MASTER SERVICES AGREEMENT WITH AquaLogic Water Consulting, LLC

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and AquaLogic Water Consulting, LLC (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services as an independent contractor pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include water cooling tower water treatment and maintenance at Lake Creek Annex. The services include but are not limited to the services and work described in the attached **Proposal dated March 13, 2025** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable. Any services outside of the scope listed in the Proposal date March 13, 2025 will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in Exhibit "A" and each SOW provided. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

Goods: Service Provider shall supply the County the goods described in Exhibit "A" and each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through September 30, 2025, from effective date. Unless terminated sooner pursuant to paragraph XX below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

<u>Labor, Materials, Tools & Misc. Items:</u> Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

<u>Compliance With All Laws</u>: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

<u>Duty To Report Problems:</u> Service Provider agrees to advise the County and its

representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

<u>Cleaning Up:</u> Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in Exhibit "A" and any SOW's. The not-to-exceed amount under this Agreement is Nineteen Thousand Five Hundred Dollars (\$19,500.00) per fiscal year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider

beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
- b) County Agreement, Purchase Order, and/or delivery order number
- c) Identification of items or services as outlined in the Agreement
- d) Quantity or quantities, applicable unit prices, total prices and total amounts
- e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

- 1. defective work not remedied;
- 2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
- 3. damage to The County;
- 4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

<u>Insurance</u>: Service Provider shall provide and maintain, until the services covered in this MSA is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage

Limits of Liability

Statutory

a. Worker's Compensation

b. Employer's Liability

Bodily Injury by Accident \$500,000 Ea. Accident Bodily Injury by Disease \$500,000 Ea. Employee Bodily Injury by Disease \$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE PER PERSON PER OCCURRENCE

Comprehensive

General Liability \$1,000,000 \$1,000,000 (including premises, completed operations and contractual)

Aggregate policy limits: \$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE PER PERSONPER OCCURRENCE

Bodily injury \$1,000,000 \$1,000,000

(including death)

Property damage \$1,000,000 \$1,000,000

Aggregate policy limits No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XIV.

<u>Warranty:</u> Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

<u>Taxes</u>: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

<u>Venue and Applicable Law:</u> Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XVII.

No Assignment: Service Provider may <u>not</u> assign this Agreement.

XVIII.

<u>Severability:</u> In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

IXX.

<u>Confidentiality:</u> Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

<u>Termination:</u> This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

<u>County's Right to Audit:</u> Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Service Provider reasonable advance notice of intended audits.

XXIII.

<u>Notice:</u> Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

Williamson County Judge 710 Main Street, Suite 101 Georgetown, TX 78626

SERVICE PROVIDER

AquaLogic Water Consulting, LLC 15901 Neenah Cove Austin, TX 78717

XXIV.

<u>Mediation:</u> The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

<u>Non-Appropriation and Fiscal Funding:</u> The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the

right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVI.

<u>Authorized Expenses:</u> In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: <u>Williamson County Vendor Reimbursement Policy.pdf (wilco.org)</u>. Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVII.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

- A. AquaLogic Water Consulting, LLC Proposal dated March 13, 2025, marked as **Exhibit "A:**;
- B. Insurance certificates evidencing coverages required herein above and
- C. Any Amendments agreed to by both parties.

XXVIII.

<u>Signature for the County:</u> The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:		AquaLogic Water Consulting, LLC	
		Vina Helbur	n
Authorized Signature		Authorized Signature	
		Nina Helburn	
County Judge/Presiding Officer		Printed Name	
Dated:, 2	20	Dated: March 24	, 20 <u>25</u>

Approved as to Legal Form JACQUELINE LENTZ

General Counsel, Commissioners Court

Date: Mar 25 2025 Time: 12:51 pm

Exhibit "A" AquaLogic Water Consulting, LLC Proposal dated March 13, 2025





Smart Water Treatment...

Presented by:

Graham Helburn Vice President AquaLogic Water Consulting, LLC March 13, 2025 March 13, 2025



Mr. Joe Piefer Willaimson County Facilities 9500 Annex

Mr. Piefer,

Thank you for allowing AquaLogic Water Consulting to provide a water treatment proposal for the Williams County Emergency Center. This proposal will summarize how the on-going partnership between Williamson County and AquaLogic will create outstanding value for your operation. We are a long-standing local, minority owned business and are happy to provide refences at your request.

The purpose of the water treatment program outlined in this proposal is maximize the life cycle of your facility's infrastructure, maintain design efficiencies in all of your production equipment, and have the minimum impact possible on the environment.

