

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



ITEM
3.3
(ID # 8842)

MEETING DATE:

Tuesday, March 26, 2019

FROM : EDA-FACILITIES MANAGEMENT:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approve the Professional Service Agreement with Aqua-Serv Engineers, Inc. for Water Treatment Services in Riverside County buildings for Five Years, and Authorize the Chairman of the Board to Execute on Behalf of the County, Districts-All; [\$250,000 annually; up to \$62,500 in additional compensation over five years]; 100% Department Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Aqua-Serv Engineers for Water Treatment Services in the amount of \$250,000 annually for five years, from January 30, 2019, through January 31, 2024, and authorize the Chairman of the Board to execute said Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as 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 provision that do not exceed the sum total of 25% of the total annual cost of the Agreement.

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD 2/6/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries 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: March 26, 2019
xc: EDA, Purchasing

Kecia Harper
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 105,000	\$ 250,000	\$ 1,250,000	\$ 250,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: EDA/FM Department Budget 100%			Budget Adjustment:	No
			For Fiscal Year: 2018/19 - 2023/24	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

A certified water treatment company is a standard maintenance best practice used and required to provide labor, materials and chemicals necessary to perform management of; chemical water treatment, electrical, mechanical and water conservation, health and safety enhancements, manpower optimization, green chemistry, analysis, reports and emergency / non-emergency treatment programs of the heating, ventilation, air conditioning (HVAC) and Boiler Systems within approximately (65) county buildings and sites. The water treatment services provided by Aqua-Serv Engineers would include the water of the HVAC, Boiler and mechanical system water conditioning and treatment on a weekly and or monthly basis at approximately 65 site locations throughout the county within over five-million square feet of facilities under the guise of industry standards and management best practices.

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

Impact on Residents and Businesses

There are no negative impact on citizens and businesses. Maintaining the water treatment within HVAC, boiler and other related mechanical systems under the guise of industry standards, maintenance best practices and regulatory compliance standards will promote healthy safe and efficient operation of air conditioning and heating systems for county constituents.

Additional Fiscal Information

The allocation of funding for the Agreement of \$250,000 covers the \$206,172 for annual services and allows for up to \$43,828 in additional expenditures for equipment upgrades and unforeseen needs. The 25% increase requested, which would start in FY2020/21, will cover any future upgrades of the water treatment systems.

Contract History and Price Reasonableness

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

Purchasing issued Request for Proposal (RFP) #FMARC-264 for Water Treatment Services. The notification was sent to 46 companies and advertised on the Purchasing website. Two responses were received and both responses were reviewed by the participating departments. Annual costs ranged from \$176,183 to \$206,172 for all sites. Aqua-Serv was found to be the most responsive bidder based on technical ability and offered award of the Agreement for Water Treatment Services.


ATTACHMENTS:

- Agreement with Aqua-Serv Engineers, Inc.

RF: HM: VC: GG: AC


Keshini Basma, Principal Management Analyst 3/18/2019


Teresa Summers, Director of Purchasing 2/14/2019


Gregory V. Priamos, Director County Counsel 2/15/2019

PROFESSIONAL SERVICE AGREEMENT

for

WATER TREATMENT SERVICES

between

COUNTY OF RIVERSIDE

and

AQUA-SERV ENGINEERS, INC.



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This Agreement, made and entered into this 30th day of January, 2019, by and between **AQUA-SERV ENGINEERS, INC.**, a California corporation, (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, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 continues in effect through **January 31, 2024**, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

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 under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000) 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 (If applicable). 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 and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

Economic Development Agency / Facilities Management

Attn: Accounts Payable

3133 Mission Inn Ave.

Riverside, CA 92507

- a) Each invoice shall contain a minimum of the following information: facility building number and location, invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FMARC-96896-002-01/24); blanket purchase order number (if issued), 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. 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 that may 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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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. The material, reports or products may be used by the COUNTY for any purpose that the 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 the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution

of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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 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 particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison The COUNTY Economic Development Agency (EDA) Facilities Maintenance Division Deputy Director, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Agent, or designee, is to serve as the liaison with CONTRACTOR and the COUNTY EDA Facilities Maintenance Division Deputy Director, or designee, in connection with this

Agreement. Purchasing Agent, or designee, liaison duties include, but are not limited to, written amendments and corrective actions.

17.1 Riverside County Economic Development Agency

Maintenance Services Division

3403 10th Street, Ste. 310

Riverside, CA 92501

Phone: 951-955-9312

Fax: 951-955-8405

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 Maintenance Division

2991 Franklin Ave.

Riverside, CA 92507

Attn: EDA Purchasing

Aqua-Serv Engineers, Inc.

Kyle J Rossi – (951) 790-8125 krossi@aqua-serv.com

13560 Colombard Court Fontana, CA 92337

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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 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.

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.

A. 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.

B. 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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.

D. 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 exceeds \$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 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).

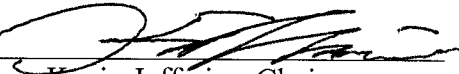
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of 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.

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

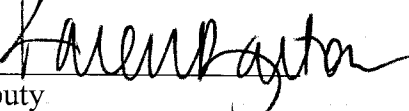
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COUNTY OF RIVERSIDE, a political
subdivision of the State of California

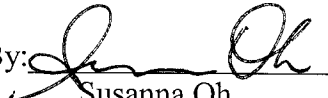
By: 
Kevin Jefferies, Chairman
Board of Supervisors

Dated: MAR 26 2019

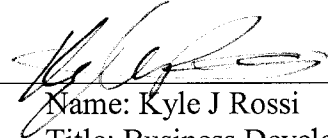
ATTEST:
Kecia Harper-~~Henn~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh,
Deputy County Counsel

AQUA-SERV ENGINEERS, INC., a
California corporation

By: 
Name: Kyle J Rossi
Title: Business Development Manager

Dated: 12/20/18

EXHIBIT A SCOPE OF SERVICES

A1.0 This is a service Agreement for water conditioning/treatment for building open & closed-loop systems, cooling towers, boilers, evaporative condensers, shell and tube and condensers. Contractor shall provide emergency service twenty-four (24) hours a day seven (7) days per week. An analysis of the aforementioned equipment and systems will be required for equipment condition and tracking purposes. This service is to be provided County-wide. **Water conditioning, water treatment products, analysis, and reports services are to be provided monthly**, per the specifications herein. Site evaluations will be provided to the Deputy Director of Maintenance.

