Additionally, the water treatment company is responsible for providing emergency service twenty-four hours a day seven days per week county-wide. This includes an analysis of the aforementioned equipment and systems required for equipment condition and tracking purposes. Water conditioning, treatment, analysis, and reports services are to be provided monthly, including all site evaluations.

The water treatment program shall provide for the prevention of scale and fouling on all metal surfaces, the inhibition of corrosion and loss of metal, and the control of biological growth in all of the aforementioned systems.

**PRICE REASONABLENESS:** County Purchasing released Request for Proposal (RFP) FMARC-079, soliciting proposals for water treatment services on behalf of EDA. The RFP was sent to eight potential bidders and was advertised on the Purchasing web site. A total of six bid responses were submitted, with bids ranging from \$195,000 to \$937,670.

The proposals were reviewed by the evaluation team consisting of County Purchasing and EDA/Facilities Management Superintendents representing each Division within the County boundaries. Each bid response was evaluated based on the criteria set forth in the RFP: overall responsiveness, bidders experience and ability, overall cost, references, technical capability, financials, clarification, exceptions, deviations and credentials, resumes, licenses, permits, and certifications. The evaluation determined only three of the six responses were responsive and responsible. The County entered into best and final negotiations with the three responsive/responsible finalists, it was determined Agua-Serv Engineer's, Inc., at an annual cost of \$286,000, was the most responsive/responsible bidder. It was later determined the Riverside County Regional Medical Center (RCRMC) also has similar equipment and was able to add RCRMC's equipment to this contract at the new contract rate of \$82,896, for a total annual contract amount of \$368,896.

**REVIEW/APPROVAL:** Purchasing and County Counsel concurs with this request.

**SERVICE AGREEMENT**

**for**

**WATER TREATMENT SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**AQUA - SERV ENGINEERS, INC.**



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This Agreement, made and entered into this \_\_\_\_\_ day of October, 2009, by and between Aqua - Serv Engineers, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of twelve (12) pages at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) pages, including the Riverside County Regional Medical Center (RCRMC), as noted in Exhibit C consisting of one (1) page, and County Sites, noted as Exhibit D consisting of one (1) page.

**1.2** CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B and C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through October, 2010, with the option to renew for four (4) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B and C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred and sixty eight thousand eight hundred ninety-six dollars, (\$368,896), annually including all expenses of which are all sites for the EDA/Facilities (noted as Exhibit D), not to exceed annually one hundred thirty-six thousand dollars, (\$136,000), including the ancillary costs for three (3) each, Thermal Energy Storage (TES) tanks to cost approximately fifty thousand dollars, \$50,000 each, for an aggregate total of two hundred eighty-six

thousand dollars, (\$286,000), and to include the Riverside County Regional Medical Center (RCRMC) for an annual amount not to exceed eighty-two thousand eight hundred ninety-six dollars, (\$82,896). The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B and C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas water treatment services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

INVOICE TO ACCOUNTS PAYABLE(s)

Economic Development Agency  
3133 Mission Inn Avenue  
Riverside, CA 92507-4199  
Attn: Accounts Payable

County of Riverside Regional Medical Center  
Plant Operations  
26520 Cactus Ave  
Moreno Valley CA 92555  
Attn: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number FMARC-88500-001-10/2010/EDA and MCARC-88500-001-

10/2010/RCRM, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the

event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B and C.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants

that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use by Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material

requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**  
Economic Development Agency  
3133 Mission Inn Avenue  
Riverside, CA 92507-4199  
Attn: Joseph Angelone

County of Riverside Regional Medical Center  
Plant Operations  
26520 Cactus Ave  
Moreno Valley CA 92555  
Attn: Richard Strickland

**CONTRACTOR**  
Aqua-Serv Engineers, Inc.  
16560 Colombard Court  
Fontana, CA 92337  
Attn: Rom Predkelis

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own

choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

**21.2** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

## **22. Insurance**

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

### **22.1 Workers' Compensation**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

### **22.2 Commercial General Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### **22.3 Vehicle Liability**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### **22.4 General Insurance Provisions - All lines**

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished***

*original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

### **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

Signature: \_\_\_\_\_

Print Name: Jeff Stone

Title: Chairman, Board of Supervisors

Dated: \_\_\_\_\_

**CONTRACTOR:**

Signature: Rom Predkelis

Print Name: Rom Predkelis

Title: General Manager

Dated: 10-22-09

FORM APPROVED COUNTY COUNSEL  
BY: Neale Kipnis DATE \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICE**

**1.0 DESCRIPTION OF SERVICES**

**1.1 Work Plan**

The CONTRACTOR shall complete the requirements of the bid specifications by utilizing a team oriented approach. The service team for the COUNTY will consist of Field Technical Representatives, Full Service Representatives, Field Service Management Staff, Field Special Delivery Services, Office Administrative Staff and Office Management Staff.

- 1.1.1 Field Technical Representatives will be the primary service representatives at each location.
1. CONTRACTOR shall have a total of 4 members of the primary service team. Each member will perform the bulk of the testing and service reporting at each location.
  2. The service team will visit each site at a periodicity required by the specification.
  3. During each visit CONTRACTOR shall perform the service required by the specification, and at a minimum consisting of:
    - a. Sample the various waters
    - b. Test each of the samples
    - c. Make any required adjustments to the feed and control equipment.
    - d. Perform inventories of the treatment chemicals
    - e. Place orders
    - f. Fill out a service report with the services teams findings, recommendations and actions taken
    - g. Deliver the service report to the COUNTY representative, and copy the CONTRACTOR Service reporting coordinator. Service reporting is in most cases, electronic, but can be hand written.
- 1.1.2 Full Service Representatives shall be the full service backup to the Field Technical Representatives.
1. CONTRACTOR shall have a total of 2 members on the backup team.
  2. As the conditions at each site warrant, the Field Technical Reps may call in the assistance of the Full Service Reps assigned to each area.
  3. CONTRACTOR full service reps are able to perform more of the hands on repair work at each site. Some of these tasks include, tower cleaning, condenser cleaning, boiler boil outs, feed and control equipment installations, rebedding sand filters, etc.
  4. CONTRACTOR shall provide service back up for vacations, illness etc.
- 1.1.3 Field Service Management Staff will consist of one (or more) personnel capable of meeting with COUNTY Management to discuss emerging service or technical issues at each of the locations.
1. Provide technical backup and consult for the field service personnel
  2. Cover for vacations and illness