The framework for a successful water treatment program does not currently exist at your facility. AquaLogic can manage the installation of this infrastructure from front to back. We will be responsible for the programing and operation of all the water treatment equipment. We will provide you all training, so you understand the critical parameters involved in the water treatment program. We will be on-site as needed to review and report on the results and the goals of the water treatment program. The primary goal of our partnership will be to maintain the highest production time and the lowest TCO possible for your facility.

Joe, the only changes made to the original were the removal of the boiler clean and flush (done). I think our Buy Board is our tax I.D. 86-1158358. That is our tax ID # .

If you have any suggestions that will strengthen our partnership, please do not hesitate to bring them to my attention.

Sincerely,

Graham Helburn

Graham Helburn Vice President Ph. (512)-694-6283 (mobile) Email. ghelburn@aqualogicwc.com Office. (512) 341-3836

Program Outline

- Monthly Service. An AquaLogic Water Consulting representative will provide comprehensive service once a month. All systems will be tested. Results and recommendations will be discussed with you immediately. A second service visit will be made each month to pursue projects and check critical parameters when necessary.
- Equipment. AquaLogic Water Consulting will assist in maintaining all water treatment equipment. We will also continue to strive for better, more efficient water treatment equipment
- 3. <u>Technical Support.</u> AquaLogic Water Consulting will continuously monitor treatment effectiveness in the cooling system. We will advise you immediately in writing when problems develop to help prevent scale buildup, and or corrosion problems in your cooling systems. We will also (with advanced notice) be available to view systems at inspection and make recommendations to improve treatment program if necessary.
- **4.** Chemical Feed Systems. AquaLogic Water Consulting can provide customized feed systems to precisely and effectively introduce chemical into your system.
- **5.** Excellence in Manufacturing AquaLogic Water Consulting insures reliable and consistent product quality and comprehensive customer service through our ISO 9001-2008 certified manufacturing partner.
- **6.** Corporate Engineering Support. AquaLogic Water Consulting Representatives and customers alike can consult with corporate engineers to review any system problems.
- 7. <u>Equipment Maintenance/Cleaning.</u> AquaLogic Water Consulting will provide instruction on how to properly maintain and clean your systems. Following these simple and logical procedures will ensure cleaner, more energy efficient systems.
- **8.** <u>Analytical Laboratory.</u> AquaLogic Water Consulting has analytical facilities, and state-of-the-art-automated equipment. As a result, our customers experience a more accurate and more efficient means of system analysis.
- All-Inclusive Monthly Service Agreement. AquaLogic Water Consulting will
 provide all chemicals and service invoiced monthly if a service agreement is
 desired.

10. <u>Training.</u> AquaLogic Water Consulting will provide onsite training as needed. Formal and informal training is available for your personnel

Technical Service Plan for Williamson County

AquaLogic Water Consulting will be present at your facility to monitor the treatment dosages, instruct operating personnel, deliver written instructions for control of the treatment systems and in general, provide you with any assistance that will help you preserve and maintain an excellent water treatment program. You will be provided with service as needed to closely monitor the conditions in your systems. We will troubleshoot problems and perform any special tests required. We will coordinate the installation of special test equipment necessary to effectively monitor this program. We will be bringing to your attention the latest advances in the water treatment industry. We will supply you with a written report after each service call. With this report, you will have an opportunity to review any problems with us.

The following are detailed descriptions of the type of service you can expect from **AquaLogic Water Consulting** upon selecting us as your water treatment company.

Service

- 1. At least once per month service visits to include, but not limited to, the following:
 - a. Perform all pertinent water tests.
 - b. Complete Web based Consulting Service Report to include:
 - Discussion of problem areas.
 - Solutions to problems.
 - Detailed consequences of not correcting problems.
 - Chemical inventory.
 - System data.
 - Review of system operation via remote communication
 - Recommended chemical feed rates and control.
 - Graphical analysis of critical program parameters
 - Evaluation of chemical feed equipment
 - c. Review daily operating logs.
 - d. Discuss Consulting Service Report in detail with operators and management personnel.
 - e. Copy of Consulting Service Report to all designated personnel.
 - f. Thorough check of all chemical feed equipment
- 2. A second monthly service visit will be made to check critical program parameters and focus on current projects when necessary.

- An AquaLogic Water Consulting representative is on 24-hour call and available for consultation on routine matters, upset conditions, or emergencies. An AquaLogic Water Consulting representative can be on site four hours after notification, if necessary.
- 4. An alternate **AquaLogic** representative will be familiar with your account. This provides service during vacation or sickness of primary representative.

