

SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD COUNTY OF RIVERSIDE. STATE OF CALIFORNIA



15.3 (ID # 8664)

MEETING DATE:

Tuesday, January 8, 2019

FROM: RUHS-MEDICAL CENTER AND Economic Development Agency:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratification of Professional Services Agreement for Air Handler Filter Replacement; District- All [Total Cost \$272,808; up to \$27,280 in additional compensation - 100% Hospital Enterprise Fund].

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify the attached Agreement for Professional Services relating to replacement of all Air Handler Filters at Riverside University Medical Center for a period of twelve months.
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 based on the availability of fiscal funding and in a form approved by County Counsel to: a) sign amendments that do not change the substantive terms of the agreement and b) sign amendments to the compensation provisions that do not exceed ten percent annually.

ACTION: Policy

Jennigh Cruitsham Mr Espainin Stricer - Hollin System 12/26/2018

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

January 8, 2019

XC:

RUHS-Medical Center, EDA, Purchasing

Kecia Harper
Clerk of the Box

15 3

SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

| FINANCIAL DATA | Curren | t Fiscal \ | 'ear: | Nex | t Fisc al Y | ear: | Total Cost: | Ongoir | ıg Cost |
|--------------------------|-----------------|------------|--------|--------|--------------------|-------|-------------|-------------|-----------|
| COST | \$ | 136, | 404 | \$ | 136 | 5,404 | \$ 272,80 | 18 | \$ 0 |
| NET COUNTY COST | | \$ | 0 | | \$ | 0 | 9 | 60 | \$0 |
| SOURCE OF FUNDS 40050 | 5 : 100° | % - Ho | ospita | al Ent | erprise | Fund | _ Budget A | djustment: | No |
| | | | | | | | For Fiscal | Year: 18/19 | 9 – 19/20 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Current construction projects immediately adjacent to Riverside University Health System Medical Center (RUHS MC) include both the Medical Office Building (MOB) and a new "Pavilion" entrance to the building, necessitated by the connections that must be built between the MOB and the main building. These two projects have generated high levels of dust and other particulate matter which are being carefully monitored. One recommendation arising from that monitoring is for the more frequent replacement of two types of filters within the fifteen air handlers on the roof of the main building.

ACCO Engineered Systems is a contractor that has been prequalified by the County's Purchasing department and is familiar with the Medical Center facility and its requirements. ACCO was asked to submit a proposal for monthly replacement of "pre-filters" in all 15 of the Medical Center's Air Handling units and semi-annual replacement of the "final" filters in 14 of those units. The replacement program proposed includes (1) acquisition of the correct filters, (2) transportation of the filters to the Medical Center and to various parts of the site, including provision of all equipment needed for such transportation and installation of the filters on various parts of the roof; (3) services related to acquisition, transportation and installation of the new filters and disposal off site of used filters. Filter replacement services will be performed during off hours in coordination with the Medical Center's facilities staff to minimize disruption to patient care and visitor access to the facility. ACCO staff will also monitor and report to the Medical Center any observed changes in the condition of the air handlers as the construction conditions continue.

Because the construction zone is within such close proximity to the hospital there is an ongoing risk that airborne dust-particulates may negatively impact the HVAC Air Handling systems on the roof of the medical center resulting in below-standard Indoor Air Quality - purity / cleanliness / air changes per hour. RUHS has worked with EDA to assess the situation and evaluate potential solutions. The EDA Maintenance Division has determined that this is a sudden and unexpected scenario which requires immediate action to mitigate the following imminent issues; Health, Safety and Welfare of occupants, non-regulatory-compliance regarding below-standard

SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

IAQ, impairment of life, and/or the loss of essential county services. As a result, EDA has issued a purchase request / purchase order for forty-five thousand dollars (\$45,000) to ACCO so that they can begin ordering the needed quantity of filters and other mobilization efforts. That amount will be applied to the total to be obligated under this Agreement.

Impact on Citizens and Businesses

Air quality within the Medical Center will be maintained with positive effects for patients, staff and visitors to the facility.