3. Backs up the Office Management Staff
- 1.1.4 Special Delivery Services shall consist of a local delivery driver.
  1. CONTRACTOR shall provide one person assigned to handle the chemical deliveries and pumping of chemicals for those COUNTY locations utilizing SDS services.
  2. The delivery will be dispatched from CONTRACTORS Fontana Warehouse, and pump the chemicals INTO the chemical containments at each location.
  3. Empty drums (30 and 55 gallon) will be removed at the time of delivery
- 1.1.5 Office Administrative Staff will consist of one person, working out of CONTRACTORS Corporate Headquarters in Fontana, CA.
  1. The CONTRACTORS staff shall be responsible for gathering COUNTY Service Reports and maintaining a file on work performed on a weekly basis.
  2. Weekly, publish a listing of completed and required service visits, by site. This weekly report is routed to service personnel and management staff.
  3. CONTRACTOR management staff will use this weekly service reporting status to allocate resources to ensure that service requirements are met.
- 1.1.6 Office Management Staff shall consist of the General Manager of the CONTRACTOR.
  1. Maintain a listing, by location, of the ongoing service efforts.
  2. Quarterly issues a service results spreadsheet, showing the status of treatment issues, equipment and projects at each location. This can also be used to highlight where additional COUNTY or CONTRACTOR resources are needed to bring a location into compliance.
  3. The quarterly report may be reviewed face to face with COUNTY Management personnel at regularly scheduled management review meetings.

## **1.2 Chemicals and Maintenance Reporting Mechanisms.**

- 1.2.1 Interaction between COUNTY and CONTRACTOR:
  1. Service reporting at each site will be performed by the CONTRACTOR representative performing the service, AT THE TIME OF SERVICE.
  2. This service report can be emailed or handed to the responsible COUNTY representative at the time of service, and the results discussed in as much detail as required. Additionally, for emerging service or equipment issues that require immediate attention by COUNTY personnel, who may be off site, CONTRACTOR shall provide updates via phone and email.
  3. CONTRACTOR shall provide weekly service reports to the COUNTY staff member.
  4. CONTRACTOR shall compile a weekly service report status sheet, and forward the results to CONTRACTOR management for action.
  5. This report can be reviewed with COUNTY management on a regular basis, or at least Quarterly, as the COUNTY may decide.

## **2.0 SCOPE OF SERVICE**

### **2.1 SCOPE OF WORK**

- 2.1.1 CONTRACTOR shall provide an industrial water treatment/management program for the COUNTY for all industrial water treatment systems (including the Riverside County Regional Medical Center (RCRMC) noted as Exhibit C), which include the following:
1. All cooling towers and evaporative condensers submitted to CONTRACTOR on a COUNTY itemized list.
  2. All chilled water and heating hot water circulating systems submitted to CONTRACTOR on a COUNTY itemized list.
  3. All steam and hot water boilers, including water softener water (where installed), steam boiler feed water, boiler water, and condensate return water (where available) submitted to CONTRACTOR on a COUNTY itemized list.
  4. All Thermal Energy Storage (TES) tanks submitted to CONTRACTOR on a COUNTY itemized list.
- 2.1.2 The CONTRACTORS water treatment program shall provide chemicals designed to provide for the prevention of scale and fouling on all metal surfaces, the inhibition of corrosion and loss of system metals, and the control of biological growth in all the aforementioned systems.

### **2.2 GENERAL**

- 2.2.1 CONTRACTOR shall provide all technical support, on-site water analyses and inspections, laboratory analyses (as requested), and equipment inspections on a minimum monthly service frequency, to insure efficient heat transfer surfaces are maintained during the course of this contract. Internal chiller inspections and boiler examinations will be performed when the equipment is disassembled for annual maintenance, provided 48 hours advance notice is provided to CONTRACTOR.
- 2.2.2 All chemicals used in the treatment of the water systems will bear the name of CONTRACTOR (or the name of the manufacturer) and will prominently display the product identification number. All chemicals provided will not violate any local, State, or Federal codes and/or regulations. Products, where applicable, shall meet or exceed all EPA requirements of both the State of California and the Federal EPA and all the products will be duly registered with both agencies. CONTRACTOR shall provide all product material safety data sheets (MSDS) as required by OSHA.
- 2.2.3 CONTRACTOR shall provide technical assistance and service for new installations and work closely with contracted mechanical engineers for various projects that may occur in the future.
- 2.2.4 CONTRACTOR shall provide and maintain the following information at each facility: Product Data Sheets, Material Safety Data Sheets, and container labels for all products recommended for use in the water treatment program. FDA and USDA approval documents will be provided where applicable. All copies of monthly reports and other data shall be

- given to, or emailed to a COUNTY onsite area superintendent (per preference) for inclusion in the onsite service notebook.
- 2.2.5 All CONTRACTOR product containers are DOT approved.
  - 2.2.6 Any changes of CONTRACTOR field service personnel shall be submitted to the COUNTY prior to the changes being made.
  - 2.2.7 CONTRACTOR shall provide all current and future waste water requirements for local, State, and Federal agencies to the COUNTY.
  - 2.2.8 CONTRACTOR shall provide all employees with recurring periodic safety training courses which are mandatory to retain employment. "Safety First" is our employee's major concern.
  - 2.2.9 CONTRACTOR shall maintain continuous Worker's Compensation Insurance, as required by the state, as well as liability policies that will keep the COUNTY harmless against any or all loss, cost damage claims expense and/or liability caused by accident or injury to CONTRACTOR employees occurring in connection with the operations under this contract. Insurance Certificates will be forwarded to the COUNTY as requested on an annual basis.

