

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



ITEM: 3.1
(ID # 26650)

MEETING DATE:
Tuesday, January 07, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT (FM-MAINTENANCE), Ratify and Approve the Water Treatment Service Agreement with Aqua-Serv Engineers, Inc. for Water Treatment Services and to continue providing services for over 65 facilities and sites throughout the county without seeking competitive bids from January 1, 2024, through June 30, 2025, for total amount of \$160,176, and approval of the Aqua-Serv Agreement, and Authorize the Chair of the Board to Execute on Behalf of the County; California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Section 15301 Existing Facilities, and 15061 (b)(3) Common Sense Exemption; All Districts. [\$160,176 - 100% Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the approval of the Water Treatment Service Agreement is exempt from CEQA, pursuant to State CEQA Guidelines Section 15301 Existing Facilities and Section 15061(b) (3), "Common Sense" Exemption;
2. Ratify and approve the Water Treatment Service Agreement with Aqua-Serv Engineers for Water Treatment Services in the amount of \$160,176, from January 1, 2024, through June 30, 2025, and authorize the Chair of the Board to execute said Agreement on behalf of the County;

Continued on page 2

ACTION:Policy


Rose Salgado, Director of Facilities Management 1/26/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: January 7, 2025
xc: FM

Kimberly A. Rector
Clerk of the Board

By  Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorized the Purchasing Agent, or designee, to issue Purchase Orders for goods and/or services that do not exceed the Board approved amount;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that stay within the intent of the Agreement; and
5. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the Agreement to FM for distribution.

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost:	Ongoing Cost
COST	\$ 160,176	\$ 0	\$ 160,176	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: FM Department Budget 100%			Budget Adjustment:	No
			For Fiscal Year:	24/25

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

BACKGROUND:

Summary

The use of a certified water treatment company for maintenance services of water conditioning and treatment for facilities and closed loop systems is a standard best practice. The selected water treatment company provides the required materials and chemicals necessary to perform the management of; chemical water treatment, 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.

The necessary water treatment services provided by Aqua-Serv Engineers, through a short-term Service Agreement, would include the service of HVAC, boiler and mechanical system water conditioning and treatment on a weekly and or monthly basis at approximately 65 owned facilities throughout the county and within over five-million square feet of space utilizing industry standards and management best practices.

The water treatment program shall provide the prevention of scale and fouling on all metal surfaces, the elimination of corrosion and loss of metal, and the control of biological growth in all the open and closed systems. Facilities Management recommends the Board of Supervisors approve this short-term sole source request for the duration of January 1, 2024, through June 30, 2025, while a new contract is fully bid and then negotiated.

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The approval of the Service Agreement has no direct effect anticipated other than the continued and necessary water treatment at County owned facilities. The implementation of the Service Agreement would not alter the existing development or result in an increase in capacity; and is limited to creating a mechanism to keep the existing facilities fully operational and safe, without significant water quality issues. Therefore, the Service Agreement is exempt as the application meets the scope and intent of the Class 1 Existing Facilities Categorical Exemption identified in Section 15301 and Section 15061 (b)(3) "Common-Sense" Exemption. A Notice of Exemption will be filed by FM staff with the County Clerk within five days of Board approval to be posted with the County Clerk and the State Clearinghouse.

Impact on Residents and Businesses

There is 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

Facilities Management is requesting approval of this short-term sole source request for the duration of January 1, 2024, through June 30, 2025, until a new contract can be fully bid, negotiated, and then approved by the Board. Facilities Management has worked collaboratively with Purchasing to bring this short-term solution forward, with efforts underway to initiate the bid process for a more solidified arrangement. We anticipate having a recommendation for new award with contract for services prior to the end of this current fiscal year.

Description:	FY24/25	Total
Water treatment	\$160,176	\$160,176
Total Costs	\$160,176	\$160,176

Contract History and Price Reasonableness

The Purchasing Department on behalf of Facilities Management issued Request for Proposal (RFP) #FMARC-264 for Water Treatment Services in 2019 and Aqua-Serv Engineers was awarded the contract. This short-term Service Agreement has been deemed reasonable when compared to the market for similar services by other vendors.