SUPPLEMENTAL

Additional Fiscal Information

Total contract amount is \$272,808 per year which will be invoiced and paid, in arrears, at \$22,734 per month. The Purchase Order issued by EDA for \$45,000 will be credited against this total cost. This proposal includes prevailing wages. The total was benchmarked against the Medical Center's regular costs to acquire and install similar filters and will be offset by savings in those areas of expenditure. If the situation at the Medical Center changes the Agreement provides for thirty day no cause termination.

ATTACHMENTS: PROFESSIONAL SERVICES WITH ACCO ENGINEERED SYSTEMS

Gregory V. Priagos, Director County Counsel 1/2/2019



Date:

December 27, 2018

From:

Jennifer Cruikshank, RUHS CEO

To:

Board of Supervisors/Purchasing Agent

Via:

Martha Ann Knutson, Deputy County Counsel

Subject:

Sole or Single Source Procurement; Request for

The below information is provided in support of my Department requesting approval for a sole or single source. (Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)

1. Supplier being requested:

ACCO Engineered Systems

2. Vendor ID:

00055402

3. Single Source

Sole Source

4. Have you previously requested <u>and</u> received approval for a sole or single source request for this vendor for your department?

□Yes

₽ No

4a. Was the request approved for a different project?

☐ Yes

M No

- 5. Supply/Service being requested: We are looking to contract replacement of all pre-filters from all fifteen air handler units once per month for twelve months; and the final filters on all fourteen air handler units once every six months, starting at the first month of the twelve month period for which this request is being made. The proposed contract will include labor at prevailing wage, provision and management of specialized equipment needed to get the filters to the roof, and procurement of the filters.
- 6. Unique features of the supply/service being requested from this supplier. Vendor has been involved in multiple projects with the hospital and knows the layout of the areas where all air handler units are located. ACCO understands the security protocols of the hospital, and can provide the qualified labor whenever needed. ACCO is able to work the off shift hours and weekends that will minimize the impact of replacing these filters on other Medical Center operations. ACCO also has the equipment necessary to move all filters in a quick and undisturbing manner to our patients, visitors, and staff.

Form # 116-333 rev 5/31/18

26520 Cactus Avenue, Moreno Valley, CA 92555 / 951-486-4355 / RUHealth.org



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seen a spike in dust being generated and brought into the Medical Center through the air handling units. ACCO is knowledgeable, experienced and available to begin work promptly—minimizing possible adverse effects on patients and staff from this unforeseen condition.

| 8. | Period of Performance: (_1_years) | January, 2019 | lo Docambi | 2019 | 1/31/20 |
|----|---|----------------|------------|-----------------|---------|
| | Is this an annually renewals this a fixed-term agreen | ible contract? | BE No | □ Yes | |

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

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|--------------|------------|------------|---------|--------------------------|
| Tanker. | FY18/19 | FY19/20 | FY20/21 | |
| Description: | | | | Total |
| Hourly Rate | | | | |
| Total Costs | \$ 136,404 | # 190 101 | | |
| | | \$ 136,404 | | \$ 272,808 |

10. Price Reasonableness: The proposed contract includes prevailing wages. The total was benchmarked against the Medical Center's regular costs to acquire and install similar filters and will be offset by savings in those areas of expenditure. If the situation at the Medical Center changes the Agreement provides for thirty day no cause termination.

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[Signature Page Follows]

Form # 116-333 rev 5/31/18

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| Department Hone of | | 12-28- |
|--|---|-------------|
| Department Head Signature (or designee) | Print Name | Date |
| The section below is to | be completed by the Purchasing Agent | or designee |
| Purchasing Department Commer | | |
| Approve | Approve with Condition/s | Disapprov |
| Condition/s: | | |
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PROFESSIONAL SERVICE AGREEMENT