- a) An initial visit by the Contractor and the County will take place at the beginning of the Agreement period to ascertain what services are required to bring all sites to "standard". These costs will be separate and a one-time charge, based on contracted labor rate plus supplies. Once established, the Contractor shall be responsible to keep the standards consistent to the County.

A2.0 Program Objectives:

Contractor shall work with County to maintain current equipment, identify future replacement of all designated critical systems' chemical controlled equipment with energy efficient, modern, web based remote monitored controlled equipment via cellular modem and assist in mapping out a plan on such a replacement. This would optimize chemical water treatment deliverables and allow technology to enhance service efficiency.

A3.0 Program Outcomes:

Contractor shall work with County to reduce water usage due to low cycles of concentration from cooling towers overflows, inoperable and or unreliable control equipment, and scale due to excessive electrical usage caused by equipment failure, corrosion to heat transfer equipment caused by lack of chemical feed by equipment failures, and excessive electrical usage due to biological fouling of heat transfer surfaces.

A4.0 Work Plan / Communication:

Contractor shall utilize a team oriented approach to work with County. The service team for the County will consist of Field Technical Representatives, Full Service Representatives, Field Service Management Staff, Field Special Delivery Services, Office Administrative Staff and Office Management Staff.

A5.0 Field Technical Representatives will be the primary service representatives at each location.

- a) Contractor shall have a total of four (4) members of the primary service team. Each member shall perform the bulk of the testing and service reporting at each location.
- b) The service team shall visit each site at a periodicity required by the County.

A6.0 During each visit Contractor shall perform the service required and at a minimum consisting of:

- a) Sample the various waters
- b) Test each of the samples
- c) Make any required adjustments to the feed and control equipment.
- d) Perform inventories of the treatment chemicals
- e) Place orders
- f) Complete a service report with the services teams findings, recommendations and actions taken
- g) Deliver the service report to the County representative, and copy the awarded contractor service reporting coordinator. Service reporting is in most cases, electronic, but can be hand written.

A7.0 Full Service Representatives shall be the full service backup to the Field Technical Representatives.

- a) Contractor shall have a total of 2 members on the backup team.
- b) As the conditions at each site warrant, the Field Technical Reps may call in the assistance of the Full Service Reps assigned to each area.
- c) Contractor full service reps are able to perform more of the hands on repair work at each site. Some of these tasks include, tower cleaning, condenser cleaning, boiler boil outs, feed and control equipment installations, re-bedding sand filters, etc.
- d) Contractor shall provide service back up for vacations, illness etc.

A8.0 Field Service Management Staff shall consist of one (or more) personnel capable of meeting with County Management to discuss emerging service or technical issues at each of the locations.

- a) Provide technical backup and consult for the field service personnel
- b) Cover for vacations and illness
- c) Backs up the Office Management Staff

A9.0 Special Delivery Services shall consist of a local delivery driver.

- a) Contractor shall provide one person assigned to handle the chemical deliveries and pumping of chemicals for those County locations utilizing special delivery services.
- b) The delivery will be dispatched from Contractor's warehouse, and pump the chemicals INTO the chemical containments at each location.
- c) Empty drums (30 and 55 gallon) shall be removed at the time of delivery
- d) Contractor MUST provide the transportation criteria they will be using at the commencement of the Agreement, including, but not limited to, safety information, DOT specifications that apply to this type of transportation of chemicals, industry standards and applicable State / Local / Federal guidelines / regulations as applicable to the transportation of chemicals included in this solicitation.

A10.0 Office Administrative Staff will consist of one person, working out of Contractor headquarters local in CA.

- a) Contractor's staff shall be responsible for gathering County Service Reports and maintaining a file on work performed on a weekly basis.
- b) Contractor's staff shall be responsible to weekly publish a listing of completed and required service visits by site. This weekly report is routed to service personnel and management staff.
- c) Contractor's management staff will use this weekly service reporting status to allocate resources to ensure that service requirements are met.

A10.1 Office Management Staff shall consist of the General Manager of the Contractor responsible for the following:

- a) Maintain a listing, by location, of the ongoing service efforts.
- b) Quarterly issues a service results spreadsheet, showing the status of treatment issues, equipment and projects at each location. This can also be used to highlight where additional County or Contractor resources are needed to bring a location into compliance.
- c) The quarterly report may be reviewed face to face with County Management personnel at regularly scheduled management review meetings.

A11.0 Chemicals and Maintenance Reporting Mechanisms.

A11.1 Interaction between County and Contractor shall consist of the following:

- a) Service reporting at each site will be performed by Contractor representative performing the service, at the time of service.

- b) This service report can be emailed or handed to the responsible County representative at the time of service, and the results discussed in as much detail as required. Additionally, for emerging service or equipment issues that require immediate attention by County personnel, who may be off site, Contractor shall provide updates via phone and email.
- c) Contractor shall provide weekly service reports to the County staff member.
- d) Contractor shall compile a weekly service report status sheet, and forward the results to awarded contractor management for action.
- e) This report can be reviewed with County management on a regular basis, or at least Quarterly, as the County may decide.