### **2.3 CHEMICALS**

- 2.3.1 All CONTRACTOR chemicals used in the treatment process for the COUNTY shall meet or exceed local, State, and Federal registration requirement minimums.
- 2.3.2 All chemical products provided by CONTRACTOR, currently, or in the future shall be available in multiple (five, thirty, and fifty-five gallon liquid, and fifty pound dry compound) size containers. CONTRACTOR also has available "Hands Free Bulk Delivery" of liquid products that are metered and pumped in to permanent onsite containers. This feature eliminates both COUNTY employees and CONTRACTOR employees from handling of potentially hazardous chemicals and eliminates accidental chemical spills and the disposal of empty chemical containers. The results are fewer Workmen's Comp. injury insurance claims by COUNTY employees, and reduced product waste that is caused by the impossibility of totally emptying a pail or drum of liquid chemical product. Hands Free Bulk Delivery will be discussed in the future as it was not requested in this Request for Proposal.
- 2.3.3 All CONTRACTOR chemical products are batch dated and shipped as soon as possible after manufacturing. All CONTRACTOR chemical products are produced under the strict guidelines of ISO 9001 Certification which insures the products shall perform as specified and quality is guaranteed.
- 2.3.3 Initially, CONTRACTOR shall provide the COUNTY with a list of chemical products supplied which shall indicate the product code (number), the product description (name), the form (liquid or dry), the function (cooling tower, closed loop, boiler, biocide, etc.), along with pounds required to treat one-thousand (1,000) gallons of makeup water to the specified systems and control ranges for those systems. If product substitutions or changes are mutually agreed to regarding a particular product, the "use cost" information for that replacement product will also be submitted.

- 2.3.4 An “annual” submittal of this information should not be required as the CONTRACTOR is dealing with a static application stated by the laws of chemistry. If a price adjustment is made on any of the chemical products, an adjusted use cost will be submitted.
- 2.3.5 The following product list shall be utilized for optimum operating conditions based on geographical location, system configuration, and incoming water quality:
1. Cooling Towers:
    - a. Corrosion and scale control - CONTRACTOR. 4619 and 4911
    - b. Prevention of buildup and treatment on heat transfer surfaces - CONTRACTOR. 4211 and 4712
    - c. Operative control ranges – 4619 = 120 ppm; 4911 = 100 ppm; 4211 = 25 ppm; 4712 = 10 ppm
    - d. Control of bacteria, algae, and fungi - CONTRACTOR. 7414, 7420, 7423, and 7909
    - e. Control of oxidation – controlled by CONTRACTOR. inhibitors 4619 and 4911
    - f. Additional recommendations – above product list provides optimum protection against scaling, corrosion, silt deposition, and a broad spectrum of biological fouling organisms
  2. Steam Boiler Water Treatment:
    - a. Control of oxygen corrosion in pre-boiler and internal steam boiler water systems - CONTRACTOR. 2462 and 2465 sulfite-based oxygen scavengers
    - b. Control of iron deposits and inhibition of scale growth - CONTRACTOR. 2302 organic blend of acrylic polymer and phosphonates
    - c. Control of sludge - CONTRACTOR. 2302 polymer and sodium hydroxide content
    - d. Control of alkalinity - CONTRACTOR. 2302 sodium hydroxide content
    - e. Additional recommendations – addition of CONTRACTOR. 3446 tri-blend amine provides steam line and condensate return line protection and covers short runs, long runs, and pressure reducing stations effectively
  3. Closed Heating Hot Water and Chilled Water Systems:
    - a. Provide protection to ferrous and non-ferrous metals
      1. CONTRACTOR 8412 Closed Loop Treatment (HHW and CHW)
      2. CONTRACTOR 8664 TES Closed Loop Treatment
  4. Closed Chilled Water Systems:
    - a. Provide protection to ferrous and non-ferrous metals
      1. CONTRACTOR 8412 Closed Loop Treatment (HHW and CHW)
  5. Open Loop Chilled Water Systems:
    - a. Provide protection to ferrous and non-ferrous metals
      1. CONTRACTOR. 8664 TES Closed Loop Treatment
  6. TES Tanks:

a. CONTRACTOR. 8664 TES Closed Loop Treatment

2.3.6 Qualifying Statements/Dosage Rates per 1,000 Gallons

1. Cooling tower scale/corrosion inhibitor
  - a. CONTRACTOR. 4911 Cooling Tower Scale and Corrosion Inhibitor
    1. 100 ppm product (fed at 33 ppm to makeup at 3 cycles of concentration)
    2. 0.275 pounds per 1,000 gallons of makeup water
  - b. CONTRACTOR. 4619 Scale and Corrosion Inhibitor with Biodispersant
    1. 120 ppm product (fed at 40 ppm to makeup at 3 cycles of concentration)
    2. 0.3336 pounds per 1,000 gallons of makeup water
2. Cooling tower oxidizing biocide
  - a. CONTRACTOR. 7414 Powdered Oxidizing Biocide
    1. 0.2 lb. per 1,000 gallons
  - b. CONTRACTOR. 7909 Liquid Bromine Biocide (for high pH & auto feed)
    1. 4 oz/1,000 gallons
3. Cooling tower non-oxidizing biocide
  - a. CONTRACTOR. 7420 gluteraldehyde non-oxidizing micro-biocide
    1. 17 oz per 1,000 gallons
  - b. CONTRACTOR. 7423 isothiazolin non-oxidizing micro-biocide
    1. 19 oz per 1,000 gallons
4. Cooling tower sludge dispersant
  - a. CONTRACTOR. 4712 liquid dispersant
    1. 10 ppm to tower volume
    2. 0.0834 pounds per 1,000 gallons of cooling tower water volume
  - b. CONTRACTOR. 4211 penetrant/surfactant
    1. 25 ppm to tower volume
    2. 0.2085 pounds per 1,000 gallons of cooling tower water volume
5. Steam boiler oxygen scavenger
  - a. CONTRACTOR. 2465 liquid sulfite oxygen scavenger (neutral pH)
    1. 40 ppm/ppm O<sub>2</sub> in BFW
      - a. Using 1.0 ppm dissolved O<sub>2</sub> in feedwater requires 40 ppm
      - b. 0.3336 pounds per 1,000 gallons of feedwater
    2. 8.4 ppm/ppm residual
      - a. Using 20 ppm as the residual, requires 168 ppm
      - b. 1.40 pounds per 1,000 gallons of boiler water capacity
  - b. CONTRACTOR. 2462 liquid sulfite oxygen scavenger (low pH)
    1. 18.05 ppm/ppm O<sub>2</sub> in BFW
      - a. Using 1.0 ppm dissolved O<sub>2</sub> in feedwater requires 18.05 ppm
      - b. 0.1505 pounds per 1,000 gallons of feedwater
    2. 3.6 ppm/ppm residual
      - a. Using 20 ppm as the residual, requires 72 ppm
      - b. 0.6 pounds per 1,000 gallons of boiler water capacity