For

Filter Management Program

Between

COUNTY OF RIVERSIDE

And

ACCO Engineered Systems



| 1 | This Professional Services Agreement ("Agreement"), made and entered into this |
|----|---|
| 2 | day of, 2018, by and between ACCO Engineered Systems |
| 3 | Inc., a California Corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF |
| 4 | RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") |
| 5 | The parties agree as follows: |
| 6 | 1. <u>Description Of Services</u> |
| 7 | 1.1 CONTRACTOR shall provide air conditioning filter management services as |
| 8 | outlined and specified in Exhibit A, Scope of Services, consisting of two pages at the not to |
| 9 | exceed fee stated in Paragraph 3.1. |
| 10 | 1.2 CONTRACTOR represents that it has the skills, experience and knowledge |
| 11 | necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this |
| 12 | representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance |
| 13 | to and consistent with the highest standards of firms/professionals in the same discipline in the State |
| 14 | of California. |
| 15 | 1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under |
| 16 | this Agreement; and the CONTRACTOR agrees it can properly perform this work at the fee stated in |
| 17 | Paragraph 3.1. CONTRACTOR is not to perform services or provide products outside of the |
| 18 | Agreement, unless by written request of the COUNTY. |
| 19 | 1.4 Acceptance by the COUNTY of the CONTRACTOR'S performance under this |
| 20 | Agreement does not operate as a release of CONTRACTOR'S responsibility for full compliance |
| 21 | with the terms of this Agreement. |
| 22 | 2. <u>Period of Performance</u> |
| 23 | 2.1 Upon full execution of this Agreement by both Parties, the CONTRACTOR shall |
| 24 | begin delivery of services at Riverside University Health System Medical Center, 26520 Cactus |
| 25 | Ave. Moreno Valley, CA 92553. |
| 26 | 2.2 This Agreement shall terminate on January 31, 2020. |
| 27 | |
| 28 | |

3. Compensation

- 3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred for the Scope of Work defined in Exhibit A. Maximum payment by COUNTY to CONTRACTOR shall not exceed TWO HUNDRED SEVENTY TOW THOUSAND EIGHT HUNDRED EIGHT DOLLARS (\$272,808.00), 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 agreed to by COUNTY in writing.
- 3.2 Recognizing that a substantial amount of time may lapse between execution of this Agreement, and the CONTRACTOR actually being called upon to appear as an expert witness, the foregoing rates are subject to negotiation based upon the then prevailing rate per hour should services as an expert be necessary. Any such agreed upon increase in rate per hour and appearance as an expert shall be reduced to writing in a new agreement prior to performance of any appearance.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR 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:

RIVERSIDE UNIVERSITY HEALTH SYSTEM
MEDCIAL CENTER
26520 Cactus Ave
Moreno Valley, CA 92553
ATTN: Accounts Payable

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.

- b) 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. <u>Alteration or Changes to the Agreement</u>

- 4.1 The County's Board of Supervisors, serving as the Governing Board of the Medical Center is the only authorized COUNTY representative 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. <u>Termination</u>

- 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.
- 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. <u>Inspection of Services</u>

8.1 All performance shall be subject to inspection by the COUNTY. The CONTRACTOR shall provide adequate cooperation to 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 to ensure proper performance under this Agreement; and shall permit a COUNTY representative 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. <u>Subcontract for Work or Services</u>

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 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. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation.

12. Jurisdiction and Venue

This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the Superior Court in the County of Riverside, State of California.

13. <u>Licensing and Permits</u>

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.

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 Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. **S**1210 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

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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 Assistant County Executive Officer of the Economic Development Agency/Facilities

Management, or designee, shall administer this Agreement on behalf of the COUNTY.

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

Riverside University Medical Center ATTN: Contracts 26520 Cactus Ave Moreno Valley, CA 92553 CONTRACTOR

ACCO Engineered Systems 6265 San Fernando Road Glendale, CA 91201

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. <u>EDD Reporting Requirements</u>

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 ("EDD"). 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 award to another CONTRACTOR. In the event a contract has been issued, failure of the

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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 Notice 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 is 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

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 CONTRACTOR's 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 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 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'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed

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\$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either, 1) reduce or eliminate such deductibles or self-insured retention's 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.