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ATTACHMENTS:

- Agreement with Aqua-Serv Engineers, Inc.
- Single Source Justification
- NOE


Melissa Curtis, Deputy Director of Purchasing and Fleet 12/5/2024


Aaron Gettis, Chief of Deputy County Counsel 12/5/2024

WATER TREATMENT SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

AQUA-SERV ENGINEERS, INC.



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This Agreement made and entered 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, Cost Sheet and at the locations stated in Exhibit C, Water Treatment Building Location & Service Levels.

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 ratified to January 1, 2024, and effective January 1, 2024 and continues in effect through June 30, 2025, 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 received, and expenses incurred in accordance with the terms of Exhibit B, Cost sheet at the locations listed in Exhibit C. Maximum payments by COUNTY to CONTRACTOR shall not exceed the total amount of one-hundred sixty thousand, one-hundred seventy-six dollars (\$160,176) 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 term of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. No retroactive price adjustments will be considered.

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:

RIVERSIDE COUNTY FACILITIES MANAGEMENT DEPARTMENT

Email invoices to: fm-invoices@rivco.org

Or Invoices may be mailed Attn: Accounts Payable

3450 14th St Suite 200

Riverside CA 92501

a) Each invoice shall contain a minimum of the following information (where applicable): invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number FMARC-0001153; 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 Codes, 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 thirty (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 thirty (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.

7.4 During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed by COUNTY.

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

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

18. Notices

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

COUNTY OF RIVERSIDE

Purchasing & Fleet Services
ATTN: FM PCS
3450 14th Street Suite 420
Riverside, CA 92501

CONTRACTOR

Aqua-Serv Engineers Inc
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 ten (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. Policy shall name the COUNTY as Additional Insureds.

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 \$2,000,000 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.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

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 a minimum of 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. If CONTRACTOR insurance

carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) 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.

6) 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9) 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.

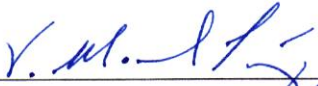
23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means

an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature page to follow]

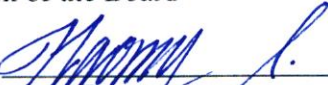
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

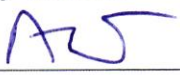
By: 
V. MANUEL PEREZ
Chair, Board of Supervisors

Dated: 1/07/2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy


APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Aaron Gettis
Chief Deputy County Counsel

AQUA-SERV ENGINEERS, INC.
a California Corporation

By: 
Name: Travis Long
Chief Executive Officer

Dated: 12/03/24

By: 
Name: Matthew D Fogle
Secretary

Dated: 12/3/2024

EXHIBIT A SCOPE OF SERVICES

A1. Service

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.

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, modem, 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.

AS.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 handwritten.

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.

All.0 Chemicals and Maintenance Reporting Mechanisms.

All.I 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 ensure 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 wastewater 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 (i.e.: 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 into 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 ensures 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:

- a) Corrosion and scale control - Contractor. 4619 and 4911
- b) Prevention of buildup and treatment on heat transfer surfaces - Contractor. 4211 and 4712
- c) Operative control ranges - 4619 = 120 ppm; 4911 = 100 ppm; 4211 = 25 ppm; 4712 = 10 ppm
- d) Control of bacteria, algae, and fungi - Contractor. 7414, 7420, 7423, and 7909
- e) Control of oxidation- controlled by Contractor. inhibitors 4619 and 4911

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)
- b) 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)

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)
 - ii. 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 10 ppm to tower volume
- b) 4211 penetrant/surfactant 25 ppm to tower 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

A13.9.6 Steam boiler scale/corrosion inhibitor

- a) 2302 organic blend of acrylic polymer and phosphonate
500 ppm in boiler water
At 20 cycles of concentration, 0.2085 pounds will treat 1,000 gallons of boiler water volume. 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
500 ppm in boiler water
At 20 cycles of concentration 0.2085 pounds will treat 1,000 gallons of boiler water volume. 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
500 ppm in boiler water. At 20 cycles of concentration 0.2085 pounds will treat 1,000 gallons of boiler water volume, 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. Fed at 0.5 ppm per ppm CO₂ in the steam

A13.9.10 Closed system corrosion inhibitor

- a) 8412 - Sodium Borate Nitrite closed heating and chilled water systems
- b) 10 gallons/1,000 fresh water 8664 - Sodium nitrite/molybdate corrosion inhibitor for open chilled water and TES systems 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
- c) Removes new piping mill scale

- d) Removes new construction soldering flux
- e) 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

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) t) 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. Surface bleed-off: Conductivity control, until TDS is within limits.
- c) 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.

