



## **Request for Proposal**

November 7, 2017

### **Heating Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services**

RFP #107-2017

**Proposals Due:**

**December 8, 2017 by 4:00 P.M. PDT**

**PREVAILING WAGE**

**Pre-Proposal Conference**

**November 14, 2017 at 10:30 a.m.**

**Contact Mark Smith**

**Phone: 951-296-6914**

**Email: [smithm@ranchowater.com](mailto:smithm@ranchowater.com)**



**Rancho California Water District  
REQUEST FOR PROPOSAL**

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**PURPOSE**

Rancho California Water District (RCWD/District) is seeking the services of an experienced and qualified HVAC Preventative Maintenance and Repair Contractor with proven expertise in HVAC maintenance and repairs to maintain the assigned 53 District HVAC units in a scheduled and professional manner.

**BACKGROUND**

The District is a local, independent “Special District,” organized on August 16, 1965, operating pursuant to the California Water District Law, Division 13 of the California Water Code.

The District encompasses approximately 100,000 acres of land located in the southwestern part of Riverside County. The District’s service area includes the City of Temecula and portions of the City of Murrieta and the unincorporated territory of the County of Riverside adjacent to such cities. The District operates within the southwestern area of Riverside County bounded on the south by the Riverside/San Diego County line. The District maintains several assets for the delivery of water, wastewater and recycled water services and requires maintenance of its HVAC systems.

The District is requesting proposals from qualified firms to enter into a one-year service agreement beginning on January 1, 2018 with the option to renew the service agreement for up to four (4) additional annual terms for a total 5 years maximum.

**PROJECT**

The maintenance of District sites requires professional knowledge of the full range of HVAC activities to include general preventative maintenance, repairs, and new installations of HVAC systems. The HVAC activities include; filtration, electrical components, gas-fired and furnace inspections, condenser drain systems, air cooled condensers, exhaust fans. HVAC systems operations includes the preventive maintenance, repair of a variety of components, such as: cleaning condensers, filters, belts, electrical components devices from a variety of manufactured brands and models. The selected contractor will work closely with the District’s Field Services Department. The complete list of the scope of services and the requirements for such are included in Exhibit “A.” The scope of service included in Exhibit “A” will become part of the executed agreement.

The scope of services includes all work to perform HVAC preventative maintenance at 7 District building sites described on the attached, Exhibit “B” titled, “*RCWD HVAC Sites Listing.*” HVAC Sites Listing are subject to update by the District at any time.

To download RFP HVAC Preventative Maintenance and Repairs Services site maps got to Rancho California Water Districts website; <http://www.ranchowater.com/bids.aspx>

The District will not allow the contractor to subcontract any of the services. Contractor must perform all of the required work in-house.

### **REQUEST FOR PROPOSAL (RFP) AND CONTRACT AWARD TIMELINE**

Distributed RFP	11/07/2017
Mandatory Job Walk/Pre Bid Meeting	11/14/2017 10:30 a.m.
Deadline to for Submittal questions Regarding	11/17/2017, 4:00 p.m.
Response to Questions	11/19/2017
Submission Deadline for Proposals	<b>12/08/2017, 4:00 p.m.</b>
Board Approval	TBD
Contractor Start	01/01/2018 (Estimated)

### **MANDATORY JOB WALK/PRE BID MEETING**

A **mandatory pre-proposal site visit will be held at 10:30 a.m. on Tuesday, November 14, 2017.** Prospective Proposers will meet at the District’s main entrance lobby located at 42135 Winchester Road, Temecula, CA 92589-9017.

Sites we will visit: (Subject to change at the District’s discretion)

<b>Item No#</b>	<b>Site Name</b>	<b>Address</b>	<b>JOB NO#</b>	<b>No# of HVAC units</b>
1	Headquarters Building “A”	42135 Winchester Road, Temecula	FMO	27

This will be an opportunity to see samples of the typical HVACs listed in this RFP. It will also be an opportunity to clarify the District’s expectations pertaining to the scope of work described in this RFP.

There will be a sign in and sign out sheet for the pre-proposal meeting and site visits.

### **REQUIREMENTS AND DETAILS**

Contractors participating in the RFP process must meet the following minimum qualifications to be considered:

1. The contractor will be a financially sound company primarily engaged in professional HVAC maintenance and repairs in the State of California.
2. Have successfully completed a minimum of six (6) projects of comparable size and scope to this project, within the past five (5) years with references provided in proposal.
3. The contractor shall be able to provide personnel who have been fully trained in all phases of HVAC systems operation, maintenance, adjustment and repair. Contractor’s personnel should also have familiarity with all types of components including controllers, electrical

components, general preventative maintenance, repairs, and new installations of a variety of brands and models. The contractor and staff shall have expertise and experience in HVAC management.

- a. The contractor's personnel shall include a manager/superintendent with experience in HVAC preventative maintenance and repairs supervision, who is able to receive and carry out instructions, either verbal or written, as given by the District.
4. Contractor shall hold a valid Environmental Protection Agency (EPA) 608 certificate and C-20 (Heating and Air Conditioning Contractor) California Contractor's License and meet all current licensing and registration requirements, as may be required by the State of California Contractor State License Board (CSLB), the California Department of Industrial Relations (DIR), and the cities of Temecula and Murrieta and County of Riverside without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs
5. Able to provide proof of current insurance coverage in accordance with the District's insurance requirements as described in the sample Agreement shown in the TERMS AND CONDITIONS, Exhibit "E."
6. Able to sign the completed Agreement shown in the TERMS AND CONDITIONS, Exhibit "E." District will not accept any requests for revisions to the Agreement terms.
7. Contractor shall provide a current and acceptable Injury and Illness Prevention Program (IIPP) to the District.
8. Have no personal or organizational conflicts of interest, as prohibited by law. Refer to POTENTIAL CONFLICT OF INTEREST SUMMARY FORM, Exhibit "D" to determine if a conflict of interest exists.