- 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.
- 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 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.
- 23.6 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.
- 23.7 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).
- 23.8 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.
- 24. 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY of RIVERSIDE

CONTRACTOR:

| 1 2 | A political subdivision of the State of California | ACCO Engineered Systems, Inc. 6265 San Fernando Road Glendale, CA 91201 |
|----------|--|---|
| 3 | | |
| 4 | Signature. | Signature: Mornaul/Luguolia |
| 5 | Print Name: KEVIN JEFFRIES | Print Name: Manus E. Reynolds |
| 6 | Title: CHAIRMAN, BOARD OF SUPERVISORS | Print Name: Thomas E. Rey 10 ld 1 Title: Vice PRESIDENT |
| 7 | Dated: <u>JAN 0 8 2019</u> | Dated: 12 17 18 |
| 8 | ATTEST: | |
| 9 | Kecia Harper-Ihem | |
| 10 | Clerk of the Board | 는 이 그 사용한 경영에는 이 전 보이지 않는 이 보이는 전상을 받았다. 발생한 보고 있는 것은 전상을 보고 있는 이 이 것이 없는 하를 받는 것이라고 있습니다. |
| 11 | By: Hell Martin | |
| 12 | Deputy | |
| 13 | | |
| 14 15 | APPROVED AS TO FORM: Gregory P. Priamos County Counsel | |
| 16 | 1.016 | |
| 17 | By: | |
| 18 | Deputy County Counsel | |
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EXHIBIT A

Under this Agreement, **ACCO** will be performing monthly "Pre-Filter" replacement for (15) Air Handling Units (AHUs) and semi-annual "Final" filter replacement services for (14) AHUs at Riverside University Health System Medical Center as outlined in this document. ACCO warrants that the filters used will have MERV ratings that meet or exceed medical industry standards of care / best practices. At this time the acceptable minimum MERV rating for pre-filters is "8"; the acceptable minimum MERV rating for the final filters is "14".

The replacement program includes (1) acquisition of the correct filters, (2) transportation of the filters to the Medical Center and to various parts of the site, including provision of all equipment needed for such transportation and installation of the filters; (3) services related to acquisition, transportation and installation of the new filters and disposal off site of used filters. Filter replacement services to be performed **during off hours** in coordination with the Medical Center's facilities staff.

Total contract amount is \$272,808.00 per year which will be invoiced and paid, in arrears, at \$22,734.00 per month. COUNTY has issued and ACCO acknowledges receipt of a purchase order in the amount of \$45,000.00 which will be credited to the total contract amount. This proposal includes prevailing wages.

ACCO AGREES:

- 1. To perform services as required (outlined).
- 2. To furnish County Of Riverside with a report of any irregularities revealed as a result of the inspection and adjustments. Corrective measures or repairs that are required will be recommended to County Of Riverside for approval prior to any work being performed
- 3. To service only the equipment listed.
- 4. To report to the person or office designated in writing by County Of Riverside. County Of Riverside to inform of changes of personnel.

GENERAL CONDITIONS:

1. To assure optimum performance County Of Riverside shall operate the system and all equipment properly and as per manufacturer's instructions.

- 2. Expenses to ACCO caused by improper operation, negligence, misuse of the equipment, or by any cause beyond the control of ACCO, shall be paid by County Of Riverside, provided such expenses are identified before they are incurred and added to this Agreement by specific written amendment.
- 3. Operational efficiency will be assured if all necessary work is performed or equipment added by qualified ACCO personnel. In the event of any alterations, additions, adjustments, or repairs by others (unless authorized by ACCO) ACCO assumes no responsibility and has option to terminate this agreement.

4. The following items are specifically excluded the following items from the scope of this agreement:

- a. Service, repair, adjust, clean, or replace parts of any of the following: Air balancing; boiler tubes, duct work; cabinet interiors and exteriors; drains which are not a part of the equipment covered by this plan; heating and cooling coils, unless specifically included in scope of work; electrical service beyond the subject equipment disconnect; surfaces exposed to air and water as part of the system performance (such as sump pans, evaporative condenser tube bundles, tower and evaporative condenser distributors, panels, fans, shafts, etc.); recording instruments, gauges, and thermometers.
- b. The cost of repair parts, replacement parts, emergency calls and refrigerant.
- c. Labor costs other than that required under the ACCOcare agreement.
- d. Testing, monitoring, reporting, consulting or making remedies relating to indoor air quality (IAQ).
- e. Testing, inspecting, calibrating or adjusting of any pneumatic or electronic controls systems or components unless specifically included elsewhere in this agreement.
- f. Inspection or functional testing of fire/life safety systems or components.
- g. Visual or physical inspection of building structural components or systems.
- h. Removal, replacement or alteration of any part of the building structure as may be required in the performance of this agreement
- i. Consequential Damages, including but not limited to loss of business or business delays, damage to surrounding structures, finishes, machinery or equipment and product losses, whether occasioned by covered equipment or systems failures,.
- j. Any equipment, material or labor required by insurance companies, federal, state, municipal or other authorities will not be required to be furnished by ACCO.
- k. ACCO shall not be responsible for original system design, installation or its performance in maintaining design conditions.
- 5. This agreement covers the complete understanding between ACCO and County Of Riverside, and shall become a valid contract only when accepted and approved by authorized person for both parties. No verbal representations shall be binding on either party.

