

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

851



FROM: Economic Development Agency/ Facilities Management

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Approve the Agreement with Southern California Boiler for Gas-Fired Equipment Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the attached service agreement between the County of Riverside and Southern California Boiler in the annual amount of \$330,120; and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
2. Authorize County Purchasing to sign amendments and exercise the option to renew annually for up to four additional one-year periods, with increases that do not exceed the annual Consumer Price Index (CPI) rates; in accordance with applicable board policies.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 330,120	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Maintenance Internal Service Funds (ISF)

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: September 13, 2011
EDA, Auditor, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

11 AUG 27 5:02 PM '11
COUNTY OF RIVERSIDE
CLERK OF THE BOARD

Prev. Agn. Ref.: N/A

District: ALL

Agenda Number

3.47

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 DATE: 8/24/11
 Departmental Concurrence
 SAMUEL WONG

FORM APPROVED COUNTY COUNCIL
 BY: NEAL R. KIPNIS
 DATE:

Dept's Recomm.: Consent
 Per Exec. Ofc.: Consent
 Policy: Policy

BACKGROUND:

Facilities throughout the county require gas-fired equipment for heating, air conditioning and hot water. This equipment requires a certified gas-fired company to provide all labor and materials necessary to perform the required inspections and repairs per South Coast Air Quality Management District (AQMD) rules.

County Purchasing released a Request for Proposal (RFP) FMARC-138, soliciting proposals for gas-fired equipment services to meet AQMD compliance on behalf of the County of Riverside Economic Development Agency (EDA). The RFP was sent to five potential bidders and was advertised on the Purchasing web site. A total of two bid responses were received, with one from Southern California Boiler in the amount of \$330,120 and the other from R.F. MacDonald in the amount of \$544,300.

The two proposals were reviewed by the evaluation team consisting of County Purchasing, EDA Project Management Office, and EDA Facilities Management. Each bid response was evaluated based on the criteria set forth in the RFP: overall responsiveness, bidders experience and ability, overall cost, technical capability, licenses, permits and certifications. It was determined by the evaluation team that Southern California Boiler was the most responsive and responsible bidder. The EDA recommends that the Board award the service agreement to Southern California Boiler in the amount of \$330,120. Purchasing and County Counsel concurs with this request.

All costs associated with this project will be fully funded through the Internal Service Fund, thus no county costs will be incurred.

SERVICE AGREEMENT

for

**BOILERS – GAS FIRED EQUIPMENT / ANALYZING,
TUNE-UP, AND SOURCE TESTING SERVICES**

between

COUNTY OF RIVERSIDE

and

SOUTHERN CALIFORNIA BOILER



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance.....	3
3. Compensation.....	3-5
4. Alteration or Changes to the Agreement	5
5. Termination.....	5-6
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor.....	6
8. Inspection of Service: Quality Control/Assurance	6-7
9. Independent Contractor	7
10. Subcontract for Work or Services	8
11. Disputes	8
12. Licensing and Permits	8
13. Use by Other Political Entities.....	8-9
14. Non-Discrimination	9
15. Records and Documents	9
16. Confidentiality	9-10
17. Administration/Contract Liaison.....	10
18. Notices	10
19. Force Majeure	10
20. EDD Reporting Requirements.....	10-11
21. Hold Harmless/Indemnification	11-12
22. Insurance	12-14
23. General	14-16
Exhibit A-Scope of Service	17-30
Exhibit B- Payment Provisions.....	31-36

This Agreement, made and entered into this ____ day of _____, 2011, by and between Southern California Boiler, (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 fourteen (14) pages at the prices stated in Exhibit B, Payment Provisions, consisting of six (6) pages.

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. 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 _____ 2012, 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, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed (\$330,120.00) three hundred thirty thousand, one hundred and twenty dollars annually including all expenses. 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, 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 Unarmed Security Guard Service 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 twenty (20) days for a prompt payment discount of 1% or thirty (30) working days (no prompt payment discount) 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:

Economic Development Agency / Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507-4199
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; building number and location address of site where services are rendered, Blanket Purchase order number, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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, 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 is the only authorized COUNTY representatives who may at any time, by written order, alter 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 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.

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 / Facilities Management
3133 Mission Inn Ave.
Riverside, CA 92501
ATTN: Joseph Angelone

CONTRACTOR

Southern California Boiler
5331 Business Drive
Huntington Beach, CA 92649
ATTN: Rich Winfield

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.

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 (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services 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 or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their 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 to Indemnitees as set forth herein.

21.2 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 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 Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 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 coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 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.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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.

22.4 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 the COUNTY as Additional Insureds.

22.5 General Insurance Provisions - All lines:

1) 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention 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 County'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.

3) 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, and 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 and if requested, certified original 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.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance 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.

5) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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: Bob Buster

Print Name: Bob Buster

Title: Chairman, Board of Supervisors

Dated: SEP 13 2011

CONTRACTOR:

Signature: John Clarkson

Print Name: John Clarkson

Title: Vice President

Dated: 7/8/2011

ATTEST:

KECIA HARPER-IHEM, Clerk

By Kull Buster
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE

EXHIBIT A SCOPE OF SERVICE

1.0 PURPOSE

The purpose is to provide the services of Boiler tune-ups, analyzing and source testing of gas fired equipment per South Coast AQMD Rules 1146, 1146.1 and 1146.2. The Contractor shall furnish all labor, material, software, equipment and any other services necessary to complete the required inspections for the gas fired equipment as described in Section 2.0, Scope of Services. (Equipment Noted in; Exhibits A, AQMD Boiler Emissions Standards, Boiler Size – Manufactures Names, and Boiler Inventory).

Complete cooperation between the Contractor and the County is necessary to expedite the implementation of these services to ensure the County remains compliant with the South Coast AQMD regulations. No portion of the work shall begin without the contractor(s) giving notice and obtaining approval from the County.