## **SUBMISSION REQUIREMENTS**

For the proposal to be considered responsive, the contractor must submit all information requested in this RFP in the proposal. Failure to submit all required information, forms and documents in the proposal may result in disqualification. Proposals must be submitted on or before the closing date and time. Proposals received after the closing date and time will be considered non-responsive. It is the contractor's responsibility to ensure that their proposal has been received by the District.

The following information, forms and documents are to be submitted with the Proposal:

1. **Services Detail Statement:** A detailed scope of services and methodology that comprehensively defines and describes the individual tasks involved in performing the Landscaping Maintenance services. This statement may be based on, but is not limited to, the information provided in the SCOPE OF SERVICES, Exhibit "A" of this RFP. The Services Detail Statement should be on company letterhead and be no longer than 15 pages.
2. **Fee Schedule:** The Contractor shall provide a Fee Schedule table showing fully burdened labor rates for all labor categories of employees envisioned to provide services that align with the work.

The Fee Schedule shall provide a fee for each site grouped by "JobNo" (i.e., FMO, FWH, etc.) shown by Exhibit "B" and then summed to a TOTAL FEE. The Fee Schedule shall

also provide rates and/or unit prices for any corrective work as described in Exhibit “A.” Please present information legibly and ensure all calculations are correct, as this Fee Table will be utilized to review invoices.

Prices/rates shall be valid for the term of the proposal contract and include all labor, equipment, materials, fees, permits, traffic control, tools and equipment, transportation, overhead, travel, profit, insurance, sales and other taxes, license, incidentals, and all other related costs necessary to meet the work requirements described in Exhibit A.

The District makes no guarantees that the full value of the contract will be paid to the contractor. The District will compensate the Contractor based on the sites and work performed and the unit prices in the Fee Schedule provided in the proposal.

3. **Contractor’s Business Statement and References, Exhibit C:** Provide details of contractor’s company, references of relevant projects (minimum of 6) including comprehensive project/contract description, valid project contact information, qualifications and current pre-qualified vendor status. If necessary, extra pages may be attached to the provided form to expand on contractor’s profile or references. Include copies of any required licenses or certifications, as separate attachments.
4. **Three (3) copies of the contractors proposal** must be mailed or hand-delivered to the following address in a sealed envelope in hardcopy on or prior to the Submission Deadline:

Attention: Mark Smith  
**Site address:** Rancho California Water District

42135 Winchester Rd.

Temecula, CA 92590  
**Mail address:** Rancho California Water District  
P.O Box 9017  
Temecula, CA 92589-9017

It is the contractor’s responsibility to confirm that the District is in receipt of proposal. Late proposals will not be accepted. Emailed or Faxed proposals will not be accepted.

## **EVALUATION PROCESS AND SELECTION CRITERIA**

Selection of the Contractor will be based upon a competitive selection process. All elements of the pricing proposal will be considered include responsiveness of proposal and price. Criteria to be evaluated shall include the following:

1. Experience, references and past performance under a similar scope of Services
2. Cost to perform the required services stated in the SCOPE OF SERVICES, Exhibit “A” and identified in the contractor provided Fee Schedule.
3. Contractor capabilities and references as related to the requirements in the Scope of Services

## **PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720 et seq and 1770 et seq. which require the payment of prevailing wage rates and the performance on certain “public works” and “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, contractor agrees, to fully comply with such Prevailing Wage Laws, if applicable.

The contractor to whom a contract for the work is awarded shall comply with the provision of the California Labor Code. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by contractor.

## **CONTRACTOR REGISTRATION**

Contractors submitting proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Contractor registration information can be found at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>. Contracts entered into with any contractor in violation of Section 1771.1(a), shall be subject to cancellation by the District at the sole discretion of the District consistent with Section 1771.1(e).

Contractors submitting proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code prior to submitting a Proposal.

DIR Registration numbers shall be provided by Contractor on **Contractor’s Business Statement and References, Exhibit C**, when submitting Proposal.

Contractors submitting proposals on this project acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **GENERAL**

- District is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a proposal from any contractor in response to it. In particular, contractors shall note that District may:
  1. Reject any proposal that does not conform to instructions and specifications, which are issued herein.
  2. Not accept proposals after the stated submission deadline.

3. Waive any informality, irregularity, immaterial defects or technicalities in any proposals or other responses received.
  4. Reject all proposals.
  5. Cancel the RFP at anytime.
  6. Award a contract in connection with this RFP at any time.
  7. Make no award of contract.
  8. Negotiate agreement terms with the awarded contractor at the District's discretion.
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- District will not reimburse any organization for proposal preparation costs or other work performed in connection with this RFP, whether or not the contractor is awarded a contract.
  - Proposals (including accompanying materials) will become the property of District. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public record subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.). The Proposal together with copies of all documents pertaining to any award, if issued, shall be opened to public inspection. All information submitted as a part of a Proposal will be open to public inspection (except items marked as trade secrets and considered a trade secret under the California Public Records Act) after the award has been made.
  - District reserves the right to request additional information from prospective contractors prior to final selection and to consider information about a firm other than that submitted in the proposal.
  - Pricing shall remain firm-fixed for the first year of the Contract. Pricing for the potential subsequent years of the contract will be reviewed four months prior to the expiration date. Price adjustments shall be made in accordance with the CPI index, but restricted to a total increase of no more than three percent in any one year at the District's discretion.
  - All Proposals shall remain valid offers open for the District acceptance for a minimum of 120 days following the RFP due date.
  - If your contractors response to this RFP contains any trade secrets that you do not want disclosed to the public or used by the District for any purpose other than evaluation of your approach, then mark the top of each sheet of such information with the following legend:

**“CONFIDENTIAL INFORMATION”**

Should a request be made to District for information that has been designated confidential by the contractor and, on the basis of that designation, District denies the request for information, the contractor may be responsible for all legal cost, necessary to defend such action if the denial is challenged in a court of law.