AI 7.0 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 cause 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 LOGBOOK AT EACH SITE: Each site shall have a posted logbook wherein the technical staff will enter the date and what inspections/test occurred along with his/her

signature. These logbooks shall be inspected and verified by County staff. Each logbook 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. COUNTY OBSERVED HOLIDAYS:

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2 when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

EXHIBIT B
Cost Sheet

The Cost of the above program will be \$160,176 per the term of this Agreement. Installments of \$20,022 will be made monthly with a zero (0) percent increase at the end of the term of this Agreement.

SYSTEMS MANAGED UNDER THIS AGREEMENT				
42	Cooling Towers		2	Steam Systems
53	Heating Hot water Loops		4	Thermal Energy Storage
41	Chill Water Loops			
7	Condenser Loops			

EXHIBIT C

Note: additional locations may be added to the agreement by amendment.

Water Treatment Building Locations and Service Levels					
Bldg. #	Bldg. Name	Address	Note:	Site Visits	Service
BA0176	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	Yes-Central
CR0403	County Administrative Center	505 S. Buena Vista Ave. Corona, CA 92282	Hot water (1), CH (1)	Quarterly	Yes-Western
HM602	County Administrative Center Bldg-B	880 N. State St., Hemet, CA 92543	Hot Water (1), CH (1)	Quarterly	Yes-Central
IN701	Indio TES Tank	82-675 Hwy 111 Indio, CA 92201	Chilled water (1) , Thermal Expansion System (1)	Quarterly	Yes-Eastern
IN0782	Sheriff/Jail	84-675 Hwy 111 Indio, CA 92201	Hot water (1), CH (1) Cooling Towers (3)	Twice a Month	Yes-Eastern
IN708	Desert Community Mental Health Center	82485 Miles Ave., Indio, CA 92201	Hot water (1), Chilled Water (1), Cooling Tower (2)	4 Times a Month	Yes-Eastern
IN717	Health Clinic	47923 Oasis St. Indio, CA 92201	Hot Water (1)	Quarterly	Yes-Eastern
IN718	CHA Mental Health Inpatient	47915 Oasis St., Indio, CA 92201	Hot Water (1)	Quarterly	Yes-Eastern
IN719	CHA Mental Health Outpatient	47825 Oasis St. Indio, CA 92201	Hot Water (1)	Quarterly	Yes-Eastern
IN720	Central Plant/FM	47919 Oasis St. Indio, CA 92201	Chilled Water (1), Cooling Tower (2)	4 Times a Month	Yes-Eastern
IN735	Monroe Park	44199 Monroe St., Indio, CA 92201	Cooling Tower (2), Hot Water (1)	4 Times a Month	Yes-Eastern
MU1307	Southwest Justice Center	30755 Auld Rd., Murrieta, CA 92563	Cooling Tower (3), Hot Water (1), Chilled Water (1), Thermal Expansion System (1)	4 Times a Month	Yes-Central
MV1204	Sheriff's MV3403	16791 Davis Ave., Moreno Valley, CA 92518	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	Yes-Central
MV1206	Star Hotel	16958 Bundy Ave. Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	Yes-Central
MV1208	CalFire Admin Bldg	16888 Bundy Ave. Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	Yes-Central