2.0 SCOPE OF SERVICE

Contractor shall provide:

Tune-ups, analyzing and source testing for gas fired equipment per South Coast AQMD Rule 1146, 1146.1 and 1146.2. Scope of services shall include, but not be limited to the following.

2.1 Inventory

- 1) Initial gas fired equipment inventory (noted as Exhibits A) shall be verified; an annual updated inventory report shall be submitted to the Environmental Compliance Unit.
- 2) As new buildings are added to the County portfolio, the gas-fired equipment shall be added to this inventory.
- 3) As buildings are subtracted from the County portfolio, the gas-fired equipment shall be subtracted from this inventory.
- 4) As equipment is replaced in the current County portfolio, the old equipment shall be subtracted from the inventory; the new equipment shall be added to the inventory.
- 5) As equipment is added to current County portfolio, the equipment shall be added to the inventory.
- 6) As equipment is removed from current County portfolio, the equipment shall be subtracted from the inventory.

2.2 Tune-Ups – Shall be performed every six months for equipment greater than or equal to 400,000 MMBTU, or annually for equipment less than 400,000 MMBTU.

- 1) Verify the facility shall be provided an adequate system load to allow for full power tuning of the equipment and burner.
- 2) Inspect burners, tighten and lubricate all linkages.
- 3) Check and replace worn linkage ball joints, as needed.
- 4) Clean air damper and install clean air filter.
- 5) Inspect pilot and adjust ignition electrode arc gap.
- 6) Tune and adjust burner on natural gas using electronic analyzer to achieve lowest combustion emissions and maximum efficiency.
- 7) Tune up to be performed per SCAQMD rule 1146, 1146.1 and 1146.2.
- 8) Report on overall condition of equipment.

- 9) Leave work area clean.
- 10) A copy of the tune-up reports, as required, shall be maintained on site and the original paperwork shall be forwarded to the Environmental Compliance Unit.

2.3 Analyzing

- 1) Rule 1146 - Equipment with rated heat input capacity greater than or equal to 5 MMBTU per hour. The following is a sample list of requirements for equipment subject to Rule 1146 (refer to Rule 1146 for the complete requirements).
 - a) Conduct emissions monitoring for oxides of nitrogen, (NO_x, including NO and NO₂), carbon monoxide (CO), and oxygen (O₂) at least monthly or every 750 operating hours, whichever comes later.
 - b) If the unit is in compliance for three consecutive emissions checks, without any adjustments to the oxygen sensor set points, then the unit may be checked quarterly or every 2,000 unit operating hours, whichever comes later. If a check finds excessive emissions, then the schedule shall revert back to the monthly schedule.
 - c) All checks shall be made in the "as-found" operating condition, except that no compliance determination shall be made during start-up, shutdown, or breakdown conditions. Compliance determination shall be conducted at least 250 operating hours, or at least 30 days subsequent to the tuning or servicing of the unit, unless it is an unscheduled repair.
 - d) The periodic monitoring shall be conducted as following the protocol produced by SCAQMD, "Combustion Gas Periodic Monitoring Protocol for the Periodic Monitoring of Nitrogen Oxides, Carbon Monoxide, and Oxygen from Combustion Sources Subject to Rules 1110.2, 1146, and 1146.1", dated May 1, 2009 or subsequent.
 - e) The instrument used for the periodic monitoring shall be certified under the EPA Environmental Verification Technology (ETV) Program.
 - f) The analyzer shall be able to simultaneously measure nitrous oxide (NO), nitrogen dioxide (NO₂), carbon monoxide (CO) and oxygen (O₂) concentrations.
 - g) The results shall be logged using data acquisition software (DAS). The data shall be collected at 15-second intervals for 15 minutes.
 - h) All tests shall be completed per the periodic monitoring protocol. Once the test starts, it shall be completed and the results recorded.
 - i) After the conclusion of the test, the contractor shall provide uncorrected and corrected results to SCAQMD and the Environmental Compliance Unit within 10 days (assuming no failure was recorded during the 10-day period) on SCAQMD Form 3B or equivalent form.
 - j) If the emission check documents excessive emissions that result in a violation of the rule or permit conditions, the problem shall be corrected and a follow up test conducted within 72 hours from the time the contractor knew of excessive emissions. The Environmental Compliance Unit shall be notified immediately by the contractor and SCAQMD shall be notified, by the contractor, as required.
 - k) The annual calibration such as linearity, stability and interference checks shall be performed following the SCAQMD Combustion Gas Periodic Monitoring Protocol. Proof of annual calibrations shall be submitted to the SCAQMD, as required. If the electrochemical cells are replaced, then these shall be documented and proof of re-calibrations shall be submitted to SCAQMD, as required. The tester shall keep an analyzer maintenance log. The annual calibrations shall be documented using SCAQMD published forms.