- Any changes, additions, or deletions to the RFP will be in the form of a written addendum issued by District's Purchasing Department and forwarded to all contractors. Except as stated in this provision, no person is authorized to amend or revise any part of this RFP, in any respect, either in writing or by oral statement.

## QUESTIONS

Contractors are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Requests for clarification or additional information must be made to the proper contact below before the deadline:

**Mark Smith - Procurement and Contracts Administrator: (951) 296-6914**

**Email Question to [smithm@ranchowater.com](mailto:smithm@ranchowater.com) in the Subject line of email type “HVAC Preventative Maintenance and Repairs Services Question(s)”**

Only written communications relative to this RFP shall be considered. It is incumbent upon contractors to verify District is in receipt of their questions. Misinterpretation of the contract documents by the contractor shall not relieve an awarded contractor of responsibility to perform the contract.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

<b>Deadline to for Submittal questions</b>	<b>11/17/2017, 4:00 p.m.</b>
Response to Questions	11/19/2017

## EXHIBIT "A"

### SCOPE OF SERVICES

The scope of services includes all work to perform HVAC preventative maintenance and repairs District sites shown on the attached, Exhibit "B." Contractor will be responsible to provide HVAC preventative maintenance and repair services keeping the District's HVAC systems in good working order and adhere to all safety requirements and personal protective equipment (PPE) requirements. Any work performed under this contract shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical, and Unified Building and Plumbing Codes. The contractor shall consider the following specific preventative maintenance activities in their proposed scope of work:

#### 1. EQUIPMENT DESCRIPTION

Approximately 53 HVAC units, 21 exhaust fans, 25 gas-fired suspended heaters at 5 different locations. The District reserves the right to add and/or delete sites throughout the duration of the contract. Model numbers, quantities, and location may be located in Exhibit B.

#### 2. PREVENTATIVE MAINTENANCE SERVICE

Preventative maintenance services shall be all-inclusive and completed per the route's service schedule, which may be designated for twice to four times per year or as requested by the Field Services Supervisor or his designee. Preventative maintenance services shall include washing and cleaning of coils, checking temperature split, contactor coils, wires, etc. Contractor shall replace filters and belts with each preventive maintenance service, which are referred to herein as consumable parts.

As part of the preventive maintenance service fee for the route, the fee must be all-inclusive of parts, labor, tools, truck fee, etc. This fee will be fixed for the contract period.

All preventive maintenance services shall be completed during the scheduled service call. Shall Contractor require more days to complete preventative maintenance services the Contractor shall not impose additional fees. All preventative maintenance fees shall be all inclusive.

Any component(s) found outside of the preventive maintenance scope, where repair or replacement of material is required, Contractor shall communicate the findings to the District's Field Services Supervisor or his designee. Contractor shall not commence any repair or replacement work without the direct approval of the District's Field Services Supervisor or his designee.

Contractor shall furnish all necessary labor, tools, equipment, and materials as may be required to complete the preventative maintenance service. The District reserves the right to provide materials and/or equipment to the Contractor at the District's discretion.

All furnished materials shall be new and genuine manufacturer's authorized replacement parts.

Equivalent or rebuilt parts shall be pre-approved for use by the District's Field Services Supervisor or his designee prior to use. The utilization of used materials is strictly prohibited without the pre-approval and consent of the District's Field Services Supervisor or his designee.

At the completion of the preventative maintenance service, the Contractor shall provide a report of the inspection to the District's Field Services Supervisor or his designee. Any findings shall be described, along with a list of materials replaced within the preventive maintenance scope, and work order number provided by the District's Field Services Supervisor or his designee.

### **3. REPAIRS SERVICE**

Repair services shall only occur when a formal proposal has been submitted and authorization to commence work has been given to Contractor by the District's Field Services Supervisor or his designee. Any proposal for repair services shall include an itemized list of materials, material costs, labor hours and rate, equipment rental fees, miscellaneous services, etc.

Contractor shall furnish all necessary labor, tools, equipment, and materials as may be required to complete the repair service. The District will reserve the right to provide materials and/or equipment to the Contractor at the District's sole discretion.

All furnished materials shall be new and genuine manufacturer's authorized replacement parts. Equivalent or rebuilt parts shall be pre-approved for use by the District's Field Services Supervisor or his designee prior to use. The utilization of used materials is strictly prohibited without the pre-approval and consent of the District's Field Services Supervisor or his designee.

At the completion of each repair service, the Contractor shall provide a report of the HVAC Repair service to the District's Field Services Supervisor or his designee. Any findings shall be described, along with a list of materials replaced, and total hours of labor.

At the sole discretion of the District, material may be provided to complete scope of repair work. In addition, the District shall reserve the right to bid outside of the contract when any repair service is over \$10,000.

### **4. PROPOSAL FOR REPAIR WORK**

Repair proposals shall include itemed costs of materials, labor rates and hours, equipment rental, miscellaneous service, reference HVAC unit number and/or description, location of equipment, and Job number (if available). Contractors shall also include the appropriate hours and number of Journeymen and/or Apprentice/Installers required to complete service.

In the event of an emergency, a formal written proposal may be waived, however Contractor shall not commence work until explicitly given approval from the District's Field Services Supervisor or his designee.

### **5. NEW INSTALLATIONS**

Any new installation(s) of HVAC equipment shall be biddable at the sole discretion of the District. No guarantee is given to Contractor awarded specific route where installation will occur.

## **6. WARRANTY**

Warranty on all parts and labor shall be provided at a minimum of 12 months. Parts provided by the District shall not be included.