6. Steam boiler scale/corrosion inhibitor
    - a. CONTRACTOR. 2302 organic blend of acrylic polymer and phosphonate
      1. 500 ppm in boiler water
      2. At 20 cycles of concentration, 0.2085 pounds will treat 1,000 gallons of boiler water volume
      3. It would take 24.94 pounds to treat 1,000,000 pounds of steam
  7. Steam boiler iron dispersant
    - a. CONTRACTOR. 2302 combination iron and hardness sequestrant
      1. 500 ppm in boiler water
      2. At 20 cycles of concentration 0.2085 pounds will treat 1,000 gallons of boiler water volume
      3. It would take 24.94 pounds to treat 1,000,000 pounds of steam
  8. Steam boiler sludge dispersant
    - a. CONTRACTOR. 2302 polymer and sodium hydroxide disperse sludge
      1. 500 ppm in boiler water
      2. At 20 cycles of concentration 0.2085 pounds will treat 1,000 gallons of boiler water volume
      3. It would take 24.94 pounds to treat 1,000,000 pounds of steam
  9. Steam boiler steam line and condensate return neutralizer
    - a. CONTRACTOR. 3446 tri-blend amine with Morpholine, Cyclohexylamine, and Diethylaminoethanol (DEAE) for wide-range distribution throughout steam systems
      1. Fed at 0.5 ppm per ppm CO<sub>2</sub> in the steam
      2. If steam contains 1.0 ppm CO<sub>2</sub>, 0.5 ppm is required
      3. 0.5 pounds will treat 1,000,000 pounds of steam
  10. Closed system corrosion inhibitor
    - a. 8412 – Sodium Borate Nitrite closed heating and chilled water systems
      1. 10 gallons/1,000 fresh water
    - b. 8664 – Sodium nitrite/molybdate corrosion inhibitor for open chilled water and TES systems
      1. 0.5 gallons/1,000 fresh water
- 2.3.7 Description of Methods, Chemicals, and Procedures for the Following Tasks:
1. Cleaning of piping systems and heat exchangers
    - a. Systems are flushed down to raw water quality
    - b. New systems use CONTRACTOR. 5484 alkaline cleaner
      1. Removes new piping mill scale
      2. Removes new construction soldering flux
      3. Removes dirt and cutting oils
    - c. Scaled systems use CONTRACTOR. 5425 or 5420 acid cleaners depending on the severity of the scale
    - d. Appropriate chemical is added at one gallon per 100 gallons of system water
    - e. If 5425 is used, the dosage is two pounds per 5 gallons of system water
    - f. Solution is circulated depending on system temperature

- g. Closed water piping/exchangers may take up to 48 hours at 44° F
- h. Closed water piping/exchangers may take up to 24 hours at 70° F
- i. Closed water piping/exchangers may take up to 12 hours at 120° F
- j. Closed water piping/exchangers may take up to 6 hours at 180° F
- k. Chemical monitoring and pH checks are performed throughout the procedure
  - 1. System is flushed after cleaning process and immediately treated with corrosion inhibitor
- 2. De-scaling of cooling towers
  - a. Galvanized towers/evaporative condensers – CONTRACTOR. 5425 is inhibited against attacking galvanized coatings
    - 1. Cooling systems are flushed down to raw water quality prior to adding chemicals
    - 2. The lower the TDS in the system, the more solids will be dissolved in the water
    - 3. Bleed off, drains, and overflows are secured before product is added
    - 4. Scaled systems will neutralize the 5425 as the scale dissolves
    - 5. Visual observation of the surfaces to be cleaned will determine if one application was sufficient; if scale still exists, draining, flushing, and repeating the above procedure is recommended
    - 6. When complete, drain and flush the tower and add three times the normal dosage of scale/corrosion inhibitor, and put all control equipment back to normal operation
  - b. Stainless steel towers – same procedure as for above systems, but low dosages of CONTRACTOR. 5420 may be added at 5% to 10% of solution strength. Do not bring pH below 2.0 for more than 30 minutes; if this occurs, open drain to allow fresh makeup in to elevate the pH. Foaming may occur, so anti-foam may be required. If the pH of the solution stops rising for more than 15 minutes, the operation is finished. When the system is clean, drain and flush, then high-level the regular scale/corrosion inhibitor at three times the normal dosage. Return automatic control equipment to normal operation.

## 2.4 TECHNICAL SPECIFICATIONS

- 2.4.1 CONTRACTOR shall supply all specified chemicals for each job site. Application of all liquid chemicals to cooling towers will be administered by automatic control equipment. COUNTY employees will not be required to manually add liquid products to these systems. If dry compounds are mandated, CONTRACTOR personnel will add as needed on regular service visits. MSD Sheets for all products used at each location shall be prominently displayed at each application location and each storage location. All MSD Sheets for all products utilized by the COUNTY shall be on file with the Economic Development Agency Purchasing & Supply Services Division. All product containers at each site will have required labeling on each container.
- 2.4.2 Services not covered under the maintenance program will be billed at bid labor rates, (noted in Exhibit B and C). Normal rates apply from 6 AM to 6 PM on regular working days. All other times will be after hours, weekends, and holidays.

- 2.4.3 All samples for water analysis/testing will be collected by CONTRACTOR personnel at each respective site and a written report will be delivered to the appropriate County Supervisor.
1. CONTRACTOR shall supply a small scale test kit with supplies for possible follow-up by the COUNTY personnel.
- 2.4.4 All monitoring equipment and associated components, including, but not limited to monitor modules, solenoid valves and coils, pumps, tubing, fittings, receptacles, wiring, feed pumps, etc., shall be the responsibility of the COUNTY to pay for said components, and billed at bid rates. Components shall be replaced like-for-like item. All labor for repair or replacement shall be incurred by the COUNTY. Exception: Components that have been damaged due to negligence of CONTRACTOR. (i.e. chemical feed tanks empty, and pump running dry) shall fall entirely on CONTRACTOR.
- 2.4.5 CONTRACTOR normally keeps an adequate supply of repair parts on their vehicles to fulfill the requirements of these specifications.
- 2.4.6 Calibration/adjustment of chemical feed and monitoring controls shall be the responsibility of the CONTRACTOR.
- 2.4.7 Conductivity control shall be monitored either on a daily basis or until such time conductivity is under normal control.
- 2.4.8 CONTRACTOR shall be responsible to clean all probes in association with conductivity and pH control.
- 2.4.9 CONTRACTOR shall check all chemical storage tanks and refill if necessary. Maintain chemical inventory.
1. CONTRACTOR shall be responsible for removal of all empty chemical containers.
- 2.4.10 **Cooling Towers, Evaporative Condensers, and Tube and Shell Condensers**
1. Testing:
    - 1.1 CONTRACTOR shall be responsible for the analysis/testing of water for cooling towers, evaporative condensers, tube & shell condensers.
    - 1.2 CONTRACTOR shall complete accurate and precise tests and chemical calculations for proper chemical control
- Note: All control ranges must meet or exceed Manufacturers recommendations.**
2. **Treatment:**

CONTRACTOR shall be responsible for the following services for treatment of cooling towers, tube and shell condensers and evaporative condensers. CONTRACTOR shall keep on-site records readily available for County staff to review.