- l) The periodic calibrations shall be performed following the procedure specified in the SCAQMD Combustion Gas Periodic Monitoring Protocol. Following the test, the post calibrations shall be performed within 10 days of the pre-calibrations. The results of these calibrations shall be documented on the appropriate SCAQMD published forms.
 - m) If the emission check shows non-compliance or the results fall within 5% of the permit limit, the post calibration test shall be performed per SCAQMD requirements.
 - n) The calibration gases used for calibration shall be certified per G-1 or G-2 procedure or meet NIST traceability.
 - o) The CO and NO calibration span gas concentrations shall be selected so as to fall within the analytical range of the CO and NO electrochemical cells, and between 100 and 150% of the units CO and NOx emission concentration limits at actual stack conditions.
 - p) The NO2 gas used for calibration is not required to be less than 30 ppm.
 - q) The Contractor shall collect the equipment operating data during the emissions monitoring. The operating data shall be presented in the SCAQMD Form 3B.
 - r) All records identified in Rule 1146 and the protocol related to periodic monitoring including emission results, calibration data, and analyzer maintenance logs shall be stored, by the contractor(s), for 24 months and made available upon request to SCAQMD and copies sent to the Environmental Compliance Unit.
 - s) All reports identified in Rule 1146 and the protocol related to periodic monitoring shall be submitted to SCAQMD as required.
 - t) A copy of the monthly and/or quarterly reporting, as required, shall be maintained on site and all original paperwork will be forwarded to the Environmental Compliance Unit.
- 2) Rule 1146.1 - Equipment with rated heat input capacity of greater than 2 MMBTU per hour and less than 5 MMBTU per hour. The following is a sample list of requirements for equipment subject to Rule 1146.1 (refer to Rule 1146.1 for the complete requirements).
- a) Conduct emissions monitoring for oxides of nitrogen, (NO_x, including NO and NO₂), carbon monoxide (CO), and oxygen (O₂) quarterly or every 2,000 operating hours, whichever comes later.
 - b) If the unit is in compliance for four consecutive required emission checks, without any adjustments to the oxygen sensor set points, then the unit may be checked semi-annually or every 4,000 unit operating hours, whichever comes later. If a check finds excessive emissions, then the schedule will revert back to the monthly schedule.
 - c) All checks shall be made in the "as-found" operating condition, except that no compliance determination shall be made during start-up, shutdown, or breakdown conditions. Compliance determination shall be conducted at least 250 operating hours, or at least 30 days subsequent to the tuning or servicing of the unit, unless it is an unscheduled repair.
 - d) The periodic monitoring shall be conducted following the protocol produced by SCAQMD, "Combustion Gas Periodic Monitoring Protocol for the Periodic Monitoring of Nitrogen Oxides, Carbon Monoxide, and Oxygen from Combustion Sources Subject to Rules 1110.2, 1146, and 1146.1", dated May 1, 2009 or subsequent.
 - e) The instrument used for the periodic monitoring shall be certified under the EPA Environmental Verification Technology (ETV) Program.
 - f) The analyzer shall be able to simultaneously measure nitrous oxide (NO), nitrogen dioxide (NO₂), carbon monoxide (CO) and oxygen (O₂) concentrations.
 - g) The results shall be logged using data acquisition software (DAS). The data shall be collected at 15-second intervals for 15 minutes.

- h) All tests shall be completed per the periodic monitoring protocol. Once the test starts, they shall be completed and the results recorded.
 - i) After the conclusion of the test, the contractor shall provide uncorrected and corrected results to SCAQMD and the Environmental Compliance Unit within 10 days (assuming no failure was recorded during the 10-day period) on SCAQMD Form 3B or equivalent form.
 - j) If the emission check documents excessive emissions that result in a violation of the rule or permit conditions, the problem shall be corrected and a follow up test conducted within 72 hours from the time the contractor knew of excessive emissions. The Environmental Compliance Unit will be notified immediately and SCAQMD shall be notified, by the contractor, as required.
 - k) The annual calibration such as linearity, stability and interference checks shall be performed following the SCAQMD Combustion Gas Periodic Monitoring Protocol. Proof of annual calibrations shall be submitted to the SCAQMD, as required. If the electrochemical cells are replaced, then these shall be documented and proof of re-calibrations shall be submitted to SCAQMD, by the contractor, as required. The contractor shall keep an analyzer maintenance log. The annual calibrations shall be documented using SCAQMD published forms.
 - l) The periodic calibrations shall be performed following the procedure specified in the SCAQMD Combustion Gas Periodic Monitoring Protocol. Following the test, the post calibrations shall be performed within 10 days of the pre-calibrations. The results of these calibrations shall be documented on the appropriate SCAQMD published forms.
 - m) If the emission check shows non-compliance or the results fall within 5% of the permit limit, the post calibration test shall be performed per SCAQMD requirements.
 - n) The calibration gases used for calibration shall be certified per G-1 or G-2 procedure or meet NIST traceability.
 - o) The CO and NO calibration span gas concentrations shall be selected so as to fall within the analytical range of the CO and NO electrochemical cells, and between 100 and 150% of the units CO and NOx emission concentration limits at actual stack conditions.
 - p) The NO₂ gas used for calibration is not required to be less than 30 ppm.
 - q) The contractor shall collect the equipment operating data during the emissions monitoring. The operating data shall be presented in the SCAQMD Form 3B.
 - r) All records identified in Rule 1146.1 and the protocol related to periodic monitoring including emission results, calibration data, and analyzer maintenance logs shall be stored, by the contractor(s), for 24 months and available upon request to SCAQMD.
 - s) All reports identified in Rule 1146.1 and the protocol related to periodic monitoring shall be submitted to SCAQMD as required.
 - t) A copy of the quarterly and/or semi-annual reporting, as required, shall be maintained on site and the original paperwork shall be forwarded to the Environmental Compliance Unit.
- 3) Rule 1146.2 – Equipment rated less than or equal to 2 MMBTU per hour
- a) Currently there are no periodic monitoring requirements for this size of equipment.

2.4 Source Testing – To be completed no less and no more than 30 days after passing Tune-ups

1. Rule 1146 - Equipment with rated heat input capacity greater than or equal to 5 MMBTU per hour. The following is a sample list of requirements for equipment subject to Rule 1146 (refer to Rule 1146 for the complete requirements). Equipment greater than or equal to 10 MMBTU per hour shall be source tested every 3 years. Equipment greater than or equal to 2 MMBTU per hour or less than 10 MMBTU per hour shall be source tested every 5 years.