## **7. PERMITS & LICENCES REQUIREMENTS**

Contractor shall obtain all permits, license, certificates, or plans and specifications as may be required by Federal, State, County, and/or Local laws, ordinances, rules, and regulations for the proper execution of any HVAC work performed.

HVAC Technicians shall have a valid and current Environmental Protection Agency (EPA) 608 certification and Contractor/Firm shall have a valid C-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor license.

Any penalties and/or fines imposed due to violations of required laws shall be the sole responsibility of the Contractor.

## **8. ON CALL/EMERGENCY SERVICE**

The Contractor shall provide on call and emergency service repairs as requested to maintain the HVAC systems in operating conditions at all times. A contact name and phone number available 24 hours a day, seven days a week, 365 days a year shall be provided.

The Contractor shall provide on call services within 24 hours after District's notification of non-critical/ non-emergency repair service requests.

In an event of a system failure deemed by the District as an emergency, the Contractor shall physically arrive to District site within three (3) hours of District notification. At the sole discretion of the District, "emergency" shall be defined based on District's interpretation.

At the discretion of the District, a separate Contractor can be contacted to respond in critical emergency events should the Contractor not respond in initial contact.

## **9. SAFETY DATA SHEETS (SDS)**

Copies of SDS for each chemical/refrigerant utilized to maintain HVAC equipment shall be submitted to the District and be readily available.

## **10. REGULATORY REQUIREMENTS**

Contractor shall perform HVAC preventative maintenance and repair services in accordance to all applicable Federal, State, and County EPA laws. Material used in applications shall not contaminate ground water or have any in-ground movement. Contractor shall clean-up any spilled chemical and utilize appropriate disposal procedures.

## **11. ON SITE REQUIREMENTS**

Contractor and all their designee employees assigned to service the District's HVAC needs shall adhere to all District site login policies. All HVAC technicians shall sign-in and sign-out at the designated desk or security area at each site, when applicable.

## **12. MISCELLANEOUS SERVICES**

Contractor shall provide miscellaneous services such as core drilling, equipment rental, insulation services, sheet metal fabrication, etc. as needed to complete HVAC services as requested by the District. Miscellaneous services shall be included on proposal and itemized.

Contractor sub-contracting with trades required to complete a HVAC service shall be responsible for submitting documentation required for the appropriate approvals, which shall include insurances, DIR registration number, and C-17 Contractor's CAL/OSHA Compliance History and SIC Code. Additional information and/or documentation may be required and shall be determined by the District. Subcontractors may be required to complete an on-site pre-job safety meeting prior to starting service work and shall be determined by the District.

## **13. PERFORMANCE REVIEW**

Contractor shall perform all duties and provide correct and detailed proposals and invoices in a timely manner in accordance to the contract. To ensure contract adherence, the District's Purchasing Department shall evaluate the Contractor's performance in the timeframe, frequency, and manner deemed necessary by the Purchasing Department. At a minimum, the Purchasing Department will review periodically the following performance measures:

### *On-time Delivery of Service*

Preventive maintenance and repair work is performed within the designated time frame as specified by the contract and/or Contractor's proposal. Response time to non-critical and critical service requests are within the contract requirements.

### *Quality*

Invoices are itemized, detailed, and all pricing and terms are correct. Invoices reference the appropriate and correct purchase order numbers, Hansen work order numbers, location/Route number, and model or unit number.

Proposal lists all materials, labor, equipment, and miscellaneous services in addition reference location and model or unit number.

Invoices reflect the correct pricing based on contract or proposal.

Workmanship of performed services. Each unit is serviced during preventive maintenance check and consumable items are changed.

Proposals are provided and reflect all expected charges and service description.

Preventive maintenance paperwork references all necessary information such as, Hansen work order number, description of work and parts changed, and repair recommendations.

Other methods of measuring performance may be utilized at the discretion of the District, such as, but not limited to, complaints made by District employees, site audits, workmanship, and customer service.

#### **14. INVOICING**

All invoices shall be itemized with costs separated by materials, labor hours and rates, equipment rentals, miscellaneous services, etc. and shall reference the route number, HVAC unit number, Job No#, Hansen Work Order number# (if available), and purchase order number. Invoices shall be emailed to [apinvoices@ranchowater.com](mailto:apinvoices@ranchowater.com)

**Numbered Items from #15 - #21 Pertain to Required Preventative Maintenance for District's HVAC Systems.**

#### **15. FILTRATION**

Provide pleated high efficiency filters for all air conditioners and heaters at all locations

Filters will be replaced once every three months

Utilize filter rack blocks to prevent non-filtered air from by-passing the filters

#### **16. ELECTRICAL COMPONENTS**

Check and tighten all wire terminals, fuse clips, and connection on all components

Keep all electrical compartments clean

Inspect and clean motor contactors once a year – replace as necessary

Secure all electrical junction boxes, covers, and conduit fittings

Keep all wiring harnessed and secured to prevent insulation wear

Measure voltage and amperage of all motors, including damper motors

Check electrical heating elements and fused links

#### **17. GAS-FIRED ROOFTOP AND FURNACE INSPECTION**

Contractor to provide their own lift units

Check refrigeration lines for signs of leakage

Check and adjust copper refrigerant tubing to prevent rubbing as needed

Measure supply and return air temperatures

Check thermostatic expansive valve as needed

Inspect compressor for signs of unusual vibration and noise

Clean burners and pilot as required

Test gas valve operation

Check combustion/flame condition

Check burner adjustment

Test safeties and controls

Lubricate all wheel bearing and motors with access ports

Check all belt tensions, alignments, and depth of travel in the pulley

Belts to be maintained to promote maximum life span

Check blower wheels for cracking

Check overall structural integrity of the air handler section

Keep all electrical compartments clean

### **18. CONDENSATE DRAIN SYSTEM**

Clean and flush drain pan and associated piping

Check P-trap and drain line for proper flow

### **19. AIR COOLED CONDENSERS**

Inspect coils for debris and clean as needed

Check refrigeration lines for signs of leakage

Verify operation of direct drive fan motors

Inspect motors for signs of unusual vibration and noise

### **20. EXHAUST FANS**

Lubricate all wheel bearings

Check all belt tensions, alignments, and depth of travel in the pulley

Belts to be maintained to provide maximum life span

Adjust belts if needed

Belts replaced as required at additional cost

Check blower wheels for cracking

### **21. GENERAL**

Tighten all access panels

Fill out and submit all preventative maintenance check sheets electronically

**EXHIBIT “B”**

**RCWD HVAC INVENTORY BY SITE LISTING**

The table on the following page of the District Sites Listing includes location of District properties.