    - 2.1 Two compatible micro-biocides shall be used for algae and slime control to keep the system slime and algae free. This shall be an algaecide and a biocide, and shall be alternated weekly.
    - 2.2 Check chemical feed pump operation.
    - 2.3 Make adjustments and calibrate conductivity controllers.
    - 2.4 Clean conductivity and pH probes.
    - 2.5 Maintain operation of sand filter systems.
    - 2.6 Check bleed-off for proper operation, clean strainers as necessary.
    - 2.7 Check all chemical storage tanks and refill if necessary.
    - 2.8 Maintain chemical inventory. Chemical storage tanks shall not be left empty. Failure to keep tanks adequately filled shall cause County to acquire chemicals from another source and deduct costs from CONTRACTOR.'s monthly billing.

All pre-approvals shall be in writing and signed by COUNTY Deputy Director of Maintenance.

**3. Cleaning:**

- 3.1 CONTRACTOR shall make available quotes for cleaning all outer and inner surfaces of cooling towers, shell and tube condensers, and evaporative condensers, yearly if it is requested by the COUNTY. All equipment, both direct and indirect, shall be kept in a clean appearance including, but not limited to: tower sumps, condenser tubes, strainers, motors, pulleys, piping, fans, cooling media, inner and outer shells, and framework.
- 3.2 All cleaning SHALL be scheduled with an authorized representative of COUNTY Facilities Management Department (FMD). Under no circumstances shall CONTRACTOR shut down equipment for cleaning without such consent and followed by a schedule.
- 3.3 All surfaces shall be cleaned with a high pressure sprayer. The use of corrosive chemicals to remove heavy scaling or corrosion may be used but only with the consent of an authorized representative of the COUNTY.
- 3.4 Tower sumps and pans shall not contain more than 1/8" of silt or other debris or clean all sump strainers, spray nozzles, and any other tower water distribution devices. Also clean any sensors associated with water treatment system.
- 3.5 Calibrate all control equipment with standards.

**4. Frequency:**

- 4.1 Testing: Once per week, or as necessary.
- 4.2 Treatment: Once per week, or as necessary.
- 4.3 Cleaning: Quarterly or as needed. Site shall be kept clean. Equipment appearance must be neat and clean.

**2.4.11 Closed Loop**

**1. Testing:**

CONTRACTOR shall provide all water analyses required by the County

**2. Treatment:**

CONTRACTOR shall be responsible for the following services regarding water treatment of closed loop systems:

- 2.1 Adding chemicals to pot feeders.
- 2.2 Cleaning of systems as necessary, or if determined by COUNTY, or its authorized agent.
- 2.3 Check filters, and clean or replace if necessary. Filters, if replaced, shall be borne by CONTRACTOR.

**3. Cleaning:**

CONTRACTOR shall be responsible for cleaning all loop systems as needed.

CONTRACTOR shall be responsible for:

- 3.1 Flushing of entire system, as deemed necessary by CONTRACTOR or the COUNTY.
- 3.2 Adding of chemicals.

**4. Frequency:**

- 4.1 Testing: Monthly
- 4.2 Treatment: As needed

**Note: If water loss is noted, system shall be tested and treated monthly until system is in control.**

**2.4.12 Open Loops**

CONTRACTOR shall provide required chemicals needed to protect ferrous and non-ferrous metals.

**2.4.13 Boilers, Stem Lines, Condensate Return Systems, Feed Water Tanks:**

**Note: All boilers are soft water fed.**

1. Boilers and boiler cleanings shall be a part of this Contract. CONTRACTOR shall supply a water-side evaluation (submitted to FMD) upon annual shut-down and cleaning of each boiler with subsequent written report as to their findings. Water treatment/conditioning to the boiler shall be CONTRACTORS responsibility.
2. **Testing:**
  - 2.1 CONTRACTOR shall be responsible to provide results and monitor boilers, steam lines, condensate return systems, and feed water tanks.
  - 2.2 CONTRACTOR shall complete accurate and precise tests and chemical calculations for proper chemical control.
3. **Treatment:**

CONTRACTOR shall be responsible for the following water treatment services regarding boilers, steam lines, condensate return systems, and feed water tanks:

  - 3.1 CONTRACTOR shall check all chemical storage tanks and refill if necessary. Maintain chemical inventory. Chemical storage tanks shall not be left empty. Failure to keep tanks adequately filled shall cause COUNTY to acquire chemicals from another source and deduct costs from CONTRACTOR monthly billing.
  - 3.2 CONTRACTOR shall check chemical feed pumps for operation.
  - 3.3 All boiler functions shall be the responsibility of the COUNTY.
4. **Frequency:**
  - 4.1 Analysis/Testing: Once per week, or as required for proper control.
  - 4.2 Treatment: Continuous for proper control.
  - 4.3 Surface bleed-off: Conductivity control, until TDS is within limits.
  - 4.4 CONTRACTOR shall provide a written chemical equipment inspection and assessment report (with each visit) to avoid any equipment failure. The written report shall contain information of chemical tests, appearance of scaling, corrosion, or any other problems found. This report shall be sent to COUNTY the same day the inspection / assessment is made.

