

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



**ITEM: 3.21
(ID # 28385)**

MEETING DATE:
Tuesday, July 29, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT (FM-MSD): Approve the Professional Services Agreement for Water Treatment Services with Aqua-Serv Engineers, Inc., effective August 1, 2025 through August 31, 2026, with the option to renew for four additional one- year periods. California Environmental Quality Act Exempt Pursuant to State (CEQA) Guidelines Section 15301, Class 1 Existing Facilities Exemption, and Section 15061(b)(3) "Common Sense" Exemption; All Districts. [Total Cost \$1,500,000 with \$150,000 in additional compensation - 100% Facilities Management Department Budget Fund 47210] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Water Treatment Professional Services Agreement is exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;
2. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A;
3. Authorize the use of Facilities Management Department Budget Fund 47210, not to exceed \$300,000 annually;

Continued on Page 2


ACTION:4/5 Vote Required, Policy

Vincent Yzaguirre
Vincent Yzaguirre 7/16/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 29, 2025
xc: FM-MSD, Auditor

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve the attached Professional Services Agreement for Water Treatment Services between the County of Riverside (County) and Aqua-Serv Engineers, Inc. a California Corporation, from August 1, 2025 through August 31, 2026, in the amount not-to-exceed \$300,000 annually, with the option to renew for an additional four (4) years from August 1, 2026 through August 31, 2030, and authorize the Chair of the Board to execute the Agreement on behalf of the County;

5. Authorize the Director of Facilities Management, or designee, to administer the agreement with Aqua-Serv Engineers, Inc. in accordance with applicable Board policies;

6. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to (a) sign amendments that exercise the option(s) of the agreements, including modifications to the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed \$30,000 annually for the term of the Agreement; and

7. Authorize the Purchasing Agent to issue Purchase Orders to Aqua-Serv Engineers, Inc. for goods or services provided that do not exceed the Board approved amount that is consistent with the Professional Service Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 300,000	\$ 300,000	\$ 1,500,000	\$ 300,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Facilities Management Department Budget Fund 47210 - 100%			Budget Adjustment: Yes	
			For Fiscal Year: 25/26 – 30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 12, 2025, the Riverside County Purchasing Department (Purchasing) advertised the Request for Quote (RFQ) FMARC-00326 for the selection of a qualified firm to provide water conditioning and treatment services for building open- and closed-loop systems, cooling towers, boilers, evaporative condensers, shell and tube condensers for various County facilities throughout the County of Riverside. Three firms responded to the RFQ and a selection committee was established to review each firm’s qualifications. After reviewing the submitted qualifications, Aqua-Serv Engineers, Inc., a California corporation, was selected as the most responsive and responsible firm for a not-to-exceed amount of \$300,000 annually, which includes a 10% annual contingency.

The additional contingency, if needed, is to allow the addition of new sites, one-time services, and annual Consumer Price Index (CPI) price increases as needed, making a total aggregate

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Agreement of \$1,500,000, which includes up to \$150,000 in additional compensation. The scope of services includes maintenance of the current equipment to 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 assistance in mapping out a plan for replacements.

Facilities Management recommends the Board of Supervisors (Board) approve the Professional Services Agreement with Aqua-Serv Engineers, Inc. in the not-to-exceed amount of \$300,000 annually in accordance with applicable Board policies.

With certainty, there is no possibility that the Water Conditioning and Treatment Services Professional Services Agreement may have a significant effect on the environment. The approval of the agreement would provide maintenance of the existing water conditioning and treatment systems at existing County facilities, and that would not alter the existing building footprints or result in an increase in capacity of use. Therefore, the approval of the Water Conditioning and Treatment Services Professional Services Agreement is exempt, as the resulting services meet the scope and intent of the Class 1 Existing Facilities Categorical Exemption identified in Section 15301, and Common-Sense Exemption identified in Section 15061 (b)(3). A Notice of Exemption will be filed by Facilities Management staff with the County Clerk and State Clearinghouse within five days of Board approval.

Contract History and Price Reasonableness

The County of Riverside's Purchasing Department, on behalf of Facilities Management, issued a Request for Quote (RFQ) #FMARC-00326 for Water Conditioning and Treatment Services on March 12, 2025. The RFQ was posted on PublicPurchase.com, with notifications of the solicitation being distributed to three hundred and sixty (360) vendors. Of those, sixty (60) accessed the solicitation, and three (3) submitted bid responses.

Each bid response was evaluated based on the criteria outlined in the RFQ: proposal content, bidder qualifications and experience, overall cost to the County, any clarifications, exceptions or deviations, and applicable credentials, resumes, licenses, certifications. After review, two (2) of the three (3) proposals were deemed non-responsive and were not considered for award.

Aqua-Serv Engineers, Inc. holds all required licenses and certifications necessary to perform the scope of work outlined in the RFQ. After a thorough evaluation of all submitted responses, the County determined that Aqua-Serv met all qualifications and demonstrated the experience, compliance, and reliability needed to fulfill the contract requirements. As such, Aqua-Serv was selected for award as the most responsive and responsible bidder. Their proposal was complete, aligned with the County's needs, and offered the best overall value based on the evaluation criteria.