42135 Winchester Road, Temecula

Unit #	Servicing Area	Tonnage	Model #	Serial #	Filter Size
<b>Building A</b>					
AC 1	Kitchen	2	4YCC4024A1060AA	153410164L	(2)16X25X1
AC 2	Accounting	2	4YCC4024A1060AA	150511513L	(2)16X25X1
AC 4	Board Conf. Room	3	4YCC3036A1075BB	140313576L	20X25X1(CK)
AC 5	Contracts Manager	2.5	YCC030F1MOBA	H08162331	20X20X1
AC 6	1st. Floor Lounge	3	YCCC036F4HOBA	G52154215	20X25X1(CK)
AC 7	Inspections	4	4YCC3048A4096AA	6216PPS19H	20X20X1/18X20X1
AC 8	Engineering/Admin.	4	4YCC3048A4096AA	6503MNF9H	20X20X1/18X20X1
AC 9	2nd. Floor Walkway	3.5	YCC0242F3MOBA	H1016507	20X25X1(CK)
AC 13	HR	4	YSC048E4RLA1R0000000000000000B0000000000	134910158L	(2)20X30X2 / BELT:AX-26
AC 14	Admin. Support/MCR	4	YSC048E4RLA1F0000000000000	123511293L	(2)20X30X2 / BELT:AX-28
AC 16	Weight Room	5	YSC060E4ELA1F0000000000000	123312606L	(2)20X30X2 / BELT:AX-26
AC 17	Archives/Ali Jacobs	5	YCO060C4LOAA	G291424202	(3)14X25X1
AC 18	Engineering	5	YCH060C4LOAA	G40142961D	(2)20X25X1
AC 19	GM/Exec. Conf. Rm.	5	YSC060E4ELA1F0000000000000	103111673L	(2)20X30X2 / BELT:AX-26
AC 20	AGM/Admin.	5	YSC060E4ELA00000000000000	103310682L	(2)20X30X2 / BELT:AX-26
AC 21	Lunch Room	6.25	YCH06064LOAA (NOT LEGIBLE)	NOT LEGIBLE	(3)16X25X1 / BELT:A-46
AC 22	Billing	6	YSC072F4RLA080000000000000000C(0X10)	150110139L	(4)16X25X2 / BELT AX-32
AC23	Customer Service	7.5	YSC090F4ELA00000000000000	122212444L	(4)16X25X2 / BELT AX-32
AC 24	Front Lobby	7.5	YSC090E4ELA03000000000000	101510500L	(4)16X25X2 / BELT AX-32
AC 25	Accounting	7.5	YCH090C4LOAA	NOT LEGIBLE	(3)16X25X1 / BELT A-46
AC 26	Library/Records	12.5	YSD150F4RLA0000000000	145210494D	(2)20X25X2 -(2)20X20X2 /BX-62
AC 27	Board Room	15	YCH180B4LO8A	H09436240	20X25X1-18X20X1(CK)/ BX-67
AC 29-A			FB4ANF036	0697A15131	
AC 29-B	Computer		A36-06	9906509614	16X25X1
AC 30	IT/GIS	2	FEM4X1800BL	A170673149	14X20
AC 31	Computer Room	5	FB4BNF036	1703A62387	17X22X1
	AV room/Board room	1	ASU12RL2	EYA 039142	WASHABLE
8 Ventilators on roof					

**42135 Winchester Road, Temecula (continued)**

**Building B**

AC 28	Warehouse	2.5	4YCC4030A1070M	154711349L	18X20X1 / BELT: 3L-210
2 Ventilators on roof & 5 gas fired suspended heaters					
<b>Building C</b>					
AC 3	Mechanics/P&W	2	4YCC4024A1060AA	16483PJP9H	
AC 10	Const. Manager	3.5	YCC042F3MOBA	H09163966	20X25X1
AC 11	Ops. Manager	3.5	YCH048C4L0AA	H081435410	(2)20X25X1
AC 12	Water Q./Meter	3.5	4YCC4042A1090AA	1621143076	
AC 15	Ops./Construction	4	YCC042F3MOBA	H09163963	20X25X1
AC 31	SCADA	2	561AP042-A	1394E19123	
AC 32	Restrooms	3	D3NZ036N05606NXB	W1D2685604	18X20X1
8 Ventilators on roof & 8 gas fired suspended heaters					

**26266 Washington Avenue, Murrieta**

Unit #	Tonnage	Model #	Serial #	Filter Size
<b>Building B</b>				
HP 1	7.5	50HJQ008-621	1206G11678	(4)16X20X2 / A-51
<b>Office Building</b>				
AC 1		NOT LEGIBLE		12X20X1 (2)
AC 2	2.5	48SDN030040301	4506G31182	12X20X1 (2)
AC 3	3	4SGSN036060611	1806G31319	12X24X1(3)
AC4		NOT LEGIBLE		12X20X1 (2)
AC 5 (A &B)	3	4500E08328	NOT LEGIBLE	12X20X1(1)
<b>Building D</b>				
HTR 1-12		(12)REZINORE UNITS	NO MODEL #S	
<b>Building E</b>				
Portable 1	1	LP1417SHR	612CRBD025B1	N/A
Mini 1	0.75	OD: AOU9RQ	BNN000480	WASHABLE
Mini 2	0.75	OD: AOU9RL2	EXN006717	WASHABLE