Technical Service Team

Once our chemical treatment program starts, the services of a qualified chemist or engineer are essential to ensure that all the proposed benefits of the program are achieved. This service is the key to success of any chemical treatment program.

AquaLogic Personnel Responsible for Servicing Your Facility

Jeff Simpson, Sales Manager, will be the secondary person responsible for your facility. He has 33 years of water treatment experience and is familiar with the type of equipment and systems at your facilities. He will perform the services described in this proposal in support of our efforts. A limited geographic responsibility makes frequent servicing at your facility possible. Response to emergency situations can be expected within two to four hours from the time of contact.

The following numbers are available to assure immediate contact and response:

(830)-832-9411	Mobile Phone/Voice Mail	
(512) 341-3836	Aqualogic Office	

Graham Helburn, Vice President, will provide primary support for your facility and be responsible for program administration and project identification. He has received outstanding water treatment training and will complete the TEAM that is responsible for your facility. Graham is one of the company principles and has 33 years of water treatment experience.

The following numbers are available to assure immediate contact and response:

(512)-694-6283 Mobile Phone/Voice Mail (512) 341-3836 Aqualogic Office

Blake Allen, Technical Service Representative II, will provide additional support and manage inventory and installation of equipment. Blake will also be involved in any special projects that we pursue at Seoyon. Blake has 6 years of water treatment experience.

The following numbers are available to assure immediate contact and response:

(512) 639-7850 (512) 341-3836 Mobile Phone/Voice Mail Aqualogic Office

Chemical Program

Logic 2128T - designed for high hardness water. This is a polymer additive package with advanced quad-polymer technology and calcium dispersants. This product will provide clean heat exchange surfaces while protecting your system from corrosion and fouling.

Bellacide 355 – a non-oxidizing biocide that will enhance the Brommax 7.1. This product will help prevent the growth of Legionella Pnumophilla in the ystsem. Bellacide 355 has a biodispersant blended into it to help penetrate tough biological mass.

Brommax 7.1 - oxidizing biocide utilized to control biological growth in moderate to high pH water. Bromine is very effective at controlling the growth of bacteria that can lead to deposition and corrosion in your system.

Critical Program Parameters

Condenser System Operating Guidelines		
Conductivity	1800-2000 μmhos	
рН	8.5-8.9	
Logic 2128T	100-130 PPM	
Brommax 7.1	2.0-5.0 PPM	
M Alkalinity	300-400 PPM	
Total Hardness	400-500 PPM	
Calcium Hardness	150-200 PPM	
Avg. CoC	5.0	
System Corrosion Rates		
Steel	< 2 m.p.y.	
Admiralty/Brass	< 0.2 m.p.y.	
System Biological Levels		
Aerobic Bacteria	<10,000 c.f.u	
Anaerobic Bacteria	<1,000 c.f.u.	

Conductivity <4,000 µmhos

pH 9.5-10.9

CL 3000 900-1100 PPM

Iron (Fe) < 1.0 PPM

Copper (Cu) <0.20 PPM

Azole 10-30 PPM

Chilled Water System Operating Guidelines

Conductivity <4,000 µmhos

pH 9.5-10.9

CL 3000 500-700 PPM

Iron (Fe) < 1.0 PPM

Copper (Cu) <0.20 PPM

Azole 10-20

Executive Summary

The primary goal of a cooling water program is to achieve and maintain the optimum operating efficiency of the system. A well-designed cooling water program is integral to this process. The program is designed to protect all components of the system to optimize heat transfer efficiency within the cooling, heating, and evaporative portions of your system.

In a cooling system utilizing a multiple metallurgies, the prevention of corrosion under common conditions can be challenging. AquaLogic has proposed our proprietary blend of polymers that will effectively protect your multi metal system from corrosion.

We will provide and maintain the latest technology, including traced chemical feed and remote monitoring to ensure that your systems are operating as efficiently as possible.

We will be present to monitor your program with whatever frequency is necessary to insure we help you maintain a low TCO. When you have equipment shut down for maintenance, we will be present with fiber optic cameras and laboratory support to inspect your equipment and insure the water treatment program is providing you the value that you expect.

Business Plan for Williamson County

Annual Chemical & Service \$9,780.00 - annual; \$815.00 - monthly Included

- All Chemical & Service
- Shipping
- Equipment adjustments
- Training
- Remote communications/monitoring
- Equipment inspections
- Corrosion studies
- Quarterly business reviews