A12.0 Contractor shall provide a water treatment program for the County of Riverside, Facilities Management Department, in accordance with the following general and specific requirements. The water treatment program shall include, but not be limited to, the following systems:

- a) All cooling towers and evaporated condensers.
- b) All chilled and hot water circulating systems.
- c) All steam and hot water boilers, including feed water, boiler water, and condensate systems.
- d) All TES tanks. (Thermal Energy Storage).

A12.1 The water treatment program shall include chemicals designed to provide for the prevention of scale and fouling on all metal surfaces, the inhibition of corrosion and loss of system metals, and the control of biological growth in all the aforementioned systems.

A12.2 Contractor shall provide all technical support, on-site water analyses and inspections, laboratory analyses (as requested), and equipment inspections on a minimum monthly service frequency to insure efficient heat transfer surfaces are maintained during the course of this contract at all locations. Internal chiller inspections and boiler examinations shall be performed when the equipment is disassembled for annual maintenance, provided 48 hours advance notice is provided to Contractor by County.

A12.3 Contractor shall provide technical assistance and service for new installations and work closely with contracted mechanical engineers for various projects that may occur in the future.

A12.4 Any changes of the Contractor field service personnel shall be submitted to the County prior to the changes being made.

A12.5 Contractor shall provide all current and future waste water requirements for local, State, and Federal agencies to the County.

A12.6 Contractor shall provide all its employees with recurring periodic safety training courses which are mandatory to retain employment.

A13.0 CHEMICALS

A13.1 All Contractor chemicals used in the treatment process for the County shall meet or exceed local, State, and Federal registration requirement minimums. All chemicals used in the treatment of the water systems shall bear the awarded contractor (or manufacture) name and shall prominently display the product identification number. All chemicals provided shall not violate local, State or Federal codes and/or regulations. Products, where applicable, shall meet or exceed all EPA requirements of both the State of California and the Federal EPA and all the products will be duly registered with both agencies. The awarded contractor shall provide all product safety data sheets (SDS) as required by OSHA.

A13.2 Contractor shall provide and maintain at each facility: Product Safety Data Sheets, and container labels for all products recommended for use in the water treatment program. FDA and USDA approval documents shall be provided where applicable. All copies of monthly reports and other data shall be given to, or emailed to a County onsite area superintendent (per preference) for inclusion in the onsite service notebook.

A13.3 All chemical product containers shall be Department of Transportation (DOT) approved.

A13.4 All chemical products provided by Contractor, currently or in the future, shall be available in multiple size containers (ie: five, thirty, and fifty-five gallon liquid, and fifty pound dry compound).

A13.4(a) Contractor should also have available "Hands Free Bulk Delivery" of liquid products that are metered and pumped in to permanent onsite containers. This feature eliminates both County employees and

Contractor employees from handling of potentially hazardous chemicals and eliminates accidental chemical spills and the disposal of empty chemical containers. The results are fewer Workmen's Comp. injury insurance claims by County employees, and reduced product waste that is caused by the impossibility of totally emptying a pail or drum of liquid chemical product.

A13.5 All chemical products are batch dated and shipped as soon as possible after manufacturing. All chemical products are produced under the strict guidelines of ISO 9001 Certification which insures the products shall perform as specified and quality is guaranteed.

A13.6 Contractor shall provide County at the beginning of this agreement with a list of chemical products to be supplied which shall indicate the product code (number), the product description (name), the form (liquid or dry), the function (cooling tower, closed loop, boiler, biocide, etc.), along with pounds required to treat one-thousand (1,000) gallons of makeup water to the specified systems and control ranges for those systems. In future, if product substitutions or changes are mutually agreed to regarding a particular product, the "use cost" information for that replacement product shall be submitted. List should include the applicable safety data materials.

A13.7 An annual submittal of this information should not be required as the Contractor is dealing with a static application stated by the laws of chemistry. If a price adjustment is made on any of the chemical products, an adjusted use cost will be submitted within 30 days of adjustment by Contractor.

A13.8 The following product list shall be utilized for optimum operating conditions based on geographical location, system configuration, and incoming water quality:

A13.8.1 Cooling Towers:

- e) Corrosion and scale control - Contractor. 4619 and 4911
- f) Prevention of buildup and treatment on heat transfer surfaces - Contractor. 4211 and 4712
- g) Operative control ranges – 4619 = 120 ppm; 4911 = 100 ppm; 4211 = 25 ppm; 4712 = 10 ppm
- h) Control of bacteria, algae, and fungi - Contractor. 7414, 7420, 7423, and 7909
- i) Control of oxidation – controlled by Contractor. inhibitors 4619 and 4911
- j) Additional recommendations – above product list provides optimum protection against scaling, corrosion, silt deposition, and a broad spectrum of biological fouling organisms.

A13.8.2 Steam Boiler Water Treatment:

- a) Control of oxygen corrosion in pre-boiler and internal steam boiler water systems - Contractor. 2462 and 2465 sulfite-based oxygen scavengers
- b) Control of iron deposits and inhibition of scale growth - Contractor. 2302 organic blend of acrylic polymer and phosphonates
- c) Control of sludge - Contractor. 2302 polymer and sodium hydroxide content
- d) Control of alkalinity - Contractor. 2302 sodium hydroxide content
- e) Additional recommendations – addition of Contractor. 3446 tri-blend amine provides steam line and condensate return line protection and covers short runs, long runs, and pressure reducing stations effectively.