19570 Tenaja Road, Murrieta				
Unit #	Tonnage	Model #	Serial #	Filter Size
<b>Building A</b>				
1 (A&B)	1.5	38HDF018300	0513X90739	WASHABLE FILTER
2	2.5	TZAA-330-2A757	8343W361213909	NO FILTER

37205 De Portola Road, Temecula				
Unit #	Tonnage	Model #	Serial #	Filter Size
<b>Building A (Los Caballos Pump Station)</b>				
1	4	50HJQ005---631--	4905G30500	(2)16X25X2 / A-36
2 (A&B)	1.5	113ANA018000BDAA	3508E08784	14X20X1
<b>Building B (Vail Ranch Pump Station)</b>				
1	10	TSC120E4R06008P	102811287-NOT LEGIBLE	(4)20X25X2

28061 Diaz Road, Temecula				
Unit #	Tonnage	Model #	Serial #	Filter Size
<b>Building A</b>				
3	4	48TJD005---501GA	2098G20944	(2) 16X25X2
4	3.5	582AEW042060NAAG	1703G20766	(2) 10X24X1
5	5	48GSN06009030	2704G41184	(3) 12X24X1
3 MUSHROOM EXHAUST FANS				

**EXHIBIT "C"**

**BUSINESS STATEMENT AND REFERENCES**

***This form must be completed and signed by the Contractor proposed to participate in this award. Attach additional copies of this form as required.***

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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Contact Person's Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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Business License No.: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal ID No. or Social Security No.: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

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Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Type of Organization:** (Check all that apply)

- Corporation, under the laws of the State of \_\_\_\_\_
- Individual
- Joint Venture
- Municipal, State, or Federal
- S Corporation
- General Partnership
- Limited Partnership
- Non-Profit Corporation
- Small Business Enterprise: A business enterprise that is independently owned and operated; organized for profit; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

**Company representative authorized to sign contracts.**

<u>Name</u>	<u>Official Capacity</u>	<u>Telephone</u>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## REFERENCES

*A minimum of five (6) references with two (2) or more years of experience with the Contractor. Local and similar size contract references are preferred.*

	REFERENCE NO. 1
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 2
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 3
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 4
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**REFERENCES continued**

<b>REFERENCES continued</b>	
	<b>REFERENCE NO. 5</b>
<b>NAME OF FIRM</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	
<b>CONTACT</b>	
<b>PROJECT NAME</b>	
<b>COMPLETION DATE</b>	
<b>APPROX. COST</b>	
	<b>REFERENCE NO. 6</b>
<b>NAME OF FIRM</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE NO.</b>	
<b>CONTACT</b>	
<b>PROJECT NAME</b>	
<b>COMPLETION DATE</b>	
<b>APPROX. COST</b>	

**EXHIBIT "D"**

**POTENTIAL CONFLICTS OF INTEREST SUMMARY FORM**

All respondents and proposed sub consultants must respond to each of the following questions to determine if any actual or perceived conflicts of interest may exist. If any response has a "yes" answer, the supporting questions must also be answered completely and accurately in full detail to identify any potential or actual conflicts of interests, including organizational conflicts, bias, and unfair competitive advantages. RCWD reserves the right to review and make a final determination regarding whether any actual or potential conflicts of interests would violate RCWD's procurement and ethics policies, and thus preclude a respondent's participation in this award.

1. To the best of your knowledge, have you or any of your team member(s) ever been employed or retained by RCWD?  Yes or  No If your answer is "Yes," please provide the following additional information (attach additional sheets as needed):
  - a. Name of individual: \_\_\_\_\_
  - b. Title/position within your company: \_\_\_\_\_
  - c. Was the individual an RCWD full-time employee?  Yes  No
  - d. Was the individual an RCWD part-time employee?  Yes  No
  - e. Was the individual an RCWD as-needed employee?  Yes  No
  - f. Was the individual an RCWD retained consultant?  Yes  No
  - g. Or, other? Please explain: \_\_\_\_\_
  - h. Dates of employment/engagement with RCWD: \_\_\_\_\_
  - i. RCWD department(s)/area(s) worked: \_\_\_\_\_
  - j. Name of RCWD supervisor: \_\_\_\_\_
  - k. Description of job duties and responsibilities for each RCWD position held:  
\_\_\_\_\_
  
2. To the best of your knowledge, are any present or former RCWD employees or Board members, or immediate relatives of any present or former RCWD employees or Board members, currently serving as officers, partners, or shareholders in your company?  Yes  No. If the answer is "Yes," please provide the following additional information as (attach additional sheets as needed):
  - a. Name of individual: \_\_\_\_\_
  - b. Title/position within your company: \_\_\_\_\_
  - c. Percentage of ownership of company shares: \_\_\_\_\_
  
3. To the best of your knowledge, are any of your former employees or officers currently employed or retained by RCWD?  Yes  No If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):

Name of individual: \_\_\_\_\_  
Title/position within your company: \_\_\_\_\_  
Description of job duties within your company: \_\_\_\_\_  
Dates of employment/service within your company: \_\_\_\_\_

4. In the preceding twelve (12) months, have you, your company, or any employee or officer made, arranged, or delivered any gifts (including entertainment) to any RCWD Board member or employee?  Yes  No. If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):  
Name of RCWD Board member/employee receiving gift: \_\_\_\_\_  
Value of the gift: \_\_\_\_\_  
Description of the gift: \_\_\_\_\_  
Date that gift was delivered: \_\_\_\_\_