- a) Conduct testing for oxides of nitrogen, (NO_x, including NO and NO₂), carbon monoxide (CO) and oxygen (O₂) every three (3) years if the heat input rating is ≥ 10 MMBTU/hour. Conduct testing every five (5) years if the heat input rating is < 10 MMBTU/hour.
- b) The source testing shall be conducted following the standard protocol published by the SCAQMD, "Compliance Protocol for the Measurement of Nitrogen Oxides, Carbon Monoxide, and Oxygen from Sources Subject to South Coast Air Quality Management District Rule 1146 and 1146.1", dated March 10, 2009.
- c) The source test contractor shall follow the requirements stated in the Method 1.1 for the sample point measurements and Methods 100.1 for the gaseous emissions measurements. This includes satisfying requirements stipulated for sample conditioning system, leak checks, converter efficiency tests, range selection criteria, and data acquisition system as described in Method 100.1.
- d) All QA/QC procedures required by the standard protocol and Method 100.1 shall be strictly followed.
- e) The SCAQMD standard protocol measurement of carbon dioxide (CO₂) emissions is consistent with other gaseous emissions following Method 100.1.
- f) The source test contractor shall document ambient conditions, field-sampling procedures, equipment operating conditions, and any abnormality observed during the source test.
- g) The source test contractor shall record natural gas usage during the source test. The natural gas measurement shall follow SCAQMD standard protocol Section 4.2.3.
- h) The source test contractor may use a portable analyzer to conduct the source test following the requirements stated in Section (5) of the SCAQMD standard protocol. Additional requirements as stated in ASTM D-6522 shall be followed. The sample collection system shall satisfy the requirements stipulated in the standard protocol. The source test contractor shall satisfy the requirements for analyzer warm up, heated sample line, moisture removal system, analyzer calibrations, data acquisitions system requirements, and field sampling procedures.
 - 1) The calibration requirements shall be satisfied following the standard protocol.
 - 2) The field sampling procedures shall be followed.
 - 3) The data shall be recorded following the requirements stipulated in the standard protocol.
- i) The results for NO_x (NO plus NO₂) and CO must be corrected to 3% O₂. The contractor shall also provide mass emission rates.
- j) The mass emissions rates shall be corrected to standard temperature of 60°F and pressure.
- k) The fuel flow calculation shall follow EPA Method 19. If the fuel is natural gas, standard values published by the Gas Company may be used.
- l) The test result shall be documented following Method 100.1 or ASTM Method D-6522. The reporting shall follow the criteria stipulated in the standard protocol.
- m) If the stack O₂ concentration exceeds 19%, the test shall follow an alternative procedure for determining Rule 1146 compliance (lb/MMBTU) as stated in the standard protocol.
- n) The calibration gases used shall be selected in accordance with the protocol. The tester may need to calibrate for low NO_x range and high NO_x range equipment separately.
- o) If the permit requires measurement of mass emissions, the source test contractor shall measure the volumetric flow rate using Method 1.1 - 4.1. Alternatively, fuel consumption can be recorded in lieu of the velocity measurement. If the fuel meter is not dedicated to the subject unit, any other equipment connected to the main gas meter shall be shut down so that the main

fuel meter is dedicated to the subject unit during the test. The final report shall include a fuel meter calibration certificate.

- p) If the volumetric flow rate is calculated using Method 1.1 - 4.1, absence of stratification must be demonstrated by conducting a cyclonic flow check. If the stack does not meet the SCAQMD Method 1.1 sampling criteria, alternative test methods (Methods 1.2) shall be used for both gaseous and velocity measurements. The stack flow rate measurement shall satisfy section (8)(2)(2) of the SCAQMD standard protocol.
 - q) A copy of the monthly and/or quarterly reporting, as required, shall be maintained on site and all original paperwork will be forwarded to the Environmental Compliance Unit and submitted to SCAQMD, by the contractor, as required.
2. Rule 1146.1 - Equipment with rated heat input capacity of greater than 2 MMBTU per hour and less than 5 MMBTU per hour. The following is a sample list of requirements for equipment subject to Rule 1146.1 (refer to Rule 1146.1 for the complete requirements). Equipment greater than or equal to 10 MMBTU per hour must be source tested every 3 years. Equipment greater than or equal to 2 MMBTU per hour or less than 10 MMBTU per hour must be source tested every 5 years.
- a) Conduct testing for oxides of nitrogen, (NO_x, including NO and NO₂), carbon monoxide (CO) and oxygen (O₂) every three (3) years if the heat input rating is greater than or equal to 10 MMBTU per hour. Conduct testing every five (5) years if the heat input rating is less than 10 MMBTU per hour.
 - b) The source testing shall be conducted following the standard protocol published by the SCAQMD, "Compliance Protocol for the Measurement of Nitrogen Oxides, Carbon Monoxide, and Oxygen from Sources Subject to South Coast Air Quality Management District Rule 1146 and 1146.1", dated March 10, 2009.
 - c) The source test contractor shall follow the requirements stated in the Method 1.1 for the sample point measurements and Methods 100.1 for the gaseous emissions measurements. This includes satisfying requirements stipulated for sample conditioning system, leak checks, converter efficiency tests, range selection criteria, and data acquisition system as described in Method 100.1. All QA/QC procedures required by the standard protocol and Method 100.1 must be strictly followed.
 - d) The SCAQMD standard protocol measurement of carbon dioxide (CO₂) emissions is consistent with other gaseous emissions following Method 100.1.
 - e) The source test contractor shall document ambient conditions, field-sampling procedures, equipment operating conditions, and any abnormality observed during the source test.
 - f) The source test contractor shall record natural gas usage during the source test. The natural gas measurement shall follow SCAQMD standard protocol Section 4.2.3.
 - g) The source test contractor may use a portable analyzer to conduct the source test following the requirements states in Section (5) of the SCAQMD standard protocol. Additional requirements as stated in ASTM D-6522 must be followed. The sample collection system shall satisfy the requirements stipulated in the standard protocol. The contractor shall satisfy the requirements for analyzer warm up, heated sample line, moisture removal system, analyzer calibrations, data acquisitions system requirements, and field sampling procedures.
- 1) The calibration requirements must be satisfied following the standard protocol.
 - 2) The field sampling procedures must be followed per the SCAQMD standard protocol;
 - 3) The data must be recorded following the requirements stipulated in the standard protocol.