A13.8.3 Closed Heating Hot Water and Chilled Water Systems:

- a) Provide protection to ferrous and non-ferrous metals
 - i. 8412 Closed Loop Treatment (HHW and CHW)
 - ii. 8664 TES Closed Loop Treatment

A13.8.4 Closed Chilled Water Systems:

- a) Provide protection to ferrous and non-ferrous metals
 - i. 8412 Closed Loop Treatment (HHW and CHW)

A13.8.5 Open Loop Chilled Water Systems:

- a) Provide protection to ferrous and non-ferrous metals
 - i. 8664 TES Closed Loop Treatment

A13.8.6 TES Tanks:

- a) 8664 TES Closed Loop Treatment

A13.9 Qualifying Statements/Dosage Rates per 1,000 Gallons**A13.9.1 Cooling tower scale/corrosion inhibitor**

- a) 4911 Cooling Tower Scale and Corrosion Inhibitor
 - i. 100 ppm product (fed at 33 ppm to makeup at 3 cycles of concentration)
 - ii. 0.275 pounds per 1,000 gallons of makeup water

- a) 4619 Scale and Corrosion Inhibitor with Biodispersant
 - i.* 120 ppm product (fed at 40 ppm to makeup at 3 cycles of concentration)
 - ii.* 0.3336 pounds per 1,000 gallons of makeup water

A13.9.2 Cooling tower oxidizing biocide

- a) 7414 Powdered Oxidizing Biocide
 - i.* 0.2 lb. per 1,000 gallons
- b) 7909 Liquid Bromine Biocide (for high pH & auto feed)
 - i.* 4 oz/1,000 gallons

A13.9.3 Cooling tower non-oxidizing biocide

- a) 7420 gluteraldehyde non-oxidizing micro-biocide
 - i.* 17 oz per 1,000 gallons
- b) 7423 isothiazolin non-oxidizing micro-biocide
 - i.* 19 oz per 1,000 gallons

A13.9.4 Cooling tower sludge dispersant

- a) 4712 liquid dispersant
 - i.* 10 ppm to tower volume
 - ii.* 0.0834 pounds per 1,000 gallons of cooling tower water volume
- a) 4211 penetrant/surfactant
 - i.* 25 ppm to tower volume
 - ii.* 0.2085 pounds per 1,000 gallons of cooling tower water volume

A13.9.5 Steam boiler oxygen scavenger

- a) 2465 liquid sulfite oxygen scavenger (neutral pH)
 - 1. 40 ppm/ppm O₂ in BFW
 - a. Using 1.0 ppm dissolved O₂ in feedwater requires 40 ppm
 - b. 0.3336 pounds per 1,000 gallons of feedwater
 - 2. 8.4 ppm/ppm residual
 - a. Using 20 ppm as the residual, requires 168 ppm
 - b. 1.40 pounds per 1,000 gallons of boiler water capacity
- b) 2462 liquid sulfite oxygen scavenger (low pH)

3. 18.05 ppm/ppm O₂ in BFW
 - a. Using 1.0 ppm dissolved O₂ in feedwater requires 18.05 ppm
 - b. 0.1505 pounds per 1,000 gallons of feedwater
4. 3.6 ppm/ppm residual
 - a. Using 20 ppm as the residual, requires 72 ppm
 - b. 0.6 pounds per 1,000 gallons of boiler water capacity

A13.9.6 Steam boiler scale/corrosion inhibitor

- a) 2302 organic blend of acrylic polymer and phosphonate
 - i. 500 ppm in boiler water
 - ii. At 20 cycles of concentration, 0.2085 pounds will treat 1,000 gallons of boiler water volume
 - iii. It would take 24.94 pounds to treat 1,000,000 pounds of steam

A13.9.7 Steam boiler iron dispersant

- a) 2302 combination iron and hardness sequestrant
 - i. 500 ppm in boiler water
 - ii. At 20 cycles of concentration 0.2085 pounds will treat 1,000 gallons of boiler water volume
 - iii. It would take 24.94 pounds to treat 1,000,000 pounds of steam

A13.9.8 Steam boiler sludge dispersant

- a) 2302 polymer and sodium hydroxide disperse sludge
 - i. 500 ppm in boiler water
 - ii. At 20 cycles of concentration 0.2085 pounds will treat 1,000 gallons of boiler water volume
 - iii. It would take 24.94 pounds to treat 1,000,000 pounds of steam

A13.9.9 Steam boiler steam line and condensate return neutralizer

- a) 3446 tri-blend amine with Morpholine, Cyclohexylamine, and Diethylaminoethanol (DEAE) for wide-range distribution throughout steam systems
 - i. Fed at 0.5 ppm per ppm CO₂ in the steam
 - ii. If steam contains 1.0 ppm CO₂, 0.5 ppm is required

- iii. 0.5 pounds will treat 1,000,000 pounds of steam

A13.9.10 Closed system corrosion inhibitor

- a) 8412 – Sodium Borate Nitrite closed heating and chilled water systems
 - i. 10 gallons/1,000 fresh water
- a) 8664 – Sodium nitrite/molybdate corrosion inhibitor for open chilled water and TES systems
 - i. 0.5 gallons/1,000 fresh water

A13.10 Description of Methods, Chemicals, and Procedures for the Following Tasks:

A13.10.1. Cleaning of piping systems and heat exchangers

- a) Systems are flushed down to raw water quality
- b) New systems use Contractor. 5484 alkaline cleaner
 - i. Removes new piping mill scale
 - ii. Removes new construction soldering flux
 - iii. Removes dirt and cutting oils

A13.10.2 Scaled systems - 5425 or 5420 acid cleaners depending on the severity of the scale

A13.10.3 Appropriate chemical is added at one gallon per 100 gallons of system water

A13.10.4 If 5425 is used, the dosage is two pounds per 5 gallons of system water

- a) Solution is circulated depending on system temperature
- b) Closed water piping/exchangers may take up to 48 hours at 44° F
- c) Closed water piping/exchangers may take up to 24 hours at 70° F
- d) Closed water piping/exchangers may take up to 12 hours at 120° F
- e) Closed water piping/exchangers may take up to 6 hours at 180° F
- f) Chemical monitoring and pH checks are performed throughout the procedure
- g) System is flushed after cleaning process and immediately treated with corrosion inhibitor

A13.10.5 De-scaling of cooling towers

- a) Galvanized towers/evaporative condensers –5425 is inhibited against attacking galvanized coatings