5. In the preceding twelve (12) months, have you, your company, or any employee or officer made, arranged, or delivered any campaign contributions to any RCWD Board member?  Yes  No. If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):  
Name of RCWD Board member receiving contribution: \_\_\_\_\_  
Amount of contribution: \_\_\_\_\_  
Form of contribution (i.e., cash, check, etc.): \_\_\_\_\_  
Date that contribution was delivered: \_\_\_\_\_

6. To whom was the contribution delivered: \_\_\_\_\_

***I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.***

\_\_\_\_\_  
Name (Type or print) \_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title \_\_\_\_\_  
Date

**EXHIBIT “E”**

**TERMS AND CONDITIONS**

**CONTRACT FOR HEATING VENTILATION AND AIR**

**CONDITIONING (HVAC) PREVENTATIVE**

**MAINTENANCE AND REPAIR SERVICES BETWEEN**

**RANCHO CALIFORNIA WATER DISTRICT AND**

**[CONTRACTOR]**

**THIS CONTRACT FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES** (this “Contract”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between Rancho California Water District, an independent special district of the State of California hereinafter called “District,” and

\_\_\_\_\_, and \_\_\_\_\_, a  
\_\_\_\_\_ [insert State of formation] \_\_\_\_\_ [insert type of entity]

hereinafter referred to as “Contractor”. District and Contractor are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

**A.** District is a public agency of the State of California with the power to contract for services necessary to achieve its purpose. District owns certain property (“Property”) described as \_\_\_\_\_.

**B.** Contractor desires to perform and assume responsibility for the provision of certain routine and on-call HVAC preventative maintenance and repairs services for the Property on the terms and conditions set forth in this Contract and, for the on-call portions of the services, in the task order(s) to be issued pursuant to this Contract and executed by the District and Contractor (“Task Order”).

**C.** The work generally includes the complete HVAC preventative maintenance and repairs of the District’s HVAC systems including activities include; filtration, electrical components, gas-fired and furnace inspections, condenser drain systems, air cooled condensers, exhaust fans. Contractor represents that it is a professional Contractor, experienced in providing routine and on-call HVAC preventative maintenance and repairs services to public clients, and is familiar with the plans of the District.

- D. The District desires to engage Contractor to render routine and on-call HVAC preventative maintenance and repairs services for the Property. Routine HVAC preventative maintenance and repairs services shall be as set forth in Exhibit "A", attached hereto and incorporated herein by reference. On-call maintenance and repairs services shall be ordered by Task Order(s) to be issued pursuant to this Contract for future projects as set forth herein. The routine services set forth in Exhibit "A" and each individual project ordered under a Task Order shall be referred to, herein, collectively, as the "Project."

NOW, THEREFORE, the Parties agree as follows:

## TERMS

1. **GENERAL SCOPE OF SERVICES.** Contractor promises and agrees to furnish to District all labor materials, tools, equipment, services, and incidental and customary work, as necessary, to fully and adequately provide the routine HVAC preventative maintenance and repairs services for the Property as set forth in Exhibit "A" and any on-call HVAC preventative maintenance and repairs services for the Property required by District, as shall be set forth in a Task Order, collectively referred to herein as the "Services." On-call Services shall be more particularly described in the individual Task Orders issued by the District's Representative (as defined herein) or his or her designee. No on-call Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "D." All Services shall be subject to, and performed in accordance with this Contract, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. **TERM.** The term of this Contract shall be [REDACTED] year(s) **\*\*\*INSERT INITIAL TERM\*\*\***, commencing on the date first set forth above, unless earlier terminated as provided herein. The District shall have the right, in its sole discretion, to extend the term for [REDACTED] additional one (1) year periods. Contractor shall complete the Services within the term of this Contract and shall meet any other established schedules and deadlines set forth in any Task Order. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.

3. **SCHEDULE OF SERVICES.** Contractor shall perform the routine HVAC preventative maintenance and repairs services expeditiously, within the term of this Contract, and in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor shall perform any on-call Services in accordance with the schedule that shall be set forth in the Task Order (collectively, "Schedule of Services"). **Contractor shall be required to commence work on a Task Order within five (5) days of receiving a fully executed Task Order.** Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with each Schedule, the District shall respond to Contractor's submittals in a timely manner. Upon the District's request, Contractor shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services. All work shall be subject to the approval of District.

**4 INDEPENDENT CONTRACTOR; CONTROL AND PAYMENT OF SUBORDINATES.** The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Contract. District retains Contractor on an independent contractor basis and Contractor is not an employee, agent or representative of District. Contractor retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of Contractor shall not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

**5 DISTRICT'S REPRESENTATIVE.** District hereby designates \_\_\_\_\_, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Contract. District's Representative shall also review and give approval, as needed, to the details of Contractor's work as it progresses. Contractor shall not accept direction from any person other than District's Representative or his or her designee.

**6 CONTRACTOR'S REPRESENTATIVE.** Contractor hereby designates \_\_\_\_\_, or his or her designee, to act as its representative for the performance of this Contract ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract and as described in the relevant Task Order.

**7 COORDINATION OF SERVICES.** Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

**8 STANDARD OF CARE; LICENSES.** Contractor shall perform the Services under this Contract in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement

from District, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the District for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

**9. LAWS AND REGULATIONS.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

## **10. INSURANCE.**

**10.1 Time for Compliance.** Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section, except as otherwise agreed by District in writing. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

**10.2 Minimum Requirements.** Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

**1021 Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *If Contractor has any employees, Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability

## Insurance.

**10.2.2 Minimum Limits of Insurance.** Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *If Contractor has any employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

**103 Insurance Endorsements.** The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

1031 General Liability. The general liability policy shall be endorsed to state that: (1) the District, its governing board, directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its governing board, directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its governing board, directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. If the Services include application of pesticides, the general liability policy is to contain, or shall be endorsed to contain the following provision: Pesticide or Herbicide Applicator Coverage, ISO Form CG 2264, or insurer's equivalent. In the event that the automobile liability policy contains an exclusion for Wrong Delivery of Liquid Products, ISO Form CA 2305, or insurer's equivalent, the general liability policy shall be endorsed to require this coverage.