Impact on Residents and Businesses

The Water Conditioning and Treatment Services will optimize chemical water treatment deliverables and allow technology to enhance service efficiency in County facilities as well as

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reducing water usage, corrosion, and excessive electrical usage—thereby better serving the clients and residents of Riverside County. There is no negative impact on residents and businesses.

Additional Fiscal Information

Schedule A has been included herein this Board action for the Auditor Controller to increase appropriations and revenues in the amount of \$300,000. All costs associated with this Board action are 100% funded by Facilities Management Department Budget Fund 47210.

Attachments:

- Schedule A – Facilities Management Budget Adjustment
- Professional Services Agreement with Aqua-Serv Engineers, Inc.
- Notice of Exemption to the Professional Services Agreement with Aqua-Serv Engineers, Inc.

VY:MM:SP


Melissa Curtis, Deputy Director of Purchasing and Fleet 7/15/2025


Aaron Gettis, Chief of Deputy County Counsel 7/17/2025

Riverside County
Facilities Management
 3450 14th Street, Riverside, CA 92501

NOTICE OF EXEMPTION

July 10, 2025

Project Name: Approval the Water Conditioning and Treatment Service Agreement with Aqua-Serv for Riverside County Facilities

Project Number: MT28385

Project Locations: Multiple Sites Countywide (See attached table)

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
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
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
RV1005	CAC Annex	4080 Lemon St., Riverside, CA 92501	Cooling Tower (1), Chilled Water (1), Hot Water (1)	4 Times a Month	Yes-Northwestern
RV1017	Public Defender	4090 Lemon St., Riverside, CA 92501	Cooling Tower (1), Chilled Water (1), Hot Water (1)	4 Times a Month	Yes-Northwestern
RV1044	Riverside Centre Bldg.	3403 10 th St., Riverside, CA 92501	Cooling Tower (1), Hot Water (1)	4 Times a Month	Yes-Northwestern
RV1058	Law Building	3960 Orange St., Riverside, CA 92501	Cooling Tower (10), Hot Water (1)	4 Times a Month	Yes-Northwestern
JV5908	Sheriff Investigation Bureau	1500 Catellano Rd., Riverside, CA 92509	Cooling Tower (1), Chilled Water (1), Hot Water (1)	4 Times a Month	Yes-Northwestern
JV5916	Animal Shelter	6851 Van Buren Blvd., Riverside, CA 92503	Cooling Tower (1), Chilled Water (1), Hot Water (1)	4 Times a Month	Yes-Western
SJ1412	Animal Shelter	581 S. Grand Ave. San Jacinto, CA 92582	Cooling Tower (2), Chilled Water (1), Hot Water (1)	4 Times a Month	Yes-Central
TM1501	County Administration Center -A	41002 County Center Dr., Temecula, CA 92591	Hot Water (1)	Quarterly	Yes-Central
TM1502	County Administration Center -B	41002 County Center Dr., Temecula, CA 92591	Hot Water (1)	Quarterly	Yes-Central
TM1503	County Administration Center -C	41002 County Center Dr., Temecula, CA 92591	Cooling Tower (1), Hot Water (1), Chilled Water (1)	4 Times a Month	Yes-Central
MV1212	Riverside University Health System (RUHS)	26520 Cactus Ave., Moreno Valley, CA 92555	Thermal Expansion System (1), Cooling Tower (1), Hot Water (1), Chilled Water (1), Steam (1)	Monthly	

MV1212	RUHS-Education Bldg.	26520 Cactus Ave., Moreno Valley, CA 92555	Report on Thermal Energy Storage	Monthly	
TR5309	Thermal Sheriff's Station	86655 Airport Blvd., Thermal, CA 92274	Chilled Water (1)	Monthly	Yes-Eastern
JV5913	Louis Rubidoux Library	5840 Mission Blvd., Riverside, CA 92509	Hot Loop (1)	Quarterly	Yes-Northwestern
RV1082	Rustin Mental Health Facility	2085 Rustin Ave., Riverside, CA 92507	Hot Loop (1)	Quarterly	Yes-Northwestern
RV0558	Riverside Data Center (RC3)	1960 Chicago Ave., Bldg F., Riverside, CA 92507	Cooling Tower (2), Condensed Loop (1)	Weekly	Yes-Northwestern
RV1066	Gateway Bldg.	2724 Gateway Dr., Riverside, CA 92507	Cooling Tower (1), Condensed Loop (1)	Weekly	Yes-Northwestern
IN0781	Indio Law Bldg.	82-995 Hwy 111 Indio, CA 92201	Hot Loop (1), Cooling Towers (3)	Twice A Month	New to list
BA0101	Mid County DA Office	135 N. Alessandro Banning, CA 92221	Hot Loop (1)	Quarterly	Yes-Central
TP4502	Animal Shelter	72050 Petland Pl., Thousand Palms, CA	Hot Loop (1)	Quarterly	Yes-Eastern
BE1622	Harmony Haven	14700 Manzanita Prk. Rd., Beaumont, CA 92223	Chilled Water (1), Heating Loop (1)	Quarterly	New on list Yes-Central