- i. Cooling systems are flushed down to raw water quality prior to adding chemicals
 - ii. The lower the TDS in the system, the more solids will be dissolved in the water
 - iii. Bleed off, drains, and overflows are secured before product is added
 - iv. Scaled systems will neutralize the 5425 as the scale dissolves
 - v. Visual observation of the surfaces to be cleaned will determine if one application was sufficient; if scale still exists, draining, flushing, and repeating the above procedure is recommended
 - vi. When complete, drain and flush the tower and add three times the normal dosage of scale/corrosion inhibitor, and put all control equipment back to normal operation
- b) Stainless steel towers – same procedure as for above systems, but low dosages. 5420 may be added at 5% to 10% of solution strength. Do not bring pH below 2.0 for more than 30 minutes; if this occurs, open drain to allow fresh makeup in to elevate the pH. Foaming may occur, so anti-foam may be required. If the pH of the solution stops rising for more than 15 minutes, the operation is finished. When the system is clean, drain and flush, then high-level the regular scale/corrosion inhibitor at three times the normal dosage. Return automatic control equipment to normal operation.

A14.0 TECHNICAL SPECIFICATIONS

A14.1 Contractor shall supply all specified chemicals for each job site. Application of all liquid chemicals to cooling towers shall be administered by automatic control equipment. County employees shall not be required to manually add liquid products to these systems. If dry compounds are mandated, Contractor personnel shall add as needed on regular service visits. SDS Sheets for all products used at each location shall be prominently displayed at each application location and each storage location. All SDS Sheets for all products utilized by the County shall be on file with the Economic Development Agency Purchasing & Supply Services Division. All product containers at each site shall have required labeling on each container.

- A14.2** Services not covered under the maintenance program shall be billed at bid labor rates, (Rates / services should be noted as a separate attachment by Bidder). Normal rates apply from 6 AM to 6 PM on regular working days. All other times shall be after hours, weekends, and holidays.
- A14.3** All samples for water analysis/testing will be collected by Contractor personnel at each respective site and a written report shall be delivered to the appropriate County Building Maintenance Superintendent for that area.
- a) Contractor shall supply a small scale test kit with supplies for possible follow-up by the County personnel.
- A14.4** All monitoring equipment and associated components, including, but not limited to monitor modules, solenoid valves and coils, pumps, tubing, fittings, receptacles, wiring, feed pumps, etc., shall be the responsibility of the County to pay for said components. Components shall be replaced like-for-like item by Contractor at the request of the County. All labor for repair or replacement shall be incurred by the County. Exception: Components that have been damaged due to negligence of Contractor. (i.e. chemical feed tanks empty, and pump running dry) shall fall entirely on the Contractor.
- A14.5** Contractor keeps an adequate supply of repair parts on their vehicles to fulfill the requirements of these specifications.
- A14.6** Calibration/adjustment of chemical feed and monitoring controls shall be the responsibility of the Contractor.
- A14.7** Conductivity control shall be monitored either on a daily basis or until such time conductivity is under normal control.
- A14.8** Contractor shall be responsible to clean all probes in association with conductivity and pH control.

A14.9 Contractor shall check all chemical storage tanks and refill if necessary and maintain chemical inventory.

A14.10 Contractor shall be responsible for removal of all empty chemical containers.

A14.11 Cooling Towers, Evaporative Condensers, and Tube and Shell Condensers

A14.11.1 Testing: Contractor shall be responsible for the analysis/testing of water for cooling towers, evaporative condensers, tube & shell condensers.

- a) Contractor shall complete accurate and precise tests and chemical calculations for proper chemical control
- b) All control ranges must meet or exceed Manufacturers recommendations.**

A14.11.2 Treatment: Contractor shall be responsible for the following services for treatment of cooling towers, tube and shell condensers and evaporative condensers. Contractor shall keep on-site records readily available for County staff to review.

- a) Two compatible micro-biocides shall be used for algae and slime control to keep the system slime and algae free. This shall be an algaecide and a biocide, and shall be alternated weekly.
- b) Check chemical feed pump operation.
- c) Make adjustments and calibrate conductivity controllers.
- d) Clean conductivity and pH probes.
- e) Maintain operation of sand filter systems.
- f) Check bleed-off for proper operation, clean strainers as necessary.
- g) Check all chemical storage tanks and refill if necessary.
- h) Maintain chemical inventory. Chemical storage tanks shall not be left empty. Failure to keep tanks adequately filled shall cause County to acquire chemicals from another source and deduct costs from Contractor's monthly billing.
- i) All pre-approvals shall be in writing and signed by County Deputy Director of Maintenance.

A14.11.3 Cleaning:

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

A14.11.4 Frequency:

- a) Testing: Once per week, or as necessary.
- b) Treatment: Once per week, or as necessary.
- c) Cleaning: Quarterly or as needed. Site shall be kept clean. Equipment appearance must be neat and clean.

A14.12 Closed Loop**A14.12.1 Testing:**

- a) Contractor shall provide all water analyses required by the County

A14.12.2 Treatment: Contractor shall be responsible for the following services regarding water treatment of closed loop systems:

- a) Adding chemicals to pot feeders.
- b) Cleaning of systems as necessary, or if determined by County, or its authorized agent.

- c) Check filters, and clean or replace if necessary. Filters, if replaced, shall be borne by Awarded contractor.

A14.12.3 Cleaning: Contractor shall be responsible for cleaning all loop systems as needed. Awarded contractor shall be responsible for:

- a) Flushing of entire system, as deemed necessary by Contractor or the County.
- b) Adding of chemicals.

A14.12.4 Frequency:

- a) Testing: Monthly
- b) Treatment: As needed
- c) **If water loss is noted, system shall be tested and treated monthly until system is in control.**

A15.0 Open Loops

- a) Contractor shall provide required chemicals needed to protect ferrous and non-ferrous metals.