Remainder of page intentionally left blank

Riverside University Health System Filter Summary

| TAG AHU-1 | Type Final Pre-Filter | SIZE | ATT 12-11-11 |
|--|-----------------------------|------------------------------|--------------|
| AHU-1 | | | QUANTITY |
| AGU-1 | Pre-Filter | 24x24x12 | 36 |
| | | 24x24x2 | 30 |
| AHU-2 | Final | 24x24x12 | 36 |
| Allo-s | Pre-Filter | 24x24x2 | 30 |
| AHII-3 | Final | 24x24x12 | 36 |
| | Pre-Filter | 24x24x2 | 30 |
| AHU-4 | Final | 24x24x12 | 36 |
| ****** | Pre-Filter | 24x24x2 | 30 |
| <u></u> | Final | 24x24x12 | 30 |
| AHU-S | Pre-Fifter | 24x24x2 | 24 |
| ACE 25 | _Pre-Filter | 12x24x2 | - 6 |
| | Final | 24x24x12 | 30 |
| AHU-6 | Pre-Filter | 24x24x2 | 24 |
| | Pre-Füher | 1210410 | 6 |
| AHU-7 | Final | -24x24x12 | 36 |
| | Pre-Filter | 2412412 | 30 |
| and the second of the second o | Final | 24x24x12 | 30 |
| ARU- | Pre-Filter | 24x24x2 | 24 |
| | Pre-Filter | (2x24x2 | - 6 |
| | Final | 24x24x12 | 30 |
| AHU-9 | Pre-Filter | 24x24x2 | 24 |
| | Pre-Filter | 12x24x1 | 6 |
| | Final | 24x24x12 | 30 |
| AHU-i0 | Pre-Filter | 24x24x2 | 24 |
| | Pre-Filter | 12x24x2 | 6 |
| | Final | 24x24x12 | 30 |
| AHU-11 | Pre-Filter | 24±24±2 | 24 6 |
| | Pre-Filter | 12x24x2 | |
| ATT | Final | 24x24x12 | 30 24 |
| AHU-12 | Pre-Filter | 24±24x2 | |
| | Pre-Filter Final | 12x24x3 24x24x12 | 6 42 |
| AHU-13 | Final | 12x24x12 | 6 |
| A0V-13 | | 24x24x2 | 24 |
| | Pre-Filter Pinal | 24x24x2 24x24x12 | 42 |
| AFR5-14 | rmai Final | 24x24x12 12x24x12 | 6 |
| A1445/*A71 | Pre-Pilter | 24x24x12 | 42 |
| | Pre-Filter | 24x24x2 | 4 |
| AHU-23 | Pre-Filter | 12x24x2 | 2 |
| "Final" Filter Count | | re-Filter" Cor | |
| 24x24x12: 480 | • | re-riner Con 24x24x2: 399 | |
| | | | and Algebra |
| 12x24x12: 12 12x24x2: 44 Replacement Frequency: Semi-Annually Replacement Frequency: Monthly | | | . Manibbe |
| Replacement Frequency: Semi-Annually Task Outline: | керисев | em Frequency | ADDRESS |

- Air Handling Unit (AHU) will be temporarily shut down during the course of the filter replacement work.
- Customer shall coordinate access and scheduling of shutdowns for filter replacement work.

 New filters to be installed at next program cycle will be shipped to and stored at the Job Site.
- Used filters will be disposed of offsite by ACCO.

Proposal Number