Description of Project: On March 12, 2025, the Riverside County Purchasing Department (Purchasing) advertised the Request for Quote FMARC-00326 (RFQ) for the selection of a qualified firm to provide water conditioning and treatment services for building open and closed-loop systems, cooling towers, boilers, evaporative condensers, shell and tube condensers for various County facilities throughout the County of Riverside. Three firms responded to the RFQ and a selection committee was established to review each firm's qualifications. After reviewing the submitted qualifications, Aqua-Serv Engineers, Inc was selected as the most responsive and responsible firm for a not to exceed amount of \$300,000 annually, including a 10% annual contingency. The additional contingency, if needed, is to allow the addition of new sites, one-time services, and annual CPI price increases as needed, making a total aggregate Agreement of \$1,500,000 with up to \$150,000 in additional compensation. The scope of services includes: maintenance of the current equipment to 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 assistance in mapping out a plan for replacements. The approval of the Water Conditioning and Treatment Services Professional Services Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The County sites will continue to provide public services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; and 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, and 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the provision of water conditioning and treatment services at County facilities.

PROFESSIONAL SERVICE AGREEMENT

for

WATER TREATMENT SERVICES

between

COUNTY OF RIVERSIDE

and

AQUA-SERV ENGINEERS, INC.



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This Agreement 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, and to the Agreement.

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 August 31, 2026, with the County having four (4) options to renew, unless terminated earlier. Each option shall be for twelve (12) month increments. County shall exercise each option by providing CONTRACTOR with written notice 30 days prior to the extension of the then-current term, which both parties shall then memorialize in a written amendment. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter until the completion date. 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 shall not exceed three-hundred thousand dollars (\$300,000) 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:

Riverside County Facilities Management

Attn: Accounts Payable

3450 14th Street Suite 200

Riverside, CA 92501

Electronic Invoices: FM-Invoices@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FMARC-96896-001-8/30); 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 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.

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. Intentionally Deleted

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

Facilities Management
Procurement Contract Specialist
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 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 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. We are no longer suggesting that coverage must be written with “admitted” markets. In recent years, an increasing percentage of coverage has moved to surplus lines markets that are “licensed” to conduct business, but not “admitted”. These non-admitted markets may offer customized forms and better coverage and better pricing than admitted markets. But a non-admitted market may not be supported by a state’s insolvency fund. As a result, you may consider asking for a higher financial size rating as an indication of a non-admitted insurer’s financial capacity

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.

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 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 Manager'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, and/or any subsequent amendment(s), 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 of 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.

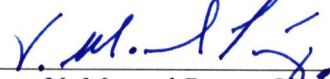
[Signature Page to Follow]

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

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

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

AQUA-SERV ENGINEERS, INC. a California Corporation

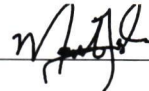
By: 
V. Manuel Perez, Chair
Board of Supervisors

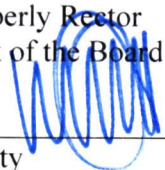
By: 
Name: Travis Long
Title: Chief Executive Officer

Dated: JUL 29 2025

Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Name: Matthew Fogle
Title: Secretary

By: 
Deputy

Dated: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

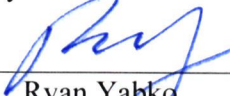
By: 
Ryan Yabko
Deputy County Counsel

EXHIBIT "A"
SCOPE OF SERVICES

1.0 SCOPE OF SERVICES:

1.1 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. The 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 throughout the County of Riverside. **Water conditioning, water treatment products, analysis, and report services are to be provided per the frequency stated in Exhibit B, per the specifications herein.** The CONTRACTOR shall provide site evaluations to the Deputy Director of Maintenance.

1.2 The CONTRACTOR shall maintain current equipment to 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 as well as reducing water usage, corrosion and excessive electrical usage.

1.3 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).

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

2.0 GENERAL:

2.1 CONTRACTOR shall provide all technical support, on-site water analyses and inspections, laboratory analyses (as requested), and equipment inspections on a minimum monthly service frequency, to 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.

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

- 2.3 Any changes of the field service personnel shall be submitted to the COUNTY prior to the changes being made.
- 2.4 CONTRACTOR shall provide all current and future wastewater requirements for local, State, and Federal agencies to the COUNTY.
- 2.5 CONTRACTOR shall provide all employees with recurring periodic safety training courses which are mandatory to retain employment.
- 2.6 CONTRACTOR shall maintain continuous Worker's Compensation Insurance, as required by the state, as well as liability policies that will keep the COUNTY harmless against any or all loss, cost damage claims expense and/or liability caused by accident or injury to CONTRACTOR employees occurring in connection with the operations under this contract. Insurance Certificates will be forwarded to the COUNTY as requested on an annual basis.

3.0 Work Plan / Communication: The CONTRACTOR shall complete the requirements of the contract specifications by utilizing a team-oriented approach. The service team for the COUNTY will consist of Field Technical Representatives, Full-Service Representatives, Field Service Management Staff, Field Special Delivery Services, Office Administrative Staff and Office Management Staff.

- 3.1 **Field Technical Representatives will be the primary service representatives at each location.**
 - a) CONTRACTOR shall have a total of 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 specification in Exhibit B.
- 3.2 **During each visit the CONTRACTOR shall perform the service required by the specification, and at a minimum consisting of:**
 - a) Sample the various waters
 - b) Test each of the samples
 - c) Make any required adjustments to the feed and control equipment.
 - d) Perform inventories of the treatment chemicals
 - e) Place orders
 - f) Complete a service report with the service teams findings, recommendations and actions taken
 - g) Deliver the service report to the COUNTY representative and copy the CONTRACTOR service reporting coordinator. Service reporting is in most cases, electronic, but can be handwritten.
- 3.3 **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.