- h) The results for NO_x (NO plus NO₂) and CO shall be corrected to 3% O₂. The test company may also provide mass emission rates.
 - i) The mass emissions rates shall be corrected to standard temperature of 60°F and pressure.
 - j) The fuel flow calculation shall follow EPA Method 19. If the fuel is natural gas, standard values published by the Gas Company may be used.
 - k) The test result must be documented following Method 100.1 or ASTM Method D-6522. The reporting shall follow the criteria stipulated in the standard protocol.
 - l) If the stack O₂ concentration exceeds 19%, the test shall follow an alternative procedure for determining Rule 1146.1 compliance (lb/MMBTU) as stated in the standard protocol.
 - m) The calibration gases used shall be selected in accordance with the protocol. The tester may need to calibrate for low NO_x range and high NO_x range equipment separately.
 - n) If the permit requires measurement of mass emissions, the source test contractor shall measure the volumetric flow rate using Method 1.1 - 4.1. Alternatively, fuel consumption can be recorded in lieu of the velocity measurement. If the fuel meter is not dedicated to the subject unit, any other equipment connected to the main gas meter shall be shut down so that the main fuel meter is dedicated to the subject unit during the test. The final report shall include a fuel meter calibration certificate.
 - o) If the volumetric flow rate is calculated using Method 1.1 - 4.1, absence of stratification shall be demonstrated by conducting a cyclonic flow check. If the stack does not meet the SCAQMD Method 1.1 sampling criteria, alternative test methods (Methods 1.2) shall be used for both gaseous and velocity measurements. The stack flow rate measurement shall satisfy section (8)(2)(2) of the SCAQMD standard protocol.
 - p) A copy of the monthly and/or quarterly reporting, as required, shall be maintained on site and all original paperwork shall be forwarded to the Environmental Compliance Unit and submitted to SCAQMD, by the contractor, as required.
- 3.) Rule 1146.2 – Equipment rated less than 2 MMBTU per hour
- a) Currently there are no source testing requirements for this size of equipment.

2.5 Repairs

- 1) Repairs from tune-ups, analyzing or source testing shall require a (separate proposal/quote) sent to the Environmental Compliance Group for review and approval. The Environmental Compliance Group shall review the proposals with the Maintenance Department.
 - a) See Exhibit B for Cost Proposal Sheet.
 - b) A copy of the repair paperwork, as required, shall be maintained on site and all original paperwork shall be forwarded to the Environmental Compliance Unit.

2.6 Invoicing

- 1) Invoices shall be issued on a monthly basis, issued in arrears at the end of every month.
- 2) The following information will be included on all invoices.
 - a) Date of inspection
 - b) Building number
 - c) Building location

- d) Inspection performed
- 3) The following paperwork shall be included with all invoices.
 - a) Work order for inspection
 - b) Approved proposals for any repair work
 - c) Work order for repairs

3.0 CONTRACTORS QUALIFICATIONS

- 3.1 The importance of maintaining the equipment (noted in Exhibits A) herein covered in a safe and efficient operating condition at all times demands that service be performed by a gas fired equipment contractor who has satisfactorily maintained equipment of similar grade to the degree specified herein.
 - a) A current C-4 Contractor's license, certification in Combustion Tuning, certification in 3rd Party Source Testing and certification in South Coast AQMD Periodic Monitoring. License numbers and copies of certificates shall be forwarded on to Central Purchasing (Attn: Joe Angelone).
 - b) The Contractor(s) shall provide new certifications and updated certifications, upon expiration, to the Environmental Compliance Unit.
 - c) Satisfactorily performed other contracts of similar nature and magnitude.
 - d) Adequate capital and satisfactory business standing as required by the work. Contractor shall submit an annual company report covering the preceding year or a certified financial statement.
 - e) The requisite organization of skilled and experienced gas-fired equipment mechanics, all with a minimum of five (5) years' experience, under his direct employment and supervision. A journey level mechanic shall perform all work. Apprentices may be used only to assist the journey level mechanic. They may not work alone for any reason.
- 3.2 Contractor shall certify that their supervisory personnel regularly engaged in inspection and supervision have a minimum of ten (10) years of hands on experience performing gas fired equipment inspections and that supervisors shall visit each site at least quarterly to observe the quality of inspections and to make certain that the quality of inspections meets the specified and intended standards. The supervisor shall schedule each visit with the County Representative so that they may accompany them.
- 3.3 The County reserves the right to investigate the quality of inspections performed by the Contractor on equipment similar to those included.
- 3.4 Contractor shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin or sex in any manner prohibited by law.
- 3.5 Contractor shall be responsible for the acts of its employees and agents while on the County premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons located on the County premises. Contractor shall be responsible for all damages to persons or property caused by contractor or any of its agents or employees. Contractor shall promptly repair any damage that its employees or agents may cause to the County premises or

equipment; on contractor's failure to do so, the County may repair such damage and Contractor shall reimburse the County promptly for the cost of repair.

3.6 Contractor shall pay prevailing wage rates according to local industry standards.

4.0 SCHEDULES, RECORDS AND LOGS

- 4.1 Contractor shall provide Environmental Compliance Unit with a monthly schedule one month prior to work performed, to include inspector name with contact cell phone number.
- 4.2 These work schedules shall be designed for each type of equipment to be inspected, such as boilers, chillers, package units etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned.
- 4.3 All inspections, adjustments, tests, cleaning, routine repairing and other inspection activities shall meet the standards established by the original manufacturer and be performed in accordance with schedules submitted by the Contractor.
- 4.4 Contractor shall maintain an accurate and complete log of all work. The logs shall be kept in the equipment rooms at each location. The County shall maintain the daily hour's log. The Contractor will review and verify the daily hour's log every month. The Contractor will maintain the gas-fired equipment Microsoft Excel spreadsheets showing detailed information on the equipment and all inspection dates.
- 4.5 Contractor's employees shall check in and out, of each facility, every visit with a County Representative.
- 4.6 The County Environmental Compliance Unit shall approve all forms required for the above schedules, daily hours log, gas-fired equipment spreadsheets, tune up reports, analyzing reports and source testing reports.

