

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-143

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Praxair Distribution, Inc.</u>
Contractor Representative	<u>Jennifer Clagget</u>
Telephone Number	<u>(253) 954-6931</u>
Contract Term	<u>August 22, 2017 through August 21, 2022</u>
Original Contract Amount	<u>\$1,180,000</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$1,180,000</u>
Cost Center	<u></u>

Briefly describe the general nature of the contract: The Amendment to the Product Supply Agreement with Praxair Distribution, Inc. (Praxair) will allow for the provision of bulk medical gases at Arrowhead Regional Medical Center's (ARMC's) expanded Emergency Department modules, which are currently being utilized due to the rising numbers of COVID-19 patients. Approval of this amendment will also decrease the burden on the medical gas generation system, which is being utilized at 300% of normal capacity; leading to decrease in the systems efficiency.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Pan, Deputy County Counsel

Date 2/9/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

2/9/21



THIS RIDER ("Rider") numbered CA01152021CV19 and dated as of the last date signed by the parties (the "Effective Date"), by and between PRAXAIR DISTRIBUTION, INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, CT 06810 ("Seller") and County of San Bernardino on behalf of Arrowhead Regional Medical Center, a CA Hospital having an office at 400 North Pepper Avenue Colton, CA 92324-1819 ("Buyer"), is made a part of the Product Supply Agreement between Seller and Buyer numbered 71340933 and dated as of August 22, 2017 (the "Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Agreement).

1. **As to this Rider, the following words and terms shall have the following meanings:**
 "Basic Term" of this Rider commences on the Effective Date and continues for one (1) year or until the Surge System is no longer needed by Buyer
 "Location(s)" for this Rider means 400 North Pepper Ave, Colton, CA.
 "Prices" are:

Arrowhead Medical Center- Surge System Pricing			
Part Number	Product	Price	Unit
OX M-BULKDS	Bulk Liquid Oxygen (LOX) USP	\$0.996	Per ccf
RENFDAChARGE	Regulatory Compliance Charge	\$350.000	Per Month
RENTRLR	Surge System Trailer Rent	\$600	Per Day
RENOXTELEMETRY	Telemetry	\$75	Per Month
UDELIVERYChARGE	Normal Delivery Charge	\$150	Per Delivery
UMZGOVM1	Safety & Environmental fee	\$15.45	Per Delivery
UZZZHMD3	Hazardous Materials Fee	\$75	Per Delivery
Optional Services			
ZZZEDSAMEDAY	Emergency Delivery	\$1,000	Per Delivery

Product	Specification	Product Code	Supply System/Cylinder Type	Estimated Monthly Volume
USP Bulk Liquid Oxygen	USP Oxygen	OX M-BULKDS	Custom Designed Surge System	500,000scf

Notwithstanding any other provision hereof, after the Effective Date of this Rider, Seller may increase the Prices then in effect for gases which Seller does not produce by giving not less than ten (10) days' prior written notice of such increase.

Buyer estimates its monthly consumption of each Product will be the Estimated Monthly Volume ("EMV") if set forth in the table above. Buyer will purchase from Seller its requirements for Product in excess of 120 % of the EMV ("Excess Product") to the extent that Seller elects, in its sole discretion, to supply such Excess Product, provided that in such case Seller, upon 15 days prior written notice, may adjust the Prices for all such Product hereunder. If Buyer's monthly consumption of any Product is eighty percent (80%) or less than the EMV during any period of three (3) consecutive calendar months, Seller, upon 15 days prior written notice, may adjust the Prices and the EMV for such Product. If Buyer fails to take any Product during any period of six (6) consecutive months, Seller will have the right at any time thereafter to immediately terminate this Rider.

"Products" means the items under the Products column in gaseous, liquid or solid form noted in the table under "Prices" above.

"Specifications" means the Product specification set forth under the column so indicated in the table under "Prices" above or listed in the Product Information Sheet(s) attached hereto or available on www.praxair.com.

COVID SURGE system:

The system shall be designed to supplement the existing oxygen source to assist with pressure drop and vaporizer flow capacity. Seller has designed a custom Surge System to support the demands related to the COVID surge. Buyer agrees to pay Seller for the following:

- Project Management
- Equipment:
 - 8'-6" x 45' TEMPORARY MEDICAL PRIMARY TRAILER
 1. One (1) VCC-150 primary tank
 - 1,240 Gallons
 - Length= 18'-6", Width = 5'-6", Height = 7'-0"
 - Tank weight full = 23,100 lbs.
 2. One (1) primary vaporizer
 3. Site Survey by the Project Manager
 4. Specified amount of labor hours for project management
 5. Specified amount of labor hours for trailer conversion and preparation
 6. Labor to install the system by qualified technicians
 7. Shop drawings and transmittal letter sent to the customer by the Project Manager, if applicable
 8. Includes freight to and from the facility
 9. A single trip to site for technicians for the installation
 10. Travel time to and from the site by installing technicians
 11. Per Diem for installing technicians
 12. QA work completed by the above technicians
 13. Parts and materials for installation to customer's EOSC
 14. Interconnected piping of Praxair owned equipment
 15. Excludes all required engineering work, OSHPD approvals and local AHJ

approvals.

16. Excludes all required temporary fencing

17. Excludes all required concrete traffic barriers

18. Excludes any required site preparation or trailer modifications

Commissioning/Medical Gas Verification

Removal

Decommissioning of Portable Trailer

Removal of Portable Trailer

Associated Freight Costs

Design, Installation, Commissioning and Removal of System:

Fee: \$68,350 (plus applicable shipping, handling and taxes, as applicable.)

Insurance:

Seller shall maintain the following insurance coverage at the following minimum limits for the term of this Agreement:

- Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons.
- Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of Praxair providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a \$2,000,000 general aggregate limit.
- Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

All policies, except for Worker's Compensation, shall contain blanket additional endorsements naming County as an additional named insured with respect to liabilities arising out of this Agreement. When applicable, and when requested by County, evidencing proof of the foregoing coverage shall be furnished to County.

Praxair shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, and volunteers. All general or auto liability insurance coverage provided shall not prohibit Praxair and Praxair's employees or agents from waiving the right of subrogation prior to a loss or claim. Praxair hereby waives all rights of subrogation against County.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.


Praxair agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Praxair and County or between County and any other insured or additional insured under the policy.

Unless otherwise approved by County's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County's Department of Risk Management.

This Rider may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Rider. The parties shall be entitled to sign and transmit an electronic signature of this Rider (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Rider upon request.

BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS RIDER IS CONDITIONAL UPON THE TERMS AND CONDITIONS HEREIN AND IN THE AGREEMENT AND ANY ATTACHMENT HERETO. Buyer and Seller intending to be legally bound have by the signatures of their authorized representatives executed this Rider as of the date first above written.

CO of San Bernardino on behalf of Arrowhead Regional Medical Center (Buyer)


Signature: 

Name and Title: LEONARD X. HERNANDEZ : CEO

Date: 1/22/2021

PRAXAIR DISTRIBUTION, INC. (Seller)

Submitted by: Laura Johnston Medical Territory Manager

Signature: 

Name and Title: Jennifer Claggett Western Region Business Manager

Date: January 15, 2021