A16.0 Boilers, Steam Lines, Condensate Return Systems, Feed Water Tanks:

A16.1 Boilers and boiler cleanings shall be a part of the maintenance program. Contractor shall supply a water-side evaluation (submitted to FMD) upon annual shut-down and cleaning of each boiler with subsequent written report as to their findings. Water treatment/conditioning to the boiler shall be Contractor responsibility.

- a) Note: Boiler at the Riverside Universal Health System (RUHS) is soft water fed.

A16.2 Testing:

- a) Contractor shall be responsible to provide results and monitor boilers, steam lines, condensate return systems, and feed water tanks.
- b) Contractor shall complete accurate and precise tests and chemical calculations for proper chemical control.

A16.3 Treatment: Contractor shall be responsible for the following water treatment services regarding boilers, steam lines, condensate return systems, and feed water tanks:

- a) Contractor shall check all chemical storage tanks and refill if necessary. Maintain chemical inventory. Chemical storage tanks shall not be left empty. Failure to keep tanks adequately filled shall cause County to acquire chemicals from another source and deduct costs from awarded contractor monthly billing.
- b) Contractor shall check chemical feed pumps for operation.
- c) All boiler functions shall be the responsibility of the County.

A16.4 Frequency:

- a) Analysis/Testing: Once per week, or as required for proper control.
- b) Treatment: Continuous for proper control.
- c) Surface bleed-off: Conductivity control, until TDS is within limits.
- d) Contractor shall provide a written chemical equipment inspection and assessment report (with each visit) to avoid any equipment failure. The written report shall contain information of chemical tests, appearance of scaling, corrosion, or any other problems found. This report shall be sent to County the same day the inspection / assessment is made.

A17.0 TES Tanks / Thermal Energy Storage Tanks: These systems are to be treated with molybdate for ferrous metals, axole for yellow metals, treated for proper pH and also tested and treated for biological contamination

A18.0 SPECIAL REQUIREMENTS / CONDITIONS

A18.1 At the commencement of this Agreement, Contractor shall assess systems and report to County personnel of the initial base line of systems. Contractor is not responsible for equipment turn over that does not meet performance criteria due to scaling, microbiological build up, and corrosion using the base line assessment at the startup of this agreement. Contractor shall be responsible for repair and or replacement of any HVAC equipment that has been damaged due to Contractor neglect to perform the specifications herein. This shall include but not limited to failure to provide scheduled testing/treatment as specified, improper proportions of chemicals, incorrect types of chemicals, which, due to neglect, have deteriorated or caused damage to said

equipment wherein repair and/or replacement of equipment is required to bring system up to normal operating standards.

A18.2 Contractor's staff utilized to perform the specifications of this Agreement shall be trained in the proper use and/or accidental spillage of chemicals pursuant to OSHA directives 1910.1200 of the Hazardous Communication Standards.

A18.3 MSD sheets are required at each County site where chemicals are stored or used. All chemical containment vessels will be labeled and identified. Contractor shall be responsible to ensure all sites have MSDS sheets displayed in a readily available location. MSD sheets on all chemicals used shall be submitted by Contractor to the County at the beginning of this Agreement.

A18.4 In the event the work performance of Contractor is not satisfactory, Contractor shall be notified and be given twenty-four (24) hours to correct the work. Labor for all rework shall be at no cost to the County.

A18.5 Contractor shall supply all tools, chemicals, equipment, and parts needed to perform the requirements of this Agreement.

A18.6 REPORTS: Contractor shall provide a monthly report via email of all test results and treatment provided (i.e. amounts added, repairs made/needed, parts used, etc.) to an on-site Superintendent, and/or a County Engineer. If site does not have any of these personnel, report shall be submitted to the designated County Contact and a list of names and emails will be supplied at award.

A18.7 Contractor shall also supply a statement of any and all unusual or undesirable conditions which, in Contractor's opinion, could or could tend to detract from the system performing according to design specifications.

A18.8 Contractor shall have a full time engineering and management personnel for the proper monitoring and implementation of the program. In addition, Contractor shall conduct training

and provide printed materials, covering all aspects of boiler, and cooling water treatment and systems to appropriate County personnel.

A18.9 Contractor shall provide on-site training to all engineering and management personnel for the proper monitoring and implementation of the program.

A18.10 Testing: All test equipment, reagents, operating limitations, log sheets, and test procedures shall be equal to and compatible with existing monitoring, and control equipment, reagents, log sheets and procedures.

A18.11 Delivery of Materials: Deliveries shall include all County locations.

- a) Emergency shipments shall be made within twenty-four (24) hours of order.
- b) Storage of on-site chemicals must meet or exceed all Local, State and Federal guidelines.
- c) All materials delivered shall be FOB Destination.
- d) It is the desire of the County to phase out and replace all Acid Based chemicals and where found the Contractor shall recommend suitable replacement(s).

A18.12 LOG BOOK AT EACH SITE: Each site shall have a posted log book wherein the technical staff will enter the date and what inspections/test occurred along with his/her signature. These log books shall be inspected and verified by County staff. Each log book shall have current SDS sheets attached.

A18.13 QUARTERLY MEETINGS: Contractor shall be required to meet with County staff every quarter to discuss contract performance and any other concerns.

A19.0 Future Upgrade: In addition to the known system currently in place, County is looking for assistance with future upgrades to all systems which would be more modernized and include remote monitoring capabilities and advanced technology. Contractor will work with County to determine a solution and course of action for the future of these systems based on their knowledge, expertise and industry changes for more efficient and technologically advanced systems.

