

## PREVENTATIVE MAINTENANCE SERVICES AGREEMENT

### HOWDEN ROOTS, LLC

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and **HOWDEN ROOTS, LLC**, a Delaware limited liability company authorized to do business in California (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **Preventative Maintenance Services for units 6234-6236, 6238, 9165** (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be effective on the date first written above and shall expire ninety (90) working days thereafter, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **Forty Seven Thousand Nine Hundred Thirteen Dollars (\$47,913)** unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. Intentionally omitted.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City,

City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, by third parties arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

## **11. Insurance.**

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law. Contractor shall agree to such modification, with agreement not to be unreasonably withheld. If Contractor fails to agree to such modification of this section, then the City may terminate this Agreement pursuant to Section 12, herein.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as

required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment

by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor materially fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of material breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

**Public Works Department - WQCP  
City of Riverside  
Attn: Richard Pallante  
5950 Acron Street  
Riverside, CA 92504**

To Contractor

**Howden Roots, LLC  
Attn: Matthew Mosier  
4654 W. Junction Street  
Springfield, MO 65802**

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute

an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **WARRANTY** - Contractor warrants that the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. Contractor's warranties on the Services will be in effect until the earlier of: (i) twelve (12) months from City's operation/use of the serviced good or (ii) eighteen (18) months after date of completion of Services. Contractor agrees to have qualified personnel on-site within 10 business days of City's request for repair, and to repair, replace or re-perform any or all of the work, together with any other adjacent work which may be displaced by so doing that may prove to be defective in its workmanship or materials, within 20 business days thereafter, ordinary wear and tear and unusual abuse or neglect excepted. Contractor's sole liability and City's sole and exclusive remedy for breach of this warranty shall be the re-performance of such Services by Contractor. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by Contractor for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. Contractor shall have the sole right to specify the manner and timeframe for such repair/replacement/re-performance. Defective/non-conforming parts(s)/Goods must be returned to Contractor free of all contaminants and, in the event of replacement, will become the property of Contractor unless Contractor instructs otherwise. The warranty does not include the costs of fitting new parts or other equipment. If Contractor opts to perform any warranty obligations in-place, City shall, without cost to Contractor, during a specified time period agreed upon by the parties, reasonably provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Contractor to perform its warranty obligations.

**THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY**

OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. CONTRACTOR'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION, EXCEPT AS CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR. EXCEPT AS OTHERWISE SPECIFIED, CONTRACTOR DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.

25. On-Site Services - Contractor shall comply with applicable U.S. and/or provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to Contractor's performance of the Services. Contractor shall comply with job/site requirements as mutually agreed upon by the parties. Contractor is an independent contractor and is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security. City shall advise Contractor's personnel in advance of all known hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Contractor's personnel shall not be required to take any action, or to enter or remain in any area where he/she reasonably determines that it would be unsafe. Contractor's employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. Contractor's time and expense for any delays not caused by Contractor shall be charged to the City. City shall be responsible for any damage to or loss of property of Contractor or its subcontractors property if such damage/loss is not caused by Contractor or its subcontractors.

26. LIMITATION OF LIABILITY; INDEMNITY CONDITIONS; EXCLUSIVE REMEDIES; OBLIGATIONS; & VALIDITY - The following shall apply, govern, control, and survive at all times and to the fullest extent permitted by law:

26.1 Except for third party claims for personal injury or property damage, Contractor shall not be liable for any loss of profit or revenue, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses.

26.2 Except for third party claims for personal injury, property damage, or claims otherwise covered by Section 10 hereof, Contractor's total liability pursuant and/or related to this Agreement whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Agreement.

26.3 Any duty to indemnify under these terms and conditions/the Agreement is conditioned upon City: (i) providing prompt and detailed notice to Contractor of any such claim; (ii) tendering the defense/settlement to Contractor; and (iii) providing full cooperation, authority, and assistance to Contractor.