3.4 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

3.5 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, including, but not limited to, safety information, Department of Transportation (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.

3.6 Office Administrative Staff will consist of one person, working out of CONTRACTOR'S headquarters or local in CA.

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

3.7 Office Management Staff shall consist of the General Manager of the CONTRACTOR.

- 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.

4.0 CHEMICALS AND MAINTENANCE REPORTING MECHANISMS:

4.1 Interaction between COUNTY and CONTRACTOR:

- a) Service reporting at each site will be performed by the 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 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.

5.0 CHEMICALS

5.1 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 CONTRACTOR (or manufacturer) 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 CONTRACTOR shall provide all product safety data sheets (SDS) as required by OSHA.

5.2 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.

5.3 All chemical product containers shall be DOT approved.

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

(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.

5.5 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.

5.6 CONTRACTOR shall provide the County 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.

5.7 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.

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

5.8.1 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
- f) Additional recommendations – above product list provides optimum protection against scaling, corrosion, silt deposition, and a broad spectrum of biological fouling organisms.

5.8.2 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.

5.8.3 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

5.8.4 Closed Chilled Water Systems:

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

5.8.5 Open Loop Chilled Water Systems:

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

5.8.6 TES Tanks:

- a) 8664 TES Closed Loop Treatment

5.9 Qualifying Statements/Dosage Rates per 1,000 Gallons

5.9.1 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
- b) 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

5.9.2 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

5.9.3 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

5.9.4 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
- b) 4211 penetrant/surfactant
 - i.* 25 ppm to tower volume
 - ii.* 0.2085 pounds per 1,000 gallons of cooling tower water volume

5.9.5 Steam boiler oxygen scavenger

- a) 2465 liquid sulfite oxygen scavenger (neutral pH)
 - i.* 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
 - ii.* 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)
 - i.* 18.05 ppm/ppm O₂ in BFW
 - c. Using 1.0 ppm dissolved O₂ in feedwater requires 18.05 ppm
 - d. 0.1505 pounds per 1,000 gallons of feedwater
 - ii.* 3.6 ppm/ppm residual
 - e. Using 20 ppm as the residual, requires 72 ppm
 - f. 0.6 pounds per 1,000 gallons of boiler water capacity

5.9.6 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

5.9.7 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

5.9.8 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

5.9.9 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

5.9.10 Closed system corrosion inhibitor

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

5.10 Description of Methods, Chemicals, and Procedures for the Following Tasks:

5.10.1. 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

5.10.2 Scaled systems - 5425 or 5420 acid cleaners depending on the severity of the scale

5.10.3 Appropriate chemical is added at one gallon per 100 gallons of system water

5.10.4 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

5.10.5 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.

6.0 TECHNICAL SPECIFICATIONS

- 6.1** 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'S 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 at each storage location. All SDS Sheets for all products utilized by the COUNTY shall be on file with the Facilities Management. All product containers at each site shall have required labeling on each container.
 - 6.1.1** Services not covered under the maintenance program shall be billed at bid labor rates, (Rates / services should be noted as a separate attachment by CONTRACTOR). Normal rates apply from 6 AM to 6 PM on regular working days. All other times shall be after hours, weekends, and holidays.
 - 6.1.2** 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.
- 6.1.3** All monitoring equipment and associated components, including, but not limited to monitor modules, solenoid valves and coils, pumps, tubing, fittings, receptacles, wiring, feed pumps, etc., shall be the responsibility of the COUNTY to pay for said components, and billed at bid rates. Components shall be replaced like-for-like item. All labor for repair or replacement shall be incurred by the COUNTY. Exception: Components that have been damaged due to negligence of CONTRACTOR. (i.e. chemical feed tanks empty, and pump running dry) shall fall entirely on the CONTRACTOR.
- 6.1.4** CONTRACTOR keeps an adequate supply of repair parts on their vehicles to fulfill the requirements of these specifications.
- 6.1.5** Calibration/adjustment of chemical feed and monitoring controls shall be the responsibility of the CONTRACTOR.
- 6.1.6** Conductivity control shall be monitored either on a daily basis or until such time conductivity is under normal control.
- 6.1.7** CONTRACTOR shall be responsible to clean all probes in association with conductivity and pH control.
- 6.1.8** CONTRACTOR shall check all chemical storage tanks and refill if necessary and maintain chemical inventory.
- 6.1.9** CONTRACTOR shall be responsible for removal of all empty chemical containers.

6.2 Cooling Towers, Evaporative Condensers, and Tube and Shell Condensers

- 6.2.1 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.**
- 6.2.2 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.

6.2.3 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.

6.2.4 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.

6.3 Closed Loop

6.3.1 Testing:

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

6.3.2 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 CONTRACTOR.

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

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

6.3.4 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.**

6.4 Open Loops

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

6.5 Boilers, Steam Lines, Condensate Return Systems, Feed Water Tanks:

6.5.1 Boilers and boiler cleanings shall be a part of the agreement. 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'S responsibility.

6.5.2 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.