5.0 REPORTS

- 5.1 Monthly Reports: At the end of each month, but no later than five (5) working days beyond the month, Contractor shall submit the following reports to the County Environmental Compliance Unit. Failure to provide such reports shall be considered breach of contract and cause for cancellation or non-payment for the month's activities.
 - 1) Activity Report: An overview of the month's inspection activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective action that is outside the scope of this contract.
 - 2) Inspection Reports: A summary report of all equipment receiving inspections during the month with a detailed back-up of the inspection results. This includes, but not limited to, tune-ups, analyzing, source testing and inspections performed by the local enforcing authorities, South Coast AQMD.

3) Repair Reports: A summary report of all equipment receiving repairs, due to the inspections, during the month with a detailed back-up of the repair results. This includes, but not limited to, repairs from tune-ups, analyzing and source testing.

5.2 Supervisors Reports: At the end of each quarter, but no later than five (5) working days beyond the quarter, Contractor's supervisor shall submit the following information in a report to the County Environmental Compliance Unit. Failure to provide such report shall be considered breach of contract and cause for cancellation or non-payment for the quarter's activities.

- 1) Evaluation of the overall inspections being performed by Contractor's employees.
- 2) Confirmation that supervisor visited each location and reviewed the daily hours log.
- 3) Report on the planned activities and schedules over the next quarter with regard to repair work that shall be required causing equipment to be removed from service.
- 4) Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.

6.0 PERSONNEL

6.1 Trained inspection and repair personnel, directly employed and supervised by the Contractor, shall perform all services. A journeyman level mechanic, as a minimum shall perform all work. Apprentices may not work alone but may assist the mechanic as needed. In the event that the County becomes dissatisfied with the performance of any persons assigned to perform the services under this contract, Contractor agrees, upon request from the County Environmental Compliance Unit, to assign other qualified personnel to perform these services.

6.2 Contractor agrees that, at all times, the employee of contractor furnishing or performing any services shall do so in a proper, workman-like, and dignified manner, wearing uniforms which shall be neat, clean, shirts tucked-in, well pressed, and in good condition.

6.3 Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. Contractor shall also provide sufficient back-up in times of staff shortages due to vacations, illnesses, and inclement weather.

7.0 CHANGES IN WORK

7.1 The County Environmental Compliance Unit, without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, initiated by the County Environmental Compliance Unit and properly approved and authorized and setting forth the amount of money to be added or deducted.

7.2 Note that any work outside the scope of the contract shall be documented with digital photographs and submitted with invoice.

- 7.3 In the event that the County Environmental Compliance Unit withdraws or adds any gas-fired equipment to/from service, or the usefulness of any gas-fired equipment shall end, during the term of this contract, the Contractor shall agree to negotiate an acceptable reduction and/or increase of cost for service for the remainder of said contract.

8.0 THE COUNTY OF RIVERSIDE'S RIGHT TO AUDIT QUALITY OF INSPECTIONS

- 8.1 The County Environmental Compliance Unit may elect to have specific gas-fired equipment evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The Contractor shall provide the necessary manpower, tools, instruments, etc. as required without additional cost to The County to conduct the tests not more frequently than annually, per location.
- 8.2 The County may retain the services of an independent gas-fired equipment consultant to evaluate the gas-fired equipment inspections. These evaluations may be made on a yearly basis.
- 8.3 The gas-fired equipment consultant will issue the results of these evaluations to the County Environmental Compliance Unit. If non-compliance items are included in the report, The County Environmental Compliance Unit will issue a punch-list to the Contractor who shall correct those items within thirty (30) days. If punch-list items are not corrected within thirty (30) days, The County may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the gas-fired equipment contractor.

9.0 WORK PRODUCT

- 9.1 All work papers prepared in connection with the contractual services will remain the property of the successful Contractor; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

Exhibit A
AQMD Boiler Emissions Standards

AQMD Rule #	Maximum Therms Per Year	Boiler Size (Minimum BTU)	Boiler Size (Maximum BTU)	Boiler Age Affected	New Emissions Standard	Compliance Plan Deadline	Application for Permit to Construct Deadline	Installation and Full Compliance Deadline	Analyzing Monthly	Analyzing Quarterly	Analyzing Semi-Annually	Source Testing Required
1146	90,000	≥ 10,000,000	≤ 20,000,000	N/A	≤ 9 ppm (from 30)	1/1/2011	1/1/2012	1/1/2013	750 Hours	2,000 Hours	N/A	3 Years
1146	90,000	≥ 5,000,000	< 10,000,000	N/A	< 9 ppm (from 30)	1/1/2011	1/1/2012	1/1/2013	750 Hours	2,000 Hours	N/A	5 Years
1146.1	18,000	> 2,000,000	< 5,000,000	N/A	< 9 ppm (from 30)	N/A	1/1/2011	1/1/2012	N/A	2,000 Hours	4,000 Hours	5 Years
1146.2	9,000	≥ 1,000,000	≤ 2,000,000	≥ 15 yrs (1/1/1992)	≤ 30 ppm (Type 2)	N/A	N/A	1/1/2006	N/A	N/A	N/A	N/A
1146.2	9,000	≥ 400,000	< 1,000,000	≥ 15 yrs (1/1/2002)	≤ 55 ppm (Type 1)	N/A	N/A	1/1/2006	N/A	N/A	N/A	N/A