**26.4 City's rights and remedies shall be deemed sole and exclusive, and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach, or termination of the Agreement.**

27. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

**[SIGNATURES ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

HOWDEN ROOTS, LLC, a Delaware  
limited liability company authorized to do  
business in California

By: \_\_\_\_\_  
City Manager

By: Lucinda Wadle  
Lucinda Wadle  
[Printed Name]

Attest: \_\_\_\_\_  
City Clerk

Proposal Manager  
[Title]

Certified as to Availability of Funds

By: [Signature]  
Chief Financial Officer

By: \_\_\_\_\_  
[Printed Name]

Approved as to Form:

By: [Signature]  
Deputy City Attorney  
Ruthann M. Elder

\_\_\_\_\_  
[Title]

**EXHIBIT “A”**

**SCOPE OF SERVICES**

Customer: Riverside WQCP Our ref: 464794 Rev1  
 Project: Field Service Your ref: 464794 Rev1  
 Site: 225 Riverside WQCP Date: 01/31/2018



Contact: Ernest P. Marquez, .  
 Email: emarquez@riversideca.gov  
 Phone: 951-826-5409

Location: Riverside, California  
 Model: KA22-SV-GL225  
 Serial Number(s): 6234-6236, 6238, 9165

<b>Onsite Labor</b>			
Total Number of Days Onsite (4 days / compressor)			20
Quantity of Persons			1
Weekday Labor (\$1400/ 8-hr work day)			\$28,000
<b>Travel</b>			
Airfare			\$1,380
Weekday Roundtrip Travel Labor (1 trip)			\$2,800
Meal Expense (28 days on site including weekends, 2 days travel)			\$1,950
Lodging, Incidental, and Transportation Expenses			\$7,452
<b>Equipment/Parts</b>			\$5,231
Required Equipment/Parts for Class I service for 5 compressors include:			
Quantity	Part #	Description	
1	GL400T017	SHIM SET	
1	GL315T008	SHIM SET	
1	GL315T008	SHIM SET	
1	N17L81225	O-RING	
1	N17L57594	O-RING, SILICONE	
1	N17L05479	O-RING	
1	89027262	O-RING	
2	89027296	O-RING	
1	89412415	O-RING	
1	N17V6290	O-RING	
1	PMS1200A	Cleaning Kit A	
<b>Toolbox Freight</b>			\$350
<b>Project Coordination</b>			\$750
<b>Estimated Total for 5 units</b>			<b>\$47,913</b>

**Notes:**

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Howden technician.

This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform Class I. Does not include craft labor and tools to support the work.

This proposal includes the typical replacement components for the service. Any significant wear or abnormalities identified requiring extra labor and/or parts shall be billed per Howden's standard Service Rate Schedule. Howden will provide an estimate of additional time and materials as required.

~~This offer is made expressly subject to and conditioned upon acceptance of Seller's Standard Terms and Conditions of Sale for products and services, copy attached hereto. Any conflicting or additional terms submitted by Buyer in any request for quote, inquiry, purchase order or other document are expressly objected to without the need of any further notice of objection and they shall not, under any circumstances, be binding upon Seller unless expressly accepted in writing by Seller.~~

**EXHIBIT “B”**

**COMPENSATION**

Customer: Riverside WQCP Our ref: 464794 Rev1  
 Project: Field Service Your ref: 464794 Rev1  
 Site: 225 Riverside WQCP Date: 01/31/2018



Contact: Ernest P. Marquez, Jr.  
 Email: emarquez@riversideca.gov  
 Phone: 951-826-5409

Location: Riverside, California  
 Model: KA22-SV-GL225  
 Serial Number(s): 6234-6236, 6238, 9165