Water Treatment Building Locations and Service Levels					
Bldg. #	Bldg. Name	Address	Note:	Site Visits	Service
MV1209	CalFire Dorms	16902 Bundy Ave., Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	Yes-Central
PG1101	County Admin Center-Palm Springs	3255 E Tahquitz Canyon Way, Palm Springs, CA 92262	Hot water (1), Chilled Water (1) Cooling Towers (2)	4 Times a Month	Yes-Central
PD2207	Sheriff's Station HQ	73705 Gerald Ford Dr., Palm Desert, CA 92211	Hot Water (1), Chilled Water (1), Cooling Tower (2)	4 Times a Month	Yes-Central
PR0808	Sheriff/Coroner	800 S Redlands Ave., Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	Yes-Central
PR0829	Mead Valley Library	21580 Oakwood St., Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	Yes-Central
PR0831	Mead Valley Community Center	21091 Rider St., Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	Yes-Central
RV901	Historic Courthouse	4050 Main St., Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	Yes-Northwestern
RV904	Criminal Justice Bldg.	4095 Lemon St., Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	Yes-Northwestern
RV905	County Administration Center	4080 Lemon St., Riverside, CA 92501	Cooling Tower (3), Chilled Water (3), Hot Water (1)	4 Times a Month	Yes-Northwestern
RV906	TLMA	3525 14 TH St., Riverside, CA 92501	Hot Water (1), Chilled Water (1)	Quarterly	Yes-Northwestern
RV908	Communications/911 Call Center	7195 Alessandro Blvd., Riverside, CA 92506	Cooling Tower (1), Hot Water (2) Chilled Water (3)	4 Times a Month	Yes-Northwestern
RV914	Robert Presley Detention Center	4000 Orange St., Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	Yes-Northwestern
RV917	DPSS Client Services	10281 Kidd St., Riverside, CA 92503	Hot Water (1)	Quarterly	Yes-Western
RV919	Mental Health Treatment Facility	9990 County Farm Rd., Riverside, CA 92503	Hot Water (1)	Quarterly	Yes-Western
RV920	Mental Health Admin	4095 County Circle Dr., Riverside, CA 92503	Hot Water (1)	Quarterly	Yes-Western

Water Treatment Building Locations and Service Levels					
Bldg. #	Bldg. Name	Address	Note:	Site Visits	Service
RV921	DPSS Admin	4060 County Circle Dr., Riverside, CA 92503	Hot Water (1)	Quarterly	Yes-Western
RV922	Public Health Administration	4065 County Circle Dr., Riverside, CA 92503	Hot Water (1)	4 Times a Month	Yes-Central
RV924	County Farm Central Plant	4090 County Circle Dr., Riverside, CA 92503	Thermal Expansion System (1), Cooling Tower (1)	4 Times a Month	Yes-Western
RV927	Riverside Neighborhood Health Clinic	7140 Indiana Ave., riverside, CA 92507	Chilled Water (1), Hot Water (1)	Quarterly	Yes-Western
RV1087	YTEC	10000 County Farm Rd., Riverside, CA 92503	Chilled Water (1), Hot Water (1),	Monthly	Yes-Western
RV944	Law Library	3535 10 th St., Riverside, CA 92501	Chilled Water (1), Hot Water (1)	Quarterly	Yes-Northwestern
RV958	Purchasing Fleet Services	2980 Washington St., Riverside, CA 92501	Chilled Water (1), Hot Water (1)	Quarterly	Yes-Northwestern
RV967	Reynolds Rd/DPSS	3950 Reynolds Rd., Riverside, CA 92503	Chilled Water (1), Hot Water (1), Cooling Tower (1)	4 Times a Month	Yes-Western
RV971	Juvenile Probation	9889 County Farm Rd., Riverside, CA 92503	Chilled Water (1), Hot Water (1)	Quarterly	Yes-Western
RV990	Probation	3021 Franklin Ave., Riverside, CA 92507	Cooling Tower (1), Chilled Water (1), Hot Water (1)	4 Times a Month	REMODEL
RV996	Public Defender Bldg.	4075 Main St., Riverside, CA 92501	Chilled Water (1), Hot Water (1)	Monthly	Yes-Northwestern
RV1001	Bankruptcy Court	3420 12 th St., Riverside, CA 92501	Hot Water (1)	Quarterly	Yes-Northwestern
RV1003	U.S. District Court	3470 12 th St., Riverside, CA 92501	Hot Water (1)	Quarterly	Yes-Northwestern