> 2,000,000 - Must be permitted per Rule 203

Rule 1146.2 : Type 1 : 400,000 - 2,000,000 = Tuneup twice a year

≥ 1,000,000 - ≤ 2,000,000 Must be registered per Rule 222

Rule 1146.2 : Type 1 : 0 - 400,000 = Tuneup once a year

< 1,000,000 - NOT required to be permitted or registered

≥ 5,000,000 - Analyze and Source Test per Rule 1146

> 2,000,000 - < 5,000,000 - Analyze and Source Test per Rule 1146.1

≤ 2,000,000 - Analyze and Source Test NOT required per Rule 1146.2

Exhibit A (cont')
Boiler Sizes and Manufactures Names

Boiler Size (Minimum BTU - Maximum BTU) - Manufacture Names								
≥ 10,000,000 - < 20,000,000	≥ 5,000,000 - < 10,000,000	> 2,000,000 - < 5,000,000	≥ 1,000,000 - < 2,000,000	≥ 400,000 - < 1,000,000	0 - < 400,000	208 Volts	Unknown BTU	Plate Heat Exchangers
Cleaver Brooks	Mcquay	Ajax	Ace	Adams	Aaon	AO Smith	AO Smith	Bell & Gossett
	Rite	Bryan	Ajax	Aerco	Ajax	Ariston	Bradford White	
		Parker	Aroace - Yazaki	Bradford White	American	Eemax		
		Trane	Bryan	Bryan	AO Smith	Instant Flow		
			Carrier	Carrier	Bosch	Power Stream		
			Futera II	Lochinvar	Bradford White			
			Lochinvar	Parker	Bryan			
			Parker	Polyshield	Burnham			
			RayPak	PV1	Carrier			
			Rite	RayPak	DNP			
				Rite	Gaffert and Sattler			
					GE			
					General Elec			
					GF			
					Heil			
					Lennox			
					Lochinvar			
					Modine			
					Nickel Shield			
					Noritz			
					RayPak			
					Reem-Rudd			
					Reliance			
					Reznor			
					Rheem			
					Ronzer			
					Royal			
					SED			
					State			
					Superior			
					Trane			
					Williams			
					York			

Exhibit A (cont')
Equipment Inventory Summary

Boiler Size (Minimum BTU- Maximum BTU)	Robert Johnson	Gilbert Montanez	Ross Rither	Ben Clark	Perris	Art Fong	Larry Naranjo	Andy Luna	Adam Servin	Jose Romero	Manny Moran	Brad Moore	Total Boilers per Size
≥ 10,000,000 - < 20,000,000	0	0	0	0	0	0	0	0	0	0	0	1	1
≥ 5,000,000 - < 10,000,000	0	0	0	0	0	0	0	0	0	0	0	3	3
> 2,000,000 - < 5,000,000	0	1	0	0	0	3	0	0	0	3	0	0	7
≥ 1,000,000 - < 2,000,000	5	5	5	5	2	7	2	7	3	2	2	0	45
≥ 400,000 - < 1,000,000	5	3	3	0	0	0	0	9	9	3	0	0	32
0 - < 400,000	2	6	7	3	4	5	61	33	33	22	51	0	227
208 Volts	0	0	0	0	0	0	0	0	0	6	0	0	6
Unknown BTU	0	0	0	0	2	1	0	0	0	4	3	0	10
Unverified Sites	2	2	1	0	0	0	11	8	1	6	2	0	33
Total Sites	52	13	23	28	14	8	32	37	55	46	42	13	363
Total Boilers per Engineer	12	15	15	8	8	16	63	49	45	40	56	4	

9%

Western Region	74
Eastern Region	157
Southwest Region	100

Total Boilers for County	331
---------------------------------	------------

EXHIBIT B
COST FOR INSPECTIONS

Table A1

Services for: Ajax, Bryan, Burnham Cleaver Brooks, Parker and Superior with power burners	Cost	Ability to provide services; Yes or No / Exceptions
1. Tune Ups ($\geq 10,000,000 - \leq 20,000,000$)	\$1,200.00	Yes
2. Tune Ups ($\geq 5,000,000 - < 10,000,000$)	\$ 1,050.00	Yes
3. Tune Ups ($> 2,000,000 - < 5,000,000$)	\$ 950.00	Yes
4. Tune Ups ($\geq 1,000,000 - \leq 2,000,000$)	\$ 900.00	Yes
5. Tune Ups ($\geq 400,000 - < 1,000,000$)	\$ 750.00	Yes
6. Tune Ups ($0 - < 400,000$)	\$ 750.00	Yes
7. Analyzing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 750.00	Yes
8. Analyzing ($\geq 5,000,000 - < 10,000,000$)	\$ 750.00	Yes
9. Analyzing ($> 2,000,000 - < 5,000,000$)	\$ 750.00	Yes
10. Analyzing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
11. Analyzing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
12. Analyzing ($0 - < 400,000$)	\$ 00.00	N/A
13. Source Testing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 1,650.00	Yes
14. Source Testing ($\geq 5,000,000 - < 10,000,000$)	\$ 1,650.00	Yes
15. Source Testing ($> 2,000,000 - < 5,000,000$)	\$ 1,650.00	Yes
16. Source Testing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
17. Source Testing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
18. Source Testing ($0 - < 400,000$)	\$ 00.00	N/A

EXHIBIT B (cont')
COST FOR INSPECTIONS

Table A2

Services for: Ace, Aerco, Ajax, AO Smith, Bryan, Parker and Rite without power burners	Cost	Ability to provide services; Yes or No / Exceptions
19. Tune Ups ($\geq 10,000,000 - \leq 20,000,000$)	\$ 900.00	Yes
20. Tune Ups ($\geq 5,000,000 - < 10,000,000$)	\$ 875.00	Yes
21. Tune Ups ($> 2,000,000 - < 5,000,000$)	\$ 850.00	Yes
22. Tune Ups ($\geq 1,000,000 - \leq 2,000,000$)	\$ 800.00	Yes
23. Tune Ups ($\geq 400,000 - < 1,000,000$)	\$ 750.00	Yes
24. Tune Ups ($0 - < 400,000$)	\$ 750.00	Yes
25. Analyzing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 750.00	Yes
26. Analyzing ($\geq 5,000,000 - < 10,000,000$)	\$ 750.00	Yes
27. Analyzing ($> 2,000,000 - < 5,000,000$)	\$ 750.00	Yes
28. Analyzing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
29. Analyzing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
30. Analyzing ($0 - < 400,000$)	\$ 00.00	N/A
31. Source Testing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 1,650.00	Yes
32. Source Testing ($\geq 5,000,000 - < 10,000,000$)	\$ 1,650.00	Yes
33. Source Testing ($> 2,000,000 - < 5,000,000$)	\$ 1,650.00	Yes
34. Source Testing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
35. Source Testing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
36. Source Testing ($0 - < 400,000$)	\$ 00.00	N/A