EXHIBIT B PAYMENT PROVISIONS

B1.0 – Annual Costs and Per Service Costs:

Full Service Annual Cost	\$206,172.00
Technical Services Cost per 1000 gallons / Cooling Water	\$10.21
Technical Services Cost per 1000 gallons / Closed Loop	\$51.40
Technical Services Cost per 1000 gallons / TES Applications	\$74.32
Full Service / Technical Service Blended Annual Cost	\$206,172.00
Full Service / Technical Service Blended Cost per 1000 gallons / Cooling Water	\$10.21
Full Service / Technical Service Blended Cost per 1000 gallons / Closed Loop	\$51.40
Full Service / Technical Service Blended Cost per 1000 gallons / TES Applications	\$74.32
Billing Labor Rates: Normal Working Hours (6 AM to 6 PM)	\$80.00/HR
Billing Labor Rates: After Hours, Weekends, Holidays	\$80.00/HR

B2.0 - Water Treatment Building Locations, Service Levels and Cost:

Bldg. #	Bldg. Name	Address	Notes:	Site Visits	Cost per site visit	Annual Cost
BA 0176	Larry D. Smith Correctional	1627 S. Hargrave St. Banning, CA 92220	FULL SERVICE Cooling Tower (2), Hot Water (1), Chilled Water (1)	4 Times a Month	\$253.00	\$12,144.00
CR 0403	County Administration Center	505 S Buena Vista Ave Corona, CA 92882	Hot Water (1), CH (1)	Quarterly	\$150.00	\$600.00
HM 602	County Administrative Center Bldg. B	880 N State St. Hemet, CA 92543	Hot Water (1), CH (1)	Quarterly	\$150.00	\$600.00
IN 701	Indio TES tank	82-675 Hwy 111 Indio, CA 92201	Chilled Water (1), Thermal Expansion System (1)	Quarterly	\$150.00	\$600.00
IN 702	Sheriff / Jail	46057 Oasis St. Indio, CA 92201	Hot Water (1), CH (1)	Quarterly	\$150.00	\$600.00
IN 708	Desert Community Mental Health Center	82485 Miles Ave Indio, CA 92201	Hot Water (1), Chilled Water (1), Cooling Tower (2)	4 Times a Month	\$104.00	\$4,992.00
IN 717	Health Clinic	47923 Oasis St. Indio, CA 92201	Hot Water (1)	Quarterly	\$75.00	\$300.00
IN 718	CHA Mental Health Inpatient	47915 Oasis St. Indio, CA 92201	Hot Water (1)	Quarterly	\$75.00	\$300.00
IN 719	CHA Mental Health Outpatient	47825 Oasis St Indio, CA 92201	Hot Water (1)	Quarterly	\$75.00	\$300.00
IN 720	Central Plant / Facilities Management	47919 Oasis St Indio, CA 92201	Chilled Water (1), Cooling Tower (2)	4 Times a Month	\$172.00	\$8,256.00
IN 735	Monroe Park	44199 Monroe St. Indio, CA 92201	Cooling Tower (2), Hot Water (1)	4 Times a Month	\$67.00	\$3,216.00
MU 1307	South West Justice Center Central Plant	30755 Auld Rd Murrieta, CA 92563	Cooling Tower (3), Hot Water (1), Chilled Water (1), Thermal Expansion System (1)	4 Times a Month	\$269.00	\$12,912.00
MV 1204	Sheriff's MV 3403	16791 Davis Ave Moreno Valley, CA 92518	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	\$104.00	\$4,992.00

MV 1206	Star Hotel	16958 Bundy Ave. Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	\$75.00	\$300.00
MV 1208	Cal Fire Admin Bldg.	16888 Bundy Ave Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	\$75.00	\$300.00
MV 1209	Cal Fire Dorms	16902 Bundy Ave Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	\$75.00	\$300.00
PG 1101	County Admin Center - Palm Springs	3255 E Tahquitz Canyon Way Palm Springs, CA 92262	Hot Water (1), Chilled Water (1), Cooling Tower (1)	4 Times a Month	\$104.00	\$4,992.00
PD 2207	Sheriff's Station HQ	73705 Gerald Ford Drive Palm Desert, CA 92211	Hot Water (1), Chilled Water (1), Cooling Tower (1)	4 Times a Month	\$104.00	\$4,992.00
PR 0808	Sheriff/Coroner	800 S Redlands Avenue Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	\$150.00	\$600.00
PR 0829	Mead Valley Library	21580 Oakwood St Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	\$150.00	\$600.00
PR 0831	Mead Valley Community Center	21091 Rider St. Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	\$150.00	\$600.00
RV 901	Historic Courthouse	4050 Main Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	\$134.00	\$6,432.00
RV 904	Criminal Justice Bldg.	4095 Lemon Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	\$74.00	\$3,552.00
RV 905	County Admin Center	4080 Lemon Street Riverside, CA 92501	Cooling Tower (3), Chilled Water (3). Hot Water (1)	4 Times a Month	\$238.00	\$11,424.00
RV 906	Economic Development Agency	3525 14th Street Riverside, CA 92501	Hot Water (1), Chilled Water (1)	Quarterly	\$150.00	\$600.00

RV 908	Communication/911 Center	7195 Alessandro Blvd Riverside, CA 92506	Cooling Tower (1), Hot Water (2), Chilled Water (3)	4 Times a Month	\$148.00	\$7,104.00
RV 914	Robert Presley Detention Center	4000 Orange Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	\$134.00	\$6,432.00
RV 917	DPSS Client Services	10281 Kidd Street Riverside, CA 92503	Hot Water (1),	Quarterly	\$75.00	\$300.00
RV 919	Mental Health Treatment Facility	9990 County Farm Road Riverside, CA 92503	Hot Water (1),	Quarterly	\$75.00	\$300.00
RV 920	Mental Health Administration	4095 County Circle Drive Riverside, CA 92503	Hot Water (1),	Quarterly	\$75.00	\$300.00
RV 921	DPSS Administration	4060 County Circle Drive Riverside, CA 92503	Hot Water (1),	Quarterly	\$75.00	\$300.00
RV 922	Public Health Administration	4065 County Circle Drive Riverside, CA 92503	Hot Water (1),	Quarterly	\$75.00	\$300.00
RV 924	County Farm Central Plant	4090 County Circle Drive Riverside, CA 92503	Thermal Expansion System (1), Cooling Tower (1)	4 Times a Month	\$233.00	\$11,184.00
RV 925	Facilities Management	3133 Mission Inn Avenue Riverside, CA 92507	Cooling Tower (1), Chilled (1), Hot Water (1)	4 Times a Month	\$74.00	\$3,552.00
RV 927	Riverside Neighborhood Health Clinic	7140 Indiana Ave Riverside, CA 92504	Chilled Water (1), Hot Water (1),	Quarterly	\$150.00	\$600.00
RV 1087	YTEC	10000 County Farm Road Riverside, CA 92503	Chilled Water (1), Hot Water (1),	Monthly	\$75.00	\$900.00
RV 944	Law Library	3535 10th Street Riverside, CA 92501	Chilled Water (1), Hot Water (1),	Quarterly	\$150.00	\$600.00
RV 958	Purchasing Fleet Services	2980 Washington Street Riverside, CA 92504	Chilled Water (1), Hot Water (1),	Quarterly	\$150.00	\$600.00