Rose Salgado
Director of Facilities Management

Date: Friday, November 15, 2024
From: Rose Salgado
To: Board of Supervisors/Purchasing Agent
Via: Brian Henwood/ Miranda Ulm
Subject: Sole or Single Source Procurement; Request for Water Treatment Services

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.*)

☒ **Single Source** ☐ **Sole Source**

Supporting Documents indicate which are included in the request from the list below

☒ Supplier Quote ☐ Supplier Sole Source Letter ☒ Final Draft Agreement
☒ Final Draft Form 11 ☐ H-11 Approved by RCIT/TSOC ☐ Other

1. Supplier being requested: Aqua-Serv Engineering, Inc.
2. Vendor ID: 0000000610

- a. **Describe the goods/service being requested:** Aqua-Serv Engineers will provide a chemical water treatment program for the prevention of scale and fouling on all metal surfaces, the inhibition of corrosion and loss of metal, and the control of biological growth in all the open and closed systems. They will also provide water testing and treatment of the HVAC, boilers and mechanical systems water conditioning on a weekly and monthly basis at 65 county site locations.
- b. **Explain the unique features of the goods/services being requested from this supplier:** Aqua-Serv has been successfully providing this service for the past 5 years. This routine service helps to lower maintenance cost on the equipment and minimize health risks. Previous attempts to utilize other vendors have resulted in damage to County equipment when inappropriate chemicals

Facilities Management

3450 14th Street, Suite 200
Riverside CA 92501
Main Line: 951.955.3345 Fax: 951.955.4828
Facilities Emergency 24-Hour Line: 951.955.4850

**Project Management Office
Maintenance & Custodial
Real Estate & Parking
Administration
Energy**

Success means exceeding our customer's expectations.

were introduced. Aqua-Serv has a proven record of water testing and supplying needed chemicals to keep HVAC and boilers functioning as intended.

c. **What are the operational benefits to your department?** Water treatment services are a vital part of regular equipment maintenance. Without a water treatment program HVAC, boiler, mechanical systems, and cooling towers equipment can fail or be damaged. Improper chemical levels in machinery will cause damage such scaling and fouling metal surfaces in addition to corrosion (loss of metal) costing the County thousands of dollars in repairs and equipment replacement.

d. **Provide details on any cost benefits/discounts:** Aqua-Serv has agreed to honor the prior agreement and provide services with no change in cost. In addition to maintaining prior agreed pricing, the benefit to this service is the reduction in energy costs by having the equipment operating more efficiently and extending the life of the equipment.

3. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

☒ Yes

☐ No

a. If yes, please explain why you are requesting to utilize an SSJ process: In order to preserve and ensure optimal functioning County equipment, we are requesting single source approval. This approval will allow the department time to process a new competitive bid.

4. Has your department previously requested/received an assigned tracking number for a single or sole source request for this supplier for the goods/service request now? *(If yes, please provide the reviewed single or sole source tracking number).*

☐ Yes SSJ# _____ ☒ No

a. What was the total annual and aggregate amount? _____

5. Identify all costs for this requested in the table below: If review is for multiple years, all costs must be identified below:

Description:	Current Fiscal Year	Total
One-time Costs:	\$160,176	\$160,176
Total Costs		\$160,176

6. Period of Performance: 1/1/24 to 6/30/25

Ratify Start Date (If Applicable): 2/1/2024

Initial Term Start Date: 1/1/2024 End Date: 6/30/2025

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one year periods): _____

Aggregate Term/End Date: 6/30/2025

7. Board of Supervisors Date (if applicable): 12/17/24

By signing below, I certify that all contractual and legal requirements to do business with the selecte4d supplier has been fully vetted and approved.

ROSE SALGADO [Signature] 12/3/2024
Print Name Department Head Signature
(Executive Level Designee) Date

PCS Reviewed:

Rick Hai [Signature] 12/4/2024
Print Name Signature Date

Note: Once signed by Department Head and PCS (signature lines above), the PCS e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: Gap Coverage

Not to exceed:

☐ One-time \$ _____ ☒ Annual Amounts reflected in completed chart for Question #4
Total Cost \$ 1160,176

[Signature] 12/4/2024 25-093
Purchasing Agent Signature Date Tracking Number