EXHIBIT B (cont')
COST FOR INSPECTIONS

Table A3

Services for: Lochinvar, Raypak, RBI (Futura II)	Cost	Ability to provide services; Yes or No / Exceptions
37. Tune Ups ($\geq 10,000,000 - \leq 20,000,000$)	\$ 00.00	N/A
38. Tune Ups ($\geq 5,000,000 - < 10,000,000$)	\$ 875.00	Yes
39. Tune Ups ($> 2,000,000 - < 5,000,000$)	\$ 850.00	Yes
40. Tune Ups ($\geq 1,000,000 - \leq 2,000,000$)	\$ 800.00	Yes
41. Tune Ups ($\geq 400,000 - < 1,000,000$)	\$ 750.00	Yes
42. Tune Ups ($0 - < 400,000$)	\$ 750.00	Yes
43. Analyzing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 00.00	N/A
44. Analyzing ($\geq 5,000,000 - < 10,000,000$)	\$ 750.00	Yes
45. Analyzing ($> 2,000,000 - < 5,000,000$)	\$ 750.00	Yes
46. Analyzing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
47. Analyzing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
48. Analyzing ($0 - < 400,000$)	\$ 00.00	N/A
49. Source Testing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 1,650.00	Yes
50. Source Testing ($\geq 5,000,000 - < 10,000,000$)	\$ 1,650.00	Yes
51. Source Testing ($> 2,000,000 - < 5,000,000$)	\$ 00.00	N/A
52. Source Testing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
53. Source Testing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
54. Source Testing ($0 - < 400,000$)	\$ 00.00	N/A

EXHIBIT B (cont')
COST FOR INSPECTIONS

Table A4

Services for: McQuay, Trane and York Chillers or RoofTop Units with power burners	Cost	Ability to provide services; Yes or No / Exceptions
55. Tune Ups ($\geq 10,000,000 - \leq 20,000,000$)	\$ 1,200.00	Yes
56. Tune Ups ($\geq 5,000,000 - < 10,000,000$)	\$ 1,050.00	Yes
57. Tune Ups ($> 2,000,000 - < 5,000,000$)	\$ 950.00	Yes
58. Tune Ups ($\geq 1,000,000 - \leq 2,000,000$)	\$ 900.00	Yes
59. Tune Ups ($\geq 400,000 - < 1,000,000$)	\$ 750.00	Yes
60. Tune Ups ($0 - < 400,000$)	\$ 750.00	Yes
61. Analyzing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 750.00	Yes
62. Analyzing ($\geq 5,000,000 - < 10,000,000$)	\$ 750.00	Yes
63. Analyzing ($> 2,000,000 - < 5,000,000$)	\$ 750.00	Yes
64. Analyzing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
65. Analyzing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
66. Analyzing ($0 - < 400,000$)	\$ 00.00	N/A
67. Source Testing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 1,650.00	Yes
68. Source Testing ($\geq 5,000,000 - < 10,000,000$)	\$ 1,650.00	Yes
69. Source Testing ($> 2,000,000 - < 5,000,000$)	\$ 1,650.00\$	Yes
70. Source Testing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
71. Source Testing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
72. Source Testing ($0 - < 400,000$)	\$ 00.00	N/A

EXHIBIT B (cont')
COST FOR INSPECTIONS

Table A5

Services for all other Manufactures: Aeon, Adams, American, Ariston, Aroace-Yazaki, Bell & Gossett, Bosch, Bradford White, Carrier, DNP, Eemax, Gaffert & Sattler, GE, General Electric, GF, Heil, Instant Flow, Lennox, Modine, Nickel Shield, Noritz, Polyshield, Powerstream, PV1, Reem-Rudd, Reliance, Reznor, Rheem, Ronzor, Royal, SED, State, Williams	Cost	Ability to provide services; Yes or No / Exceptions
73. Tune Ups ($\geq 10,000,000 - \leq 20,000,000$)	\$ 00.00	N/A
74. Tune Ups ($\geq 5,000,000 - < 10,000,000$)	\$ 00.00	N/A
75. Tune Ups ($> 2,000,000 - < 5,000,000$)	\$ 00.00	N/A
76. Tune Ups ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
77. Tune Ups ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
78. Tune Ups (0 - < 400,000)	\$ 00.00	N/A
79. Analyzing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 00.00	N/A
80. Analyzing ($\geq 5,000,000 - < 10,000,000$)	\$ 00.00	N/A
81. Analyzing ($> 2,000,000 - < 5,000,000$)	\$ 00.00	N/A
82. Analyzing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
83. Analyzing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A
84. Analyzing (0 - < 400,000)	\$ 00.00	N/A
85. Source Testing ($\geq 10,000,000 - \leq 20,000,000$)	\$ 00.00	N/A
86. Source Testing ($\geq 5,000,000 - < 10,000,000$)	\$ 00.00	N/A
87. Source Testing ($> 2,000,000 - < 5,000,000$)	\$ 00.00	N/A
88. Source Testing ($\geq 1,000,000 - \leq 2,000,000$)	\$ 00.00	N/A
89. Source Testing ($\geq 400,000 - < 1,000,000$)	\$ 00.00	N/A

EXHIBIT B (cont')
PAYMENT PROVISIONS

All prices shall be firm for the duration of this Agreement.

Percentage Over Cost of Materials

25%

Percentage Over Cost of Subcontracting

15%

Prompt Payment Discount

1% Net 20 Days