6.5.3 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 CONTRACTOR monthly billing.
- b) CONTRACTOR shall check chemical feed pumps for operation.
- c) All boiler functions shall be the responsibility of the COUNTY.

6.5.4 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.

6.5 TES Tanks / Thermal Energy Storage Tanks

6.5.1 These systems are to be treated with molybdate for ferrous metals, axole for yellow metals, treated for proper pH and also tested for biological contamination.

7.0 CONTRACTOR QUALIFICATIONS

- 7.1** CONTRACTOR shall have been doing business in this field for a minimum of ten years. A history of the CONTRACTOR'S water treatment service shall be submitted. CONTRACTOR shall provide proof of the satisfactory service and treatment of similar size facilities in the Southern California area for a minimum of the past five consecutive years. Please provide a customer list with phone numbers for verification purposes. CONTRACTOR must have a minimum 5 years' experience with customers of like size accounts (in California). References may not include Riverside County Elected Officials, Department Directors, or Facilities Management staff as a reference.
- 7.2** CONTRACTOR shall provide satisfactory evidence of water treatment warehousing capabilities within the Southern California area.
- 7.3** CONTRACTOR shall have the ability to contract with a registered chemical engineer with the ability to accomplish analytical laboratory test or water samples, deposits, and microscopical analysis, if the County deems it necessary. Please provide a list of chemical companies used.
- 7.4** CONTRACTOR shall provide a qualified technical field service person with a **minimum of five years field service. Changes of field service person shall be at the approval of the Facilities Management Department, Riverside County.**
- 7.5** The CONTRACTOR shall be responsible for the safety of his employees, and shall save and keep harmless the COUNTY against any or all loss, cost damage claims expense or liability whatsoever because of accident or injury to his employees occurring in connection with the operations under the contract, and shall, at his own expense, secure, pay the premiums for and keep in force Worker's Compensation Insurance as required by the laws of the state. Insurance certificated required annually.
- 7.6** CONTRACTOR must possess a valid state issued business license from the California Department of Pesticide Regulations (CDPR) for the duration of the agreement.
- 7.7** CONTRACTOR shall provide all applicable and valid pesticide applicator licenses at the time of bid, (Qualified Applicator License and/or Certificate) credentials, and business licenses that comply with all Federal and State laws. If CONTRACTOR plans on using a Restricted Material, they must supply a Restricted Materials Permit.

8.0 SPECIAL REQUIREMENTS/CONDITIONS

- 8.1** CONTRACTOR shall assess systems and report to COUNTY personnel of the initial base line of systems. CONTRACTOR is not responsible for equipment turnover 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.
- 8.2** CONTRACTOR'S staff utilized to perform the specifications of an agreement resulting from this solicitation shall be trained in the proper use and/or accidental spillage of chemicals pursuant to OSHA directives 1910.1200 of the Hazardous Communication Standards.
- 8.3** Material Safety Data Sheets (MSDS) required at each COUNTY site where chemicals are stored or used. All chemical containment vessels will be labeled and identified. CONTRACTOR shall be responsible to ensure all sites have MSDS sheets displayed in a readily available location. MSD sheets on all chemicals used shall be submitted by CONTRACTOR to the COUNTY prior to award.
- 8.4** 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.
- 8.5** CONTRACTOR shall supply all tools, chemicals, equipment, and parts needed to perform the requirements of this agreement.
- 8.6** **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 County Superintendent and/or Engineering personnel. County personnel and contact information will be provided upon the award.
- 8.7** **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.**
- 8.8** 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.
- 8.9** CONTRACTOR shall provide on-site training to all engineering and management personnel for the proper monitoring and implementation of the program.

8.10 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.

8.11 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).

8.12 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.

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

9.0 FUTURE UPGRADE

9.1 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 is to propose a solution for the future of these systems based on their knowledge, expertise and industry changes for more efficient and technologically advanced systems.

10.0 LOCATIONS

10.1 Throughout the period of performance of the agreement, COUNTY retains the right to add and/or delete sites as it meets the operational requirements of the department. CONTRACTOR will be notified of any add/deletions and updated pricing for added sites will be requested at the time of notification.

11.0 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 11
*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
PAYMENT PROVISIONS**

1.0 Annual Costs and Per Service Cost

Full Service Annual Cost	\$239,245
Technical Services Cost per 1,000 gallons/ Cooling Water	\$11.23
Technical Services Cost per 1,000 gallons/ Closed Loop	\$56.54
Technical Services Cost per 1,000 gallons/ TES Applications	\$81.75
Full Service Technical Service Blended Annual Cost	\$239,245
Full Service Technical Service Blended Cost per 1,000/ Cooling Water	\$11.23
Full Service Technical Service Blended Cost per 1,000/ Closed Loop	\$56.54
Full Service Technical Service Blended Cost per 1,000/ TES Application	\$81.75
Billing Labor Rates: Normal Working Hours (6 AM – 6 PM)	\$85
Billing Labor Rates: After Hours, Weekends, Holidays	\$85