<b>Onsite Labor</b>			
Total Number of Days Onsite (4 days / compressor)			20
Quantity of Persons			1
Weekday Labor (\$1400/ 8-hr work day)			\$28,000
<b>Travel</b>			
Airfare			\$1,380
Weekday Roundtrip Travel Labor (1 trip)			\$2,800
Meal Expense (28 days on site including weekends, 2 days travel)			\$1,950
Lodging, Incidental, and Transportation Expenses			\$7,452
<b>Equipment/Parts</b>			\$5,231
Required Equipment/Parts for Class I service for 5 compressors include:			
Quantity	Part #	Description	
1	GL400T017	SHIM SET	
1	GL315T008	SHIM SET	
1	GL315T008	SHIM SET	
1	N17L81225	O-RING	
1	N17L57594	O-RING, SILICONE	
1	N17L05479	O-RING	
1	89027262	O-RING	
2	89027296	O-RING	
1	89412415	O-RING	
1	N17V6290	O-RING	
1	PMS1200A	Cleaning Kit A	
<b>Toolbox Freight</b>			\$350
<b>Project Coordination</b>			\$750
<b>Estimated Total for 5 units</b>			<b>\$47,913</b>

**Notes:**

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

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**EXHIBIT “C”**

**KEY PERSONNEL**

Matthew Mosier, Aftermarket Sales



Date 2/13/2018

City of Riverside, CA

Our ref: Service Agreement between  
Howden Roots LLC and Riverside, CA

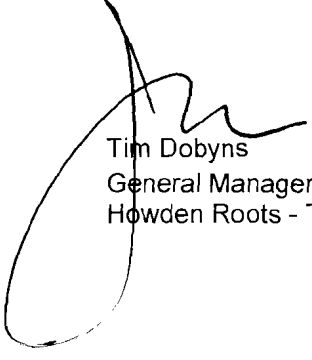
**Howden Roots, LLC**  
4654 W. Junction Street  
Springfield, MO 65802  
USA

Tel: +1 417 864 5599  
Fax: +1 417 866 0235  
Web: [www.howden.com](http://www.howden.com)

To Whom it may concern.:

Lucinda Wadle, Proposal Manager, has the authority per Howden Roots Contract Value & Margin Delegation of Authority (DOA), Revision 1.5 dated September 27, 2017 to sign contracts not to exceed \$150,000 on Aftermarket, Parts and Services projects.

Best regards,



Tim Dobyne  
General Manager  
Howden Roots - Turblex



This continuation sheet shows the new style for all Howden letters.

The corporate type font is Arial, aligned left, and the size is 10pt, with the line spacing default set to 'at least' 13pt. Arial Bold may be used for headings.

The main text requires one line space between paragraphs and no indentation. Ensure that at least three lines, excluding the signature are carried over to the continuation sheet.

Type the closure one line space after the end of the body of the letter. Type the name of the signatory, then the title or department in Arial Bold, four line spaces below the closure.

4185397

**City of Riverside**  
**Finance Department, Purchasing Division**  
**JUSTIFICATION OF SINGLE SOURCE/SINGLE BRAND REQUEST**

REQUISITION NO: Y185397 ITEM Class 1 Preventive Maint. Serv for Aeration Blowers -WQCP DATE: 2/2/18

- ☒ **SINGLE SOURCE:** Item is manufactured and/or only distributed by one vendor. Howden Roots LLC
- ☐ **SINGLE BRAND:** Item is available from several vendors, but item is the only one that will work

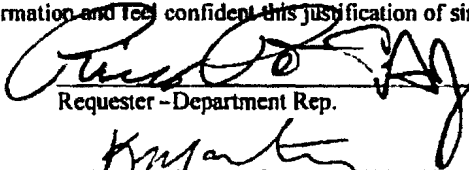
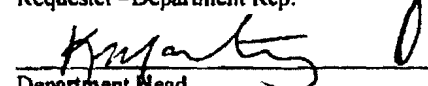
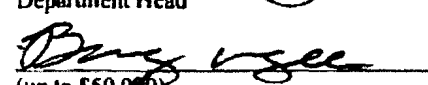
**NOTE:** Single Source/Single Brand Requests are not maintained as a standing request.  
Each request is for one purchase only.

**Please answer all questions in detail in order to prevent delays in evaluation.** Answer all questions on a separate page(s) and attach all pages to this document.