**2.4.14 TES Tanks / Thermal Energy Storage Tanks**

**2.5 SPECIAL REQUIREMENTS/CONDITIONS**

- 2.5.1 At the commencement of the agreement CONTRACTOR shall assess systems and report to COUNTY personnel of the initial base line of systems. CONTRACTOR is not responsible for equipment turn over that does not meet performance criteria due to scaling, microbiological build up, and corrosion using the base line assessment at the startup of this agreement. CONTRACTOR shall be responsible for repair and or replacement of any HVAC equipment that has been damaged due to CONTRACTOR neglect to perform the specifications herein. This shall include but not limited to failure to provide scheduled testing/treatment as specified, improper proportions of chemicals, incorrect types of chemicals, which, due to neglect, have deteriorated or caused damage to said equipment

- wherein repair and/or replacement of equipment is required to bring system up to normal operating standards.
- 2.5.2 CONTRACTORS staff utilized to perform the specifications of this agreement shall be trained in the proper use and/or accidental spillage of chemicals pursuant to OSHA directives 1910.1200 of the Hazardous Communication Standards.
- 2.5.3 MSD sheets required at each COUNTY site where chemicals are stored or used. All chemical containment vessels will be labeled and identified. CONTRACTOR shall be responsible to ensure all sites have MSDS sheets displayed in a readily available location. MSD sheets on all chemicals used shall be submitted by CONTRACTOR to the COUNTY prior to award.
- 2.5.4 In the event the work performance of CONTRACTOR is not satisfactory, CONTRACTOR shall be notified and be given twenty-four (24) hours to correct the work. Labor for all rework shall be at no cost to the COUNTY.
- 2.5.5 CONTRACTOR shall supply all tools, chemicals, equipment, and parts needed to perform the requirements of this agreement.
- 2.5.6 **REPORTS:** CONTRACTOR shall provide a monthly report of all test results and treatment provided (i.e. amounts added, repairs made/needed, parts used, etc.) to an on-site Superintendent, and/or a County Engineer. If site does not have any of these personnel, report shall be submitted to COUNTY (list supplied prior to award).
- 2.5.7 CONTRACTOR shall also supply a statement of any and all unusual or undesirable conditions which, in CONTRACTOR.'s opinion, could or could tend to detract from the system performing according to design specifications.**
- 2.5.8 CONTRACTOR shall have a full time engineering and management personnel for the proper monitoring and implementation of the program. In addition, CONTRACTOR shall conduct training and provide printed materials, covering all aspects of boiler, and cooling water treatment and systems to appropriate County personnel.
- 2.5.9 CONTRACTOR shall provide on-site training to all engineering and management personnel for the proper monitoring and implementation of the program.
- 2.5.10 **Testing:** All test equipment, reagents, operating limitations, log sheets, and test procedures shall be equal to and compatible with existing monitoring, and control equipment, reagents, log sheets and procedures.
- 2.5.11 Delivery of Materials: Deliveries shall include all COUNTY locations.
1. Emergency shipments shall be made within twenty-four (24) hours of order.
  2. Storage of on-site chemicals must meet or exceed all Local, State and Federal guidelines.
  3. All materials delivered shall be FOB Destination
- Note: it is the desire of the COUNTY to phase out and replace all Acid Based chemicals and where found the CONTRACTOR shall recommend suitable replacement(s).**
- 2.5.12 LOG BOOK AT EACH SITE: Each site shall have a posted log book wherein the technical staff will enter the date and what inspections/test occurred along with his/her signature. These log books shall be inspected and verified by COUNTY staff. Each log book shall have current MSD sheets attached.
- 2.5.13 QUARTERLY MEETINGS: CONTRACTOR shall be required to meet with COUNTY staff every quarter to discuss contract performance and any other concerns.

**EXHIBIT B  
PAYMENT PROVISIONS  
ECONOMIC DEVELOPMENT AGENCY  
COUNTY WIDE**

**Full Service:** County understands Full Service as the Contractor is responsible for all aspects of treating the water as to a level of non-corrosiveness to allow the equipments longevity and proper functioning for minimum down time of (two hours). The cost includes all sites for **chemicals and treatment for a full year.**

Some examples of Full Service include but not limited to: Chemical deliveries to the containments, with empty drum removal, Test equipment and Reagents included, Add chemicals to all TES, closed loops, cooling towers, and steam boilers, Repair feed and control equipment - all at no extra cost to the County (included in the billing), or paid by County as a separate cost needed, and Double-walled containments supplied by Contractor. Full service is a minimum of once a week visits to the sites. All sites requiring Full Service are noted in Exhibit D as Full Services.

**Full Service -** \$ 136,178

**Technical Service:** County understands Technical Service as the Contractor is responsible for all aspects of treating the water as to a level of non-corrosiveness to allow the equipments longevity and proper functioning for minimum down time of (two hours). The cost includes all sites for chemicals and treatment as a full year, treated cost per 1,000 gallons for Cooling water, Closed Loop, and TES applications and cost per 1,000,000 lbs of steam for Steam Boiler water applications with minimum visits to each site of once a month.

Some examples of Technical Service include but not limited to: Chemical deliveries to the containments, with empty drum removal, Test equipment and Reagents included, Add chemicals to all TES, closed loops, cooling towers, and steam boilers, Repair feed and control equipment - all at no extra cost to the County (included in the billing), or paid by County as a separate cost needed, and Double-walled containments supplied by Contractor.

**Cost per 1000 gallons / Cooling Water** \$ 0.38

**Cost per 1000 gallons / Closed Loop** \$ 27.52

**Cost per 1000 gallons / TES Applications** \$ 69.08

**Cost per 1,000,000 lbs / Steam Boiler Applications** \$ N/A

**EXHIBIT B (cont')  
PAYMENT PROVISIONS  
ECONOMIC DEVELOPMENT AGENCY  
COUNTY WIDE**

**Blend of Full Service and Technical Service:** County understands Full and Technical Service as the Contractor is responsible for all aspects of treating the water as to a level of non-corrosiveness to allow the equipments longevity and proper functioning for minimum down time of (two hours). The cost includes all sites not labeled as FULL SERVICE on Exhibit D for **chemicals and treatment for a full year** with minimum visits to each site of once a month at a treated cost per 1,000 gallons for Cooling water, Closed Loop, and TES applications and cost per 1,000,000 lbs of steam for Steam Boiler water applications. Sites requiring Full Service as labeled on Exhibit D includes all **chemicals and treatment for a full year**.