RV 967	Reynolds Road / DPSS	3950 Reynolds Rd Riverside, CA 92503	Chilled Water (1), Hot Water (1), Cooling Tower (1)	4 Times a Month	\$74.00	\$3,552.00
RV 971	Juvenile Probation	9889 County Farm Rd Riverside, CA 92503	Chilled Water (1), Hot Water (1),	Quarterly	\$150.00	\$600.00
RV 990	Probation	3021 Franklin Ave Riverside, CA 92507	Cooling Tower (1), Chilled Water (1), Hot Water (1),	4 Times a Month	\$74.00	\$3,552.00
RV 996	Public Defender Bldg.	4075 Main Street Riverside, CA 92501	Chilled Water (1), Hot Water (1),	Monthly	\$75.00	\$900.00
RV 1001	Bankruptcy Court	3420 12th Street Riverside, CA 92501	Hot Water (1)	Quarterly	\$75.00	\$300.00
RV 1003	U.S. District Court	3470 12th Street Riverside, CA 92501	Hot Water (1)	Quarterly	\$75.00	\$300.00
RV 1005	CAC Annex	4080 Lemon Street Riverside, CA 92501	Cooling Tower (1), Chilled Water (1), Hot Water (1),	4 Times a Month	\$74.00	\$3,552.00
RV 1017	Public Defender	4090 Lemon Street Riverside, CA 92501	Cooling Tower (1), Chilled Water (1), Hot Water (1),	4 Times a Month	\$74.00	\$3,552.00
RV 1044	Riverside Centre Building	3403 10th Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1)	4 Times a Month	\$99.00	\$4,752.00
RV 1058	Law Building	3960 Orange Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1)	4 Times a Month	\$119.00	\$5,712.00
JV 5908	Sheriff Investigation Bureau	1500 Castellano Rd Riverside, CA 92509	Cooling Tower (1), Chilled Water (1), Hot Water (1)	4 Times a Month	\$74.00	\$3,552.00
JV 5916	Animal Shelter	6851 Van Buren Blvd Riverside, CA 92503	Cooling Tower (1), Chilled Water (1), Hot Water (1)	4 Times a Month	\$104.00	\$4,992.00
SJ 1412	Animal Shelter	581 S. Grand Ave. San Jacinto, CA 92582	Cooling Tower (2), Chilled Water (1), Hot Water (1)	4 Times a Month	\$104.00	\$4,992.00
TM 1501	County Administration Center - A	41002 County Center Drive Temecula, CA 92591	Hot Water (1),	Quarterly	\$75.00	\$300.00

TM 1502	County Administration Center - B	41002 County Center Drive Temecula, CA 92591	Hot Water (1)	Quarterly	\$75.00	\$300.00
TM 1503	County Administration Center - C	41002 County Center Drive Temecula, CA 92591	Cooling Tower (1), Hot Water (1), Chilled Water, (1)	4 Times a Month	\$74.00	\$3,552.00
MV 1212	Riverside University Health System (RUHS)	26520 Cactus Avenue Moreno Valley, CA 92555	Thermal Expansion System (1), Cooling Tower (1), Hot Water (1), Chilled Water (1), Steam (1)	Monthly	\$2,680.00	\$32,160.00
MV1212	Riverside University Health System (RUHS) Education Building	26520 Cactus Avenue Moreno Valley, CA 92555	Chilled Water Closed Loop (1), Hot Water Closed Loop (1)	Quarterly	\$150.00	\$600.00
MV1212	RUHS -Education Building	26520 Cactus Avenue Moreno Valley, CA 92555	Report on Thermal Energy Storage	Quarterly	\$75.00	\$300.00
TR 5309	Thermal Sheriff's Station	86655 Airport Blvd. Thermal, CA 92274	Cooling Tower (1), Hot Water (1), Chilled Water, (1)	4 Times a Month	\$162.00	\$7,776.00
JV 5913	Louis Rubidoux Library	5840 Mission Blvd. Riverside, CA 92509	Hot Loop (1)	Quarterly	\$75.00	\$300.00
IN 0721	Indio Library	200 Civic Center Mall Indio, CA 92201	Cooling Tower (1) Closed Loop	2 Times a Month Quarterly	\$104.00	\$2,496.00
RV 1082	Rustin Mental Health Facility	2085 Rustin Ave Riverside, CA 92507	Hot Loop (1)	Quarterly	\$75.00	\$300.00
RV 0558	Riverside Data Center (RC3)	1960 Chicago Ave. Bldg. F Riverside, CA 92507	Cooling Towers (2) Condensed Loop (1)	Weekly	\$154.00	\$7,392.00
RV1066	Gateway Building	2724 Gateway Dr. Riverside, CA 92507	Cooling Towers (1) Condensed Loop (1)	Weekly	\$122.00	\$5,856.00