1. Why is the acquisition restricted to this good/service/supplier?  
(Explain why the acquisition cannot be competitively bid)
2. Provide the background of events leading to the acquisition.
3. Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?)
4. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?
5. What market research was conducted to substantiate no competition, including evaluation of other items considered?  
(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names, addresses and phone numbers of suppliers contacted and the reasons for not considering them must be included or an explanation of why the survey or effort to identify other goods/services was not performed.)
6. How was the price offered determined to be fair and reasonable? Explain what the basis was for comparison and include cost analyses as applicable. (I.E. Compared to vendor's previous or current offer to the City or to another agency/company – or any other method of comparison that will substantiate fair and reasonable pricing in the absence of competition)
7. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

**CERTIFICATION RESPONSIBILITY:**

I am aware of the City of Riverside requirements for competitive bidding and the established criteria for justification of single source/single brand purchasing. As an authorized department representative, I have gathered the required technical information and have made a concentrated effort to review comparable/equal vendors or equipment. **This is documented and attached in this justification.** I hereby certify the validity of the information and ~~am~~ confident this justification of single source/single brand meets the City's criteria and would withstand audit or vendor protest.

- |   |                                 |                  |
|---|---------------------------------|------------------|
| 1. <br>Requester – Department Rep.                     | Public Works-WQCP<br>Department | 02-05-18<br>Date |
| 2. <br>Department Head                                 |                                 | 2/7/18<br>Date   |
| 3. <br>(up to \$50,000)<br>Purchasing Services Manager |                                 | 2/12/18<br>Date  |
| 4. Over \$50,000 – must be submitted for City Council Approval with Purchasing Services Manager concurrence. (Except for PU)              |                                 |                  |

**City of Riverside**  
**Finance Department, Purchasing Division**  
**JUSTIFICATION OF SINGLE SOURCE/SINGLE BRAND REQUEST**  
**February 2, 2018**

**Item: Turblex Blower Class 1 Preventive Maintenance Service for aeration blowers.**

**Requisition: Y185397- \$47,913.00**

**Vendor: Howden Roots LLC-PEID# 0022352 Quote: 464794 Rev1 dated January 31, 2018**

**Questions:**

1. Why is the acquisition restricted to this good/service/supplier?  
(Explain why the acquisition cannot be competitively bid)

Howden (Turblex Inc.) is the manufacturer and only factory authorized service provider and distributor of OEM, original equipment manufacturer, components in North America.

2. Provide the background of events leading to the acquisition.

As part of the Aeration System Upgrade Project, completed in 2004 and Phase 1 Plant Expansion/Upgrade completed in 2017 a state of the art process air system was installed. This system utilizes 6 Turblex variable vane blowers with automated controls to provide set levels of dissolved oxygen (DO) to maintain optimum process treatment levels. These units run 24/7 requiring major service at set hourly intervals. The units are overdue for second major maintenance service.

3. Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?).

Turblex variable vane blowers are a high speed turbine type blower. As such they are very complex with tight operating tolerances requiring special training, tools and an intimate knowledge of the units internals and design. Each Turblex aeration blower cost the City approximately \$500,000.00. This equipment is a specialized item that needs to be maintained to specifications in order to assure its performance. Howden Roots LLC has the experience and expertise to perform the maintenance.

4. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?

The consequences of not using Howden Roots services are a catastrophic failure causing damage to equipment that is worth over \$2,500,000. In the event of a failure the WQCP would be unable to maintain the microorganisms in the aeration system resulting in a loss of biological treatment. This would result in multiple violations of the NPDES permit resulting in mandatory penalties being issued by the Regional Water Quality Control Board.

5. What market research was conducted to substantiate no competition, including evaluation of other items considered?

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names, addresses and phone numbers of suppliers contacted

**City of Riverside**  
**Finance Department, Purchasing Division**  
**JUSTIFICATION OF SINGLE SOURCE/SINGLE BRAND REQUEST**  
**February 2, 2018**

and the reasons for not considering them must be included or an explanation of why the survey or effort to identify other goods/services was not performed.)