Some examples of Full and Technical Service include but not limited to: Chemical deliveries to the containments, with empty drum removal, Test equipment and Reagents included, Add chemicals to all TES, closed loops, cooling towers, and steam boilers, Repair feed and control equipment - all at no extra cost to the County (included in the billing), or paid by County as a separate cost needed, and Double-walled containments supplied by Contractor. Technical

<b>Full service / Technical Service</b>	<b>\$ 136,178</b>
<b>Cost per 1000 gallons / Cooling Water</b>	<b>\$ 0.38</b>
<b>Cost per 1000 gallons / Closed Loop</b>	<b>\$ 27.52</b>
<b>Cost per 1000 gallons / TES Applications</b>	<b>\$ 69.08</b>
<b>Cost per 1,000,000 lbs / Steam Boiler Applications</b>	<b>\$ N/A</b>

**Billing Rates**

Normal Working Hours (6 AM to 6 PM)	<b>\$ 65.00 per hour</b>
After Hours, Weekends, Holidays	<b>\$ 120.00 per hour</b>

**EXHIBIT C**  
**PAYMENT PROVISIONS**  
**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**  
**CHEMICALS AND WATER TREATMENT FOR**  
**THERMAL ENERGY STORAGE SYSTEM**

Initial Chemicals and Water Treatment for Thermal Energy Storage	<b><u>\$ 82,896</u></b>
Semi-Annual Testing and Water Treatment	<b><u>\$ Included</u></b>

Initial Chemicals And Water Treatment For Thermal Energy Storage Includes:

- Chemical delivery
- Semi-annual testing. Water treatment is only necessary if water loss occurs.
- Cost is \$ 69.08 per 1,000 gallons or make-up.
- 24,000 lbs aqua-serv product 8666 tri-blend corrosion inhibitor.
- 1,500 lbs. Non-oxidizing / non-foaming / no biocide.
- Delivery, application, container removal.
- Aquatrac instruments model M2T conductivity controller to monitor system status.
- Training in-service, service notebooks, MSDS notebook.
- 5 year service agreement / 60 monthly on-site services to test system for product levels, corrosion analysis of soluble iron, soluble copper, P.H.
- Install corrosion coupon rack.
- Provide initial 30, 60, and 90 day metal coupon analysis for product performance, documentation and MPY loss.
- To provide  $\pm$  150 PPM Molybdate,  $\pm$  150 PPM nitrate,  $\pm$  5 PPM Toltriazole.
- To provide  $\pm$  250 PPM 1.5% active Biocide.

**Exhibit D  
 Sites**

<b>Bldg #</b>	<b>Bldg Name</b>	<b>Address</b>	<b>1st and 2nd Contact</b>	<b>Notes:</b>
CR 403	County Administrative Center	505 S Buena Vista Ave Corona	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	Hot Water (1), Cold Water (1)
HM 601	County Admin Center Bldg-A	880 N State St Hemet	Manny Moran 951-901-5943 Ward Pratt 951-840-8836	Hot Water (1), CH (1)
IN 701	County Admin Center	82-675 Highway 111 Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	<b>FULL SERVICE</b> Cooling Tower (2), Hot Water (1), Chill Water (1), Thermal Expansion System (1)
IN 702	Sheriff/Jail	46-057 Oasis St Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	Hot Water (1)
IN 703	Superior Courts Court Rooms 1 A & 1B Pre-Trial Svcs/Probate	82675 Highway 111 Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	Cooling Tower (1)
IN 704	Superior Courts Court Rooms 1 C & 1 D	82675 Highway 111 Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	Hot Water (1)
IN 708	Desert Community Mental Health Center	82-485 Miles Ave Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	<b>FULL SERVICE</b> Hot Water (1), Cold Water (1), Cooling Tower (2)
IN 717	Health Clinic	47-923 Oasis St Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	Hot Water (1)
IN 719	CHA Mental Health Outpatient	47825 Oasis St Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	Hot Water (1)
IN 720	Central Plant/ Facilities Management	47919 Oasis St Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	<b>FULL SERVICE</b> Chill Water (1), Cooling Tower (2)
IN 721	McCandless Library	200 Civic Center Mall Indio	Adam Servin 760-250-8312 Steve Selbert 760-250-9850	<b>FULL SERVICE</b> Cooling Water (1), Hot Water (1)
IN 735	Monroe Park Workforce Development Center	44199 Monroe St Indio	Andy Luna 760-578-4478 Steve Selbert 760-250-9850	<b>FULL SERVICE</b> Cooling Tower (2), Hot Water (1)
MU 1307	SWJC Central Plant	30755 Auld Rd Murrieta	Brad Moore 951-906-9684 Ward Pratt 951-840-8836	<b>FULL SERVICE</b> Cooling Tower (3), Thermal Expansion System (1), Hot Water (1), Chiller (1)
MV 1204	Sheriff's MV 3403	16791 Davis Ave Moreno Valley	Terry Anderson 951-840-8841 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (1), Hot Water (1), Cold Water (1)

<b>Bldg #</b>	<b>Bldg Name</b>	<b>Address</b>	<b>1st and 2nd Contact</b>	<b>NOTES</b>
MV 1206	Sheriff Training Center MV 3417	16958 Bundy Ave Moreno Valley	Terry Anderson 951-840-8841 Ross Rither 951-840-8834	Chiller (1), Hot Water (1)
MV 1209	Sheriff Training Center MV 3408	16902 Bundy Ave Moreno Valley	Terry Anderson 951-840-8841 Ross Rither 951-840-8834	Closed Loops (2)
PD 2202 was PD001	Sheriff's Station	73520 Fred Waring Palm Desert	Andy Luna 760-578-4478 Steve Selbert 760-250-9850	<b>FULL SERVICE</b> Thermal Expansion System (1), Evap Cond (2), Chiller (1), Hot Water (1)
PG 1101	County Admin Center	3255 E Tahquitz Canyon Palm Springs	Andy Luna 760-578-4478 Steve Selbert 760-250-9850	<b>FULL SERVICE</b> Hot Water (1), Cold Water (1), Cooling Tower (2)
PR 807	Perris Library	163 San Jacinto Perris	Kevin Short 951-906-9978 Ross Rither 951-840-8834	Hot Water (1),
PR 808	Sheriff/Coroner	800 S Redlands Ave Perris	Kevin Short 951-906-9978 Ross Rither 951-840-8834	Hot Water (1), Cold Water (1), Evaps (3)
RV 901	Historic House	4050 Main St Riverside	Art Fong 951-906-9977 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (3), Hot Water (1), Cooling Tower (1)
RV 902	OLD JAIL	3609 11th Street Riverside	Art Fong 951-906-9977 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (1), Chiller (1), Hot Water (1)
RV 904	Criminal Justice Bldg	4095 Lemon St Riverside	Art Fong 951-906-9977 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (1), Hot Water (1), Chiller (1)
RV 905	County Admin Center	4080 Lemon St Riverside	Gilbert Montanez 951-782-0674 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (3), Chiller (2), Cold Water (2)
RV 906	Economic Development Agency	3525 14th St Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	Hot Water (1), Chiller (1)
RV 908	Communications/911 Center	7195 Alessandro Blvd Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (1), Hot Water (2), Cold Water (2)
RV 914	Presley Detention Center	4000 Orange St Riverside	Art Fong 951-906-9977 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (1), Hot Water (1), Chill Water (1)
RV 917	DPSS Client Services	10281 Kidd St Riverside	Ross Rither 951-840-8834	Hot Water (1)
RV 919	Mental Health Treatment Facility	4095 County Circle Dr Riverside	Ross Rither 951-840-8834	Hot Water (1)
RV 920	Mental Health Admin	4095 County Circle Dr Riverside	Ross Rither 951-840-8834	Hot Water (1)