2.0 Water Treatment Building Locations, Service Levels and Cost:

Bldg. #	Bldg. Name	Address	Notes:	Frequency of Service	Service Area	Cost Per Site	Annual Cost
BA0101	Mid County DA office	135 N. Alessandro Banning, Ca 92221	Hot loop (1)	Quarterly	Eastern	\$75	\$300
BA0176	Larry D. Smith Correctional	1627 S. Hargrave St. Banning, CA 92220	FULL SERVICE Cooling Tower (2), Hot Water (1), Chilled Water (1)	Bi-Weekly	Central	\$586.75	\$14,082
BE1622	Harmony Haven	14700 Manzanita Park Road Beaumont, CA 92223	Chill Water (1), Heating Loop (1)	Quarterly	Northwestern	\$150	\$600
CR0403	County Administration Center	505 S Buena Vista Ave. Corona, CA 92882	Hot Water (1), Chilled Water (1)	Quarterly	Western	\$150	\$600
HM0602	County Administrative Center Bldg.-B	880 N State St. Hemet, CA 92543	Hot Water (1), Chilled Water (1)	Quarterly	Central	\$150	\$600
IN0708	Desert Community Mental Health Center	82485 Miles Ave. Indio, CA 92201	Hot Water (1), Chilled Water (1), Cooling Tower (2)	Monthly	Eastern	\$75	\$900
				Bi-weekly		\$37.50	\$900
				Quarterly		\$1,395	\$5,580
IN0717	Health Clinic	47923 Oasis St. Indio, CA 92201	Hot Water (1)	Monthly	Eastern	\$75	\$900
IN0718	CHA Mental Health Inpatient	47915 Oasis St. Indio, CA 92201	Hot Water (1)	Monthly	Eastern	\$75	\$900

Bldg. #	Bldg. Name	Address	Notes:	Frequency of Service	Service Area	Cost Per Site	Annual Cost
IN0719	CHA Mental Health Outpatient	47825 Oasis St. Indio, CA 92201	Hot Water (1)	Monthly	Eastern	\$75	\$900
IN0720	Central Plant / Facilities Management	47919 Oasis St. Indio, CA 92201	Chilled Water (1), Cooling Tower (2)	Bi-weekly	Eastern	\$485.58	\$11,653.92
IN0735	Monroe Park	44199 Monroe St. Indio, CA 92201	Cooling Tower (2), Hot Water (1)	Bi-weekly	Eastern	\$193.25	\$4,638
				Monthly		\$75	\$900
IN0781	Indio Law Building	82-995 Hwy 111 Indio, Ca 92201	Hot loop (1), Cooling towers (3)	Bi-weekly	Eastern	\$350.75	\$8,418
IN0782	Indio TES tank	82-675 Hwy 111 Indio, CA 92201	Chilled Water (1), Thermal Expansion System (1)	Bi-weekly	Eastern	\$75	\$900
IN0782	Sheriff / Jail	84675 Hwy 111 Indio, CA 92201	Hot Water (1), Chilled Water (1) Cooling Towers (3)	Bi-weekly	Eastern	\$666.50	\$15,996
JV5908	Sheriff Investigation Bureau	1500 Castellano Rd. Riverside, CA 92509	Cooling Tower (1) Chilled Water (1) Hot Water (1)	Bi-Weekly	Northwestern	\$113.53	\$2,952
				Bi-Weekly		\$37.50	\$900
				Quarterly		\$75	\$300

Bldg. #	Bldg. Name	Address	Notes:	Frequency of Service	Service Area	Cost Per Site	Annual Cost
JV5913	Louis Rubidoux Library	5840 Mission Blvd. Riverside, CA 92509	Hot Loop (1)	Quarterly	Northwestern	\$75	\$300
JV5916	Animal Shelter	6851 Van Buren Blvd. Riverside, CA 92503	Cooling Tower (1), Chilled Water (1), Hot Water (1)	Bi-Weekly	Western	\$208	\$4,992
MU1307	Southwest Justice Center Central Plant	30755 Auld Rd.Murrieta, CA 92563	Cooling Tower (3), Hot Water (1), Chilled Water (1), Thermal Expansion System (1)	Monthly	Central	\$1,410.75	\$16,929
MV1204	Sheriff	16791 Davis Ave. Moreno Valley, CA 92518	Cooling Tower (1), Hot Water (1), Chilled Water (1)	Monthly	Central	\$577.50	\$6,930
MV1206	Star Hotel	16958 Bundy Ave. Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	Central	\$75	\$300
MV1208	Cal Fire Admin Bldg.	16888 Bundy Ave. Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	Central	\$75	\$300
MV1209	Cal Fire Dorms	16902 Bundy Ave. Moreno Valley, CA 92518	Closed Loop (1)	Quarterly	Central	\$75	\$300