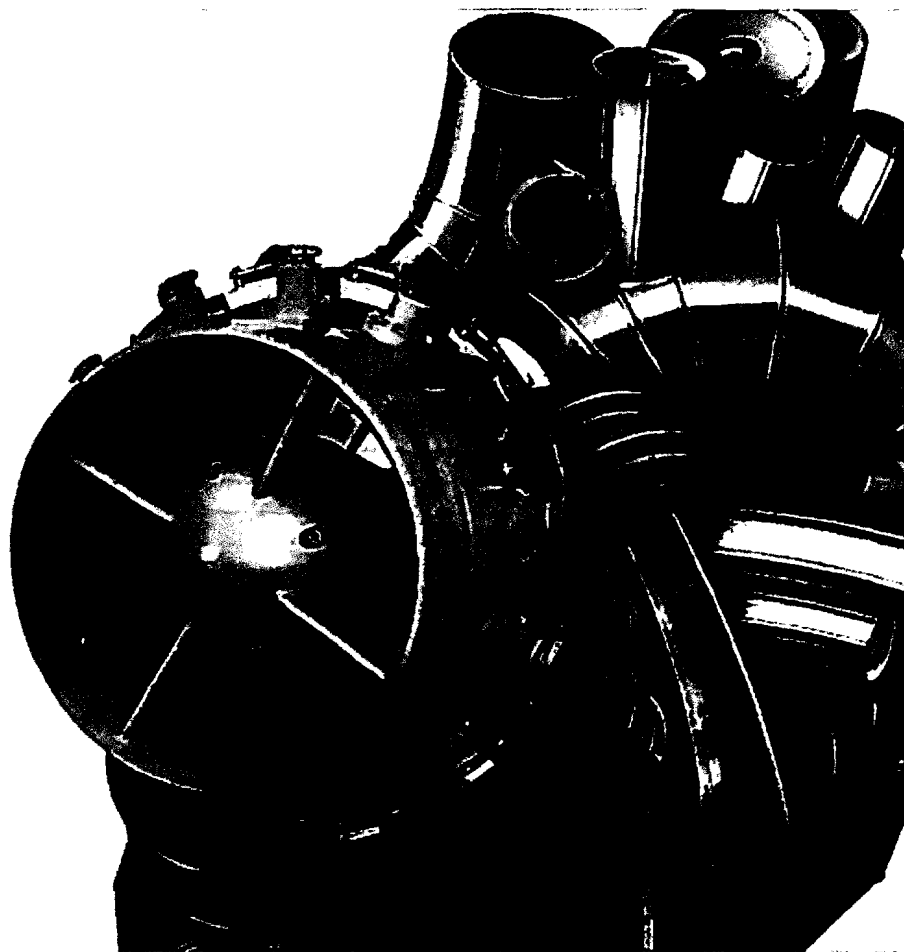
RWQCP Staff has made several attempts to locate other service providers. While other companies claim to provide service none are factory authorized service providers. The service parts offered by said vendors are "reverse engineered" and have no guarantee of OEM quality/fit.

6. How was the price offered determined to be fair and reasonable? Explain what the basis was for comparison and include cost analyses as applicable. (I.E. Compared to vendor's previous or current offer to the City or to another agency/company-or any other method of comparison that will be substantiate fair and reasonable pricing in the absence of completion)

Howden Roots purchased Turblex from Siemens and we contacted them for a quote. The quote received from Howden is \$47,913.00, which is \$1,287.00 lower than what the City paid to Siemens in 2012. RWQCP Staff has made several attempts to locate other service providers.

7. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

If the equipment were to fail the WQCP would be unable to maintain treatment resulting in fines from the Regional Water Quality Control Board. In the event of a catastrophic failure the replacement cost alone would be over \$500,000 for each Turblex aeration blower.