Bldg #	Bldg Name	Address	1st and 2nd Contact	NOTES
RV 921	DPSS Admin	4060 County Circle Dr Riverside	Ross Rither 951-840-8834	Hot Water (1)
RV 922	Public Health Admin	4065 County Circle Dr Riverside	Ross Rither 951-840-8834	Hot Water (1)
RV 924	Central Plant	4090 County Circle Dr Riverside	Ross Rither 951-840-8834	<b>FULL SERVICE</b> Thermal Expansion System (1), Cooling Tower (1)
RV 925	Facilities Management	3133 Mission Inn Ave Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (1), Chiller (1), Hot Water (1)
RV 927	Riverside Neighborhood Health Clinic	7140 Indiana Ave Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	Cold Water (1), Hot Water (1)
RV 931	Helicon/Highlander (probation dept)	10001 County Farm Riverside	Ross Rither 951-840-8834	Hot Water (1), Cold Water (1)
RV 944	Law Library	3535 10th St Riverside	Gilbert Montanez 951-782-0674 Ross Rither 951-840-8834	Hot Water (1), Cold Water (1)
RV 958	Purchasing/Fleet Service	2980 Washington St Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	Hot Water (1), Cold Water (1)
RV 967	Reynolds/DPSS	3950 Reynolds Rd Riverside	Ross Rither 951-840-8834	<b>FULL SERVICE</b> Hot Water (1), Cold Water (1), Cooling Tower (1)
RV 971	Juvenile Probation	9889 County Farm Rd Riverside	Ross Rither 951-840-8834	Chill Water (1), Hot Water (1)
RV 990	Library/DPSS	3021 Franklin St Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Evap Conditioner (1), Conditioner (1), Chill Water (1), Hot Water (1)
RV 996	District Attorney Building <b>Maintenance Only</b>	4075 Main St Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	Chill Water (1)
RV 1001	Bankruptcy Court	3420 12th St Riverside	Gilbert Montanez 951-782-0674 Ross Rither 951-840-8834	Hot Water (1)
RV 1003	US District Court	3470 12th St Riverside	Gilbert Montanez 951-782-0674 Ross Rither 951-840-8834	Hot Water (1)
RV 1017	Public Defender	4200 Orange St Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (1), Chill Water (1), Hot Water
RV 1045	Risk Management CNTR #B	3499 10th St Riverside	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	Chill Water (1), Hot Water (1)

<b>Bldg #</b>	<b>Bldg Name</b>	<b>Address</b>	<b>1st and 2nd Contact</b>	<b>NOTES</b>
RX 5006 was RV 960	Sheriff's Admin	1500 Castellano Rd Rubidoux	Robert Johnson 951-368-7901 Ross Rither 951-840-8834	<b>FULL SERVICE</b> Cooling Tower (1), Hot Water (1),
SJ 1403	Animal Shelter	North of 7th St San Jacinto	Manny Moran 951-901-5943 Ward Pratt 951-840-8836	TBA
TM 1501	County Administration Center-A	41002 County Center Temecula	Manny Moran 951-901-5943 Ward Pratt 951-840-8836	Hot Water (1)
TM 1502	County Administration Center-B	41002 County Center Temecula	Manny Moran 951-901-5943 Ward Pratt 951-840-8836	<b>FULL SERVICE</b> Hot Water (1), Chill Water (1), Cooling Tower (1)
TM 1503	County Administration Center-C	41002 County Center Temecula	Manny Moran 951-901-5943 Ward Pratt 951-840-8836	Hot Water (1)
MV 1212	Riverside County Regional Medical Center	26520 Cactus Ave Moreno Valley	Gabriel Garcia 951-486-4075 Gabriel Garcia 951-486-4075	<b>FULL SERVICE</b> Thermal Expansion System (1), Cooling Tower (1), Chill Water (1), Hot Water (1)

Red= N/A  
 Orange = South West Region  
 Light Blue = Western Region  
 Green = Eastern Region

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
2/21/2009

PRODUCER (317)464-5000 FAX: (317)464-5001  
 McGowan Insurance Group, Inc.  
 10 West Market Street  
 Suite 1850  
 Indianapolis IN 46204-2972

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Harpure Enterprises Inc. dba Aqua-Serv  
 Chemicals Inc.  
 13560 Colombard Court  
 Fontana CA 92337

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Indian Harbor Ins Co	
INSURER B: Greenwich	
INSURER C: USF&G	
INSURER D: Redwood Fire & Casualty	
INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GEC0023097	5/31/2008	5/9/2009	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP as required	AEC0023098  \$1,000 Deductible Each Comprehensive & Collision	5/31/2008	5/9/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	UEC0023099	5/31/2008	5/9/2009	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Redwood W75307733 USF&G D284W00429	5/9/2008	5/9/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	OTHER Pollution & Remediation Legal Liability	PEC0023100	5/31/2008	5/9/2009	Limit \$3,000,000 Retention \$25,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Blanket Additional Insured, Forms CG2033, CG 2015 (Vendor) and CG2034 applies to General Liability. Blanket Waiver of Subrogation on GL & Umbrella applies on CG 2404. Blanket Additional Insured on Auto Form AUTO133. Blanket Waiver of Subrogation on Auto & Workers Compensation AUTO 144. Primary & Non-Contributory wording applies.

**CERTIFICATE HOLDER**  
 County of Riverside  
 2980 Washington St  
 Riverside, CA 92504-4647

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Michael Highum

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule

above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the

rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
    - a. 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
    - b. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – VENDORS

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) (Vendor)	Your Products
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Chemical Related Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its

employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Sub-paragraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to

make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.