Bldg. #	Bldg. Name	Address	Notes:	Frequency of Service	Service Area	Cost Per Site	Annual Cost
PG1101	County Admin Center - Palm Springs	3255 E Tahquitz Canyon Way Palm Springs, CA 92262	Hot Water (1),	Monthly	Central	\$75	\$900
			Chilled Water (1),	Bi-Weekly		\$37.50	\$900
			Cooling Tower (2)	Quarterly		\$1,775.50	\$5,172
PD2207	Sheriff's Station HQ	73705 Gerald Ford Drive Palm Desert, CA 92211	Hot Water (1),	Monthly	Central	\$75	\$900
			Chilled Water (1),	Bi-Weekly		\$37.50	\$900
			Cooling Tower (2)	Quarterly		\$1,183	\$4,732
PR0808	Sheriff/Coroner	800 S Redlands Avenue Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	Central	\$150	\$600
PR0829	Mead Valley Library	21580 Oakwood St. Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	Central	\$150	\$600
PR0831	Mead Valley Community Center	21091 Rider St. Perris, CA 92570	Hot Water (1), Chilled Water (1)	Quarterly	Central	\$150	\$600
RV0558	Riverside Data Center (RC3)	1960 Chicago Ave. Bldg. F Riverside, CA 92507	Cooling Towers (2) Condensed Loop (1)	Bi-Weekly	Northwestern	\$375	\$9,000
RV0901	Historic Courthouse	4050 Main Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	Bi-Weekly	Northwestern	\$268	\$6,432
RV0904	Criminal Justice Bldg.	4095 Lemon Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	Monthly	Northwestern	\$396	\$4,752

Bldg. #	Bldg. Name	Address	Notes:	Frequency of Service	Service Area	Cost Per Site	Annual Cost
RV0905	County Admin Center	4080 Lemon Street Riverside, CA 92501	Cooling Tower (3), Chilled Water (3), Hot Water (1)	Monthly	Northwestern	\$996	\$11,952
RV0906	Economic Development Agency	3525 14th Street Riverside, CA 92501	Hot Water (1), Chilled Water (1)	Quarterly	Northwestern	\$150	\$600
RV0908	Communication/911 Center	7195 Alessandro Blvd. Riverside, CA 92506	Cooling Tower (1), Hot Water (2), Chilled Water (3)	Bi-Weekly	Northwestern	\$296	\$7,104
RV0914	Robert Presley Detention Center	4000 Orange Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1), Chilled Water (1)	Monthly	Northwestern	\$536	\$6,432
RV0917	DPSS Client Services	10281 Kidd Street Riverside, CA 92503	Hot Water (1)	Quarterly	Western	\$75	\$300
RV0920	Mental Health Administration	4095 County Circle Dr. Riverside, CA 92503	Hot Water (1)	Quarterly	Western	\$75	\$300
RV0921	DPSS Administration	4060 County Circle Dr. Riverside, CA 92503	Hot Water (1)	Quarterly	Western	\$75	\$300
RV0922	Public Health Administration	4065 County Circle Dr. Riverside, CA 92503	Hot Water (2)	Quarterly	Western	\$150	\$600

Bldg. #	Bldg. Name	Address	Notes:	Frequency of Service	Service Area	Cost Per Site	Annual Cost
RV0924	County Farm Central Plant	4090 County Circle Dr. Riverside, CA 92503	Thermal Energy Storage (1), Cooling Tower (1)	Bi-Weekly	Western	\$466	\$11,184
RV0927	Riverside Neighborhood Health Clinic	7140 Indiana Ave. Riverside, CA 92504	Chilled Water (1), Hot Water (1)	Quarterly	Western	\$150	\$600
RV0931	The ACR Building	10001 County Farm Road Riverside, CA 92503	Boiler (1) Chiller (1)	Quarterly	Western	\$150	\$600
RV0944	Law Library	3535 10th Street Riverside, CA 92501	Chilled Water (1), Hot Water (1)	Quarterly	Northwestern	\$150	\$600
RV0958	Purchasing Fleet Services	2980 Washington Street Riverside, CA 92504	Chilled Water (1), Hot Water (1)	Quarterly	Northwestern	\$150	\$600
RV0967	Reynolds Road / DPSS	3950 Reynolds Rd. Riverside, CA 92503	Chilled Water (1), Hot Water (1)	Quarterly	Western	\$150	\$600
RV0971	Juvenile Probation	9889 County Farm Rd Riverside, CA 92503	Chilled Water (1), Hot Water (1)	Quarterly	Western	\$150	\$600
RV0990	Probation	3021 Franklin Ave. Riverside, CA 92507	Cooling Tower (1), Chilled Water (1), Hot Water (1)	Bi-Weekly	Northwestern	\$136.62	\$3,552
RV0996	Public Defender Bldg.	4075 Main Street Riverside, CA 92501	Chilled Water (1), Hot Water (1)	Monthly	Northwestern	\$150	\$1,800

Bldg. #	Bldg. Name	Address	Notes:	Frequency of Service	Service Area	Cost Per Site	Annual Cost
RV1001	Bankruptcy Court	3420 12th Street Riverside, CA 92501	Hot Water (1)	Quarterly	Northwestern	\$75	\$300
RV1003	U.S. District Court	3470 12th Street Riverside, CA 92501	Hot Water (1)	Quarterly	Northwestern	\$75	\$300
RV1005	CAC Annex	4080 Lemon Street Riverside, CA 92501	Cooling Tower (1), Chilled Water (1), Hot Water (1)	Bi-Weekly	Northwestern	\$136.62	\$3,552
RV1044	Riverside Centre Building	3403 10th Street Riverside, CA 92501	Cooling Tower (1), Hot Water (1)	Monthly	Northwestern	\$396	\$4,752
RV1058	Law Building	3960 Orange Street Riverside, CA 92501	Cooling Tower (2), Hot Water (1)	Monthly	Northwestern	\$536	\$6,432
RV1066	Gateway Building	2724 Gateway Dr. Riverside, CA 92507	Cooling Towers (1) Condensed Loop (1)	Bi-Weekly	Northwestern	\$324.75	\$7,794
RV1078	RCIC Riverside County	3450 14 St. Riverside, CA 92501	Cooling Tower (1), Heating loop (1)	Quarterly	Northwestern	\$2,135.50	\$8,538
RV1082	Rustin Mental Health Facility	2085 Rustin Ave. Riverside, CA 92507	Hot Loop (1)	Quarterly	Northwestern	\$75	\$300
RV1087	YTEC	10000 County Farm Road Riverside, CA 92503	Chilled Water (1), Hot Water (1)	Monthly	Western	\$150	\$1,800