# Proposal

Class I service estimate for S225 Riverside WQCP

For compressors no. 6234-6236, 6238, 9165; type KA22-SV-GL225

Proposal to: Riverside WQCP  
For: Ernest P. Marquez, Jr.  
Project: Field Service

Our reference: 464794 Rev1  
Your ref: 464794 Rev1  
Date: January 31, 2018

Howden Roots LLC, HRO-S, 4654 West Junction Street, Springfield, MO 65802, USA

Tel: +1 417 380 5756  
Email: [Alicia.Hols@Howden.com](mailto:Alicia.Hols@Howden.com)  
Web: [www.howden.com](http://www.howden.com)

Revolving Around You™

  
**Howden**

Customer: Riverside WQCP Our ref: 464794 Rev1  
Project: Field Service Your ref: 464794 Rev1  
Site: 226 Riverside WQCP Date: 01/31/2018



**Attachments:**

Field Service Rate Sheet, Howden Selling Policy, Suggested Preventative Maintenance Schedule, Pre-Service Checklist & Mandatory Lifting Device Reporting.

<b>Time and Material pricing per</b>	Howden Schedule of Field Service Rates TS 5000-1
<b>Currency</b>	USD
<b>Terms of Payment</b>	Net 30 Days
<b>Terms of Delivery</b>	DAP Riverside, California, USA
<b>Terms and Conditions</b>	Howden Roots LLC Standard Terms for Sale of Goods
<b>Forward Purchase Orders to</b>	Howden Roots LLC 4654 W. Junction Street Springfield, MO 65802 USA
<b>Prepared By</b>	Phone: (417) 864-5599 / Fax: (417) 866-0235 Alicia Hols <a href="mailto:Alicia.Hols@Howden.com">Alicia.Hols@Howden.com</a>

**1. DEFINITIONS: SCOPE** - "Buyer" means the issuer of the purchase order and its attachments. "Seller" means Howden Roots LLC. "Order" means Buyer's purchase order/contract, these terms and conditions of sale. Seller's acceptance and other attachments mutually agreed upon by the parties. "Goods" means the specified drawings, goods and parts as described in Seller's quotation/bid, this Order, and its attachments. "Services" means the specified supervision, testing, repair, or other services of Seller as described in Seller's quotation/bid, this Order, and its attachments. Delivery and scope of supply shall be based upon Seller's quotation/bid and any expressly agreed upon changes.

**2. ACCEPTANCE** - Buyer's acceptance of any Goods or Services from Seller shall constitute full acceptance of Seller's quote and these terms and conditions. These terms and conditions take precedence over Buyer's terms and conditions to which notice of objection is hereby given. No terms or conditions in Buyer's order shall be binding upon Seller unless specifically agreed to in writing by Seller. Neither Seller's commencement of performance or delivery shall be deemed as acceptance of Buyer's terms and conditions.

**3. TESTING AND INSPECTION** - If specified in the Order, Seller will conduct testing and/or inspection or review(s) by Buyer of the Goods or Services at Buyer's risks and costs. Buyer will receive written notice at least three (3) business days prior to such testing/inspection/review(s). If Buyer waives attendance or fails to attend, any testing/inspections/reviews will be deemed to have been made in Buyer's presence.

**4. TITLE & RISK OF LOSS** - Unless specified in the Order, Goods are being purchased EXW (Origin/Factory), Incoterms 2010. Title and risk of loss shall transfer to Buyer upon delivery to the agreed upon Incoterms point (or when delivery should have taken place but for fault of Buyer). Buyer agrees to document (with photos) and promptly advise Seller of any damage or freight claims. Goods that are not promptly and properly rejected by Buyer upon delivery shall be deemed irrevocably accepted; accepted Goods shall be subject to Seller's warranty herein.

**5. WARRANTY** - Seller warrants that: (i) the Goods will be of good material and workmanship; (ii) the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. Seller's warranties on the Goods will be in effect until the earlier of (i) twelve (12) months from first operation/use of any such Goods or (ii) eighteen (18) months after date of delivery (at the applicable FOB/Incoterms point quoted by Seller). Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Goods by Seller, at Seller's option and cost (but not including transportation, removal, reinstallation, and decontamination). Seller's warranties on the Services will be in effect until ninety (90) days from the date of the performance of such Services. Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by Seller for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner and timeframe for such repair/replacement/re-performance. Defective/non-conforming part(s)/Goods must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. The warranty does not include the costs of fitting new parts or other Equipment. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations.

**THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. SELLER DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.**

**6. INSTALLATIONS AND ASSEMBLY** - Unless specified in the Order, Seller is only the supplier of the Goods and shall have no responsibility for the assembly and installation of the Goods

**7. INTELLECTUAL PROPERTY** - Seller's intellectual property rights and proprietary information (in hard copy or in electronic format) remain the property of Seller. Notwithstanding any other provisions or requirements of this Order, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Seller shall not be required to provide, or provide access to, any confidential or proprietary area or information. Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

**8. PATENT INDEMNITY** - Except (i) to the extent of designs or other intellectual property provided by Buyer and/or (ii) to the extent that Goods are altered or combined by Buyer in a manner causing the infringement, Seller will indemnify Buyer from claims by third parties against Buyer if the Goods infringe any Canadian or United States patent. If an injunction is issued against the further use of the Goods, Seller will, at its option and expense: (i) procure for Buyer the right to continue using said item of Goods; or (ii) modify or replace the same with non-infringing Goods; or (iii) remove the infringing Goods and refund the purchase price.

**9. BUYER MATERIALS** - Buyer-furnished material must be received by Seller in accordance with the delivery schedule agreed upon by both parties. If shipment of such material is delayed or lost, Seller reserves the right to: (i) invoice and hold shipment awaiting such material or (ii) invoice and ship less such material. Buyer shall reimburse Seller for all liability incurred by Seller as a result of any such Buyer delay.

**10. ON-SITE SERVICES** - The following section shall apply only if Seller provides on-site Services to Buyer under this Order:

**10.1 Indemnity of Buyer** - Seller will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts/omissions of Buyer or others. Seller's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.

**10.2 Insurance** - Seller shall maintain the following insurance coverage: (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability - Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance - statutory, as to Seller's employees. If requested, Seller will provide an ACRD form of certificate confirming such coverage. Seller's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Seller's acceptance of Buyer's terms of purchase. Seller shall have no other or further obligations related to insurance or coverage.

**10.3 Other On-site/Service Provisions** - Seller shall comply with applicable Canadian, U.S. and/or provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to Seller's performance of the Work. Seller shall comply with job/site requirements as mutually agreed upon by the parties. Seller is an independent contractor and is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security. Buyer shall advise Seller's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Seller's personnel shall not be required to take any action, or to enter or remain in any area where he/she reasonably

## Recommended Inspection and Service Intervals



### CAUTION

**Do Not Perform Maintenance While Compressor is in Operation**

Operating the compressor while performing maintenance poses a risk of injury to personnel.



### NOTICE

**Do Not Perform Maintenance While Compressor is in Operation**

Operating the compressor while performing maintenance poses a risk of damage to the machine.

#### 1. Summary of Inspection and Service Intervals

Action	Section	Interval
Compressor Oil Change -GL gearbox	4.2.A 4.2.C	Oil sample after 500 hours of operation. Subsequent oil samples every 6000 hours, however at least once per year. Oil change interval determined by oil analysis results.
Motor Lubrication	4.2.A	Refer to Section B1.4 (datasheet) and Section E-M7
Oil Filter Element Change	4.2.B	Dirty filter indication and when oil is changed
Monthly Inspections	4.3	Once per month*
Annual Inspections	4.4	Once per year*
Inlet Filter Element Change	4.5.A	At maximum pressure differential according to technical specification
Inlet Silencer	4.5.B	Clean during service
Drive Motor	4.6	According to manufacturer's instructions (ref. Section E, document M7)
Oil Reservoir Breather	4.7	Check monthly. Replace if evidence of oil leakage, at least once per year.
Cooling Water Shutoff Valve	4.8	While unit is off-line, cycle valve once per month
Actuated Butterfly Valves (blow-off and discharge isolation valves)	4.9	While unit is off-line, cycle valve(s) once per month
Class I Service	4.10	18,000 hours / 3 years, whichever comes first*
Class II Service	4.11	On condition

\* Local conditions may require more frequent maintenance.

#### 2. Lubrication (by Plant Personnel)

- A. Refer to Section B1.4 for lubrication intervals, types and quantities for all lubricated components. A list of recommended compressor oils is provided in Section B1.8. Refer to the



- L. Clean oil cooler, as required.
- M. Check oil reservoir breather element for oil leakage and replace if leakage is observed.

**4. Annual Inspections (by Plant Personnel)**

- A. Repeat monthly inspections, plus - - -
- B. Inspect inlet filter/silencer for cleanliness and general condition
- C. Verify discharge check valve operates properly to prevent back flows
- E. Inspect control arm(s) of variable control vanes for slippage
- F. Inspect and tighten all mechanical and electrical connections
- G. Check coupling disc-pack outer edges for fatigue cracks – refer to coupling instruction manual in Section E, document M5. Also check coupling alignment and tightening torques of all bolts (use alignment datasheet form in Section C).



*The coupling bolt torque values are found in Section E, document M5*

**5. Inlet Air Filter/Silencer (by Plant Personnel)**

- A. Replace filter elements when differential pressure exceeds the maximum specified value.
- B. The inlet silencer is designed for atmospheric air and is lined with sound absorbing material. Cleaning of the sound absorbing baffles can be done with a vacuum cleaner during service. The sound absorbing material must never be exposed to steam or washed with water. Never use organic solvents for cleaning the sound absorbing material.

**IMPORTANT:** Organic solvents will damage the material and its adhesion to the supporting frame.

**6. Drive Motor (by Plant Personnel)**

- A. Refer to the manufacturer's operating manual in Section E, document M7, for motor inspection/service intervals and servicing instructions.

**7. Oil Reservoir Breather (by Plant Personnel)**

- A. Check oil reservoir breather monthly for evidence of oil leakage. Oil leakage means that the element is saturated with oil and needs to be replaced. Replace as required, but at least once per year.

**8. Cooling Water Shutoff Valve (by Plant Personnel)**

- A. While the compressor is off-line, cycle the cooling water shutoff valve once per month to insure proper opening and closing and limit switch indication.

**9. Actuated Butterfly Valves (Blow-Off and Discharge Valves) (by Plant Personnel)**

- A. While the compressor is off-line, cycle butterfly valve(s) once per month to insure proper opening and closing and limit switch indication.

**10. Class I Service (by Howden Service Technician)**

- A. **Every 18,000 hours/3 years of operation, whichever comes first.** This is the typical interval between Class I service calls. If the machine is exposed to the elements or is operated in a dirty environment, the interval may need to be reduced. If the variable diffuser (VD) or inlet guide vanes (IGV) cease to operate smoothly before 18,000 hours has elapsed, the first service should be moved forward and the interval for subsequent services adjusted accordingly.

# Pre-Service Checklist - Turblex

Howden

Please return to Howden HRO-S via email or fax at 417-866-0235

This checklist is designed specifically to save you time and money! We have found that if you can check yes to these items, you will minimize unnecessary delays, unexpected waiting time, and additional labor and expenses.

## YES NO

- ☐ ☐ Sufficient lifting equipment is available.
- ☐ ☐ The special tool kit is complete and available onsite for disassembly/reassembly of the compressor(s). To inventory your tool kit, reference the O&M manual for a complete listing of these special tools with illustrations.

These tools are required for disassembly/reassembly of your compressors(s). If you do not have a special tool kit, please let us know.

- ☐ ☐ At-least one local helper will be available to assist Howden personnel with service work.
- ☐ ☐ Inlet filter system and sound enclosure (if applicable) will be removed prior to arrival of Howden personnel. (We would be happy to assist with removal of this, but this is one way for you to reduce the number of Howden labor hours required.)

We look forward to working with you in the near future!