Bldg. #	Bldg. Name	Address	Notes:	Frequency of Service	Service Area	Cost Per Site	Annual Cost
RV1088	EMD	450 East Alessandro Blvd. Riverside, CA 92508	Hot Loop (1)	Quarterly	Northwestern	\$75	\$300
SJ1412	Animal Shelter	581 S. Grand Ave. San Jacinto, CA 92582	Cooling Tower (2), Chilled Water (1), Hot Water (1)	Weekly	Central	\$96	\$4,992
TM1501	County Administration Center - A	41002 County Center Dr. Temecula, CA 92591	Hot Water (1)	Quarterly	Central	\$75	\$300
TM1502	County Administration Center - B	41002 County Center Dr. Temecula, CA 92591	Hot Water (1)	Quarterly	Central	\$75	\$300
TM1503	County Administration Center - C	41002 County Center Dr. Temecula, CA 92591	Cooling Tower (1), Hot Water (1), Chilled Water, (1)	Bi-Weekly	Central	\$148	\$3,552
TP4502	Animal Shelter	72050 Petland Place Thousand Palm, Ca	Hot loop (1)	Monthly	Eastern	\$75	\$900
TR5309	Thermal Sheriff's Station	86655 Airport Blvd. Thermal, CA 92274	Cooling Tower (1)	Quarterly	Eastern	\$1,788	\$7,152
			Hot Water (1)	Monthly		\$75	\$900
			Chilled Water (1)	Bi-Weekly		\$37.50	\$900
Annual Total						\$239,245.00	
Additional Services (as needed)						\$60,755	
Total Annual Amount						\$300,000	

EXHIBIT "C"

PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement requires the payment of prevailing wages and compliance with the following requirements. In the event there is a conflict between this Exhibit and current applicable law, current applicable law shall prevail and the shall be automatically amended to read accordingly.

C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

C3.0. Prevailing Rate Penalty

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code

section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractor's ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

C5.0. Payroll Records:

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;
- (3) A certified copy of payroll records shall be made available upon request to the public for

inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR; The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

- (4) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815.

Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

C7.0. Penalty of Excess Hours:

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

C8.1. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

- a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the DIR.
- d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - i. The certified payroll must be submitted at least monthly to the Labor Commissioner.

ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

C8.2. As required by Labor Code 1771.1(a) “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

C9.0. State Public Works Apprenticeship Requirements

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and

training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

C9.2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

C9.2.1) Submit Contract Award Information (DAS-140)

- a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- b. The DAS-140 is a notification “announcement” of the CONTRACTOR’s participation on a public works project—it is not a request for the dispatch of an apprentice.
- c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.
- d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
- e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

C9.2.2) Employ Registered Apprentices

- a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- d. Contractors who are participating in an approved apprenticeship training program and who

did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

- e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

C9.2.3) Make Training Fund Contributions

- a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

C9.2.4) Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

- a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
- b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- c. When the contractor has a direct contract with the Public Agency that is under \$30,000.

- d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen;
or
- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

C9.2.6) CONTRACTOR's Compliance: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.











FMARC-96896-001-8-30 Water Treatment Services with Region

Final Audit Report

2025-07-08

Created:	2025-07-07
By:	Miranda Ulm (MUI@mivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7kfr5tsr0vesMN8f39HP_cUEy1P9G33Z

"FMARC-96896-001-8-30 Water Treatment Services with Region" History

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-  Document emailed to tlong@h2omail.com for signature
2025-07-07 - 10:08:32 PM GMT
-  Email viewed by tlong@h2omail.com
2025-07-07 - 10:12:04 PM GMT- IP address: 172.226.5.17
-  Signer tlong@h2omail.com entered name at signing as Travis Long
2025-07-07 - 10:12:33 PM GMT- IP address: 66.215.182.15
-  Document e-signed by Travis Long (tlong@h2omail.com)
Signature Date: 2025-07-07 - 10:12:35 PM GMT - Time Source: server- IP address: 66.215.182.15
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-  Signer mfogle@h2omail.com entered name at signing as Matthew Fogle
2025-07-08 - 2:07:58 AM GMT- IP address: 47.214.4.207
-  Document e-signed by Matthew Fogle (mfogle@h2omail.com)
Signature Date: 2025-07-08 - 2:08:00 AM GMT - Time Source: server- IP address: 47.214.4.207
-  Agreement completed.
2025-07-08 - 2:08:00 AM GMT

SCHEDULE A

**Facilities Management Budget Adjustment
FY 2025/2026**

Increase Appropriations:

47210-7200300000-521600	Maint-Service Contracts	\$300,000
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Increase Revenues:

47210-7200300000-777580	Support Services	\$300,000
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