1032 Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its governing board, directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its governing board, directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its governing board, directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. If the Services include application of pesticides, the automobile liability policy is to

contain, or shall be endorsed to contain, the following provisions: Pollution Liability – Broadened Coverage for Covered Autos, ISO Form CA 9948, or insurer’s equivalent.

1033 Workers’ Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its governing board, directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

1034 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its governing board, directors, officials, officers, employees and agents.

1035 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its governing board, directors, officials, officers, employees, agents and volunteers.

**104 Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. If the District does not approve the deductibles or self-insured retentions as presented, Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its governing board, directors, officials, officers, employees and agents; or, (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**105 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A-:VIII, licensed to do business in California, and satisfactory to the District.

**106 Verification of Coverage.** Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

**107 Subcontractors.** All subcontractors shall meet the requirements of this Section before commencing Work, except as otherwise approved by the District in writing. In addition, Contractor shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, except as otherwise approved by the District in writing.

**108 Reporting of Claims.** Contractor shall report to the District, in addition to

Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

**11. SAFETY.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, including State of California, Department of Industrial Relations (Cal/ OSHA) regulations, Cal/EPA and U.S./EPA, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

**12. FEES AND PAYMENT.**

**121 Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Contract at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation to be provided under this Contract, including all Task Orders issued pursuant to this Contract shall not exceed **\*\*\*INSERT DOLLAR AMOUNT\*\*\***. The total compensation per Task Order shall be set forth in the relevant Task Order, and shall not exceed said amount without the written approval of the District's Representative.

**122 Payment of Compensation.** Contractor shall submit to District a monthly statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

**123 Reimbursement for Expenses.** Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

**13. ACCOUNTING RECORDS.** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Contract. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of four (4) years from the date of final payment under this Contract.

## **14. TERMINATION OF AGREEMENT.**

**141 Grounds for Termination.** District may, by written notice to Contractor, terminate the whole or any part of this Contract at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Contractor may not terminate this Contract except for cause.

**142 Effect of Termination.** Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Contractor shall be entitled to no further compensation.

**143 Additional Services.** In the event this Contract is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## **15. INDEMNIFICATION.**

**151** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. If this Contract is subject to Civil Code section 2782, the only limit to Contractor's indemnification obligation shall be that required by Civil Code section 2782 exempting Contractor from indemnifying District against District's sole or active negligence or willful misconduct.

**152** In addition, Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this Section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its

Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers.

**16. PREVAILING WAGES.** Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

**17. PAYROLL RECORDS.** In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than one hundred dollars (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

**18. EMPLOYMENT OF APPRENTICES.** This Contract shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on

the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

**181** If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any subcontractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any subcontractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

**182** The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.

**19. HOURS OF WORK.** Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

**20. GENERAL.**

**201 Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either Party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Contract of any applicable law or ordinance.

**202 Integration and Counterparts.**

**2021** This document represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

2022 This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

2023 This document may be amended only by written instrument signed by both District and Contractor.

2024 Contractor understands that this is not an exclusive Contract and that District shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the District desires.

**203 Laws, Venue, and Attorneys' Fees.** This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

**204 Binding On Successors.** All representations, covenants and warranties set forth in this Contract, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**205 Delivery of Notices.** All notices required hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof as follows:

District:	Contractor:
Rancho California Water District	[NAME]
[ADDRESS]	[ADDRESS]
[ADDRESS]	[ADDRESS]
Attn:	Attn:

Any notice so given shall be considered served on the other Party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

**206 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Contract.

**207 Time of Essence.** Time is of the essence for each and every provision of this Contract.

**208 Construction; References; Captions.** Since the Parties or their agents have

participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Contract. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Contract. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Contract.

**209 Prohibited Interests.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

**2010 Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**2011 Labor Certification.** By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**[Add the following paragraphs if the Contractor has no employees. Otherwise delete.]**

Contractor further certifies and acknowledges that he/she has no employees and that he/she will not employ any person(s) in the work to be performed for the District under this Contract. With no employees, Contractor further acknowledges that he/she is not subject to the Workers' Compensation Act of the State of California.

By execution of this Contract, Contractor hereby agrees to notify the District in writing, prior to hiring any person(s), full time or part time, to assist in this Contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this Contract.

**2012 Authority to Enter Agreement.** Contractor has all requisite power and

authority to conduct its business and to execute, deliver, and perform the Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and bind each respective Party.

**20.13 Subcontracting.** Contractor shall not subcontract any portion of the work required by this Contract, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

**20.14 Third Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the District and the Contractor.

**20.15 Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the provisions unenforceable, invalid or illegal.

**20.16 Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Contract, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**SIGNATURE PAGE**  
**TO**  
**CONTRACT FOR HVAC PREVENTATIVE MAINTENANCE**  
**AND REPAIR SERVICES BETWEEN RANCHO**  
**CALIFORNIA WATER DISTRICT AND**  
**[CONTRACTOR]**

IN WITNESS WHEREOF, District and Contractor have executed this Contract the day and year first above written.

<b>RANCHO CALIFORNIA WATER DISTRICT</b>		<b>[CONTRACTOR]:</b>	
By:		By:	
Its:		Its:	

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
Legal Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**[to be inserted]**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**[to be inserted]**

## EXHIBIT "C" COMPENSATION

Unit #	Servicing Area	JobNo#	Model #	Semi-Annual (2 x Per Year) Preventative Maintenance	Quarterly Filter Change	
<b>LOCATION #1</b>	<b>42135 Winchester Road, Temecula</b>					
<b>Building A</b>						
AC 1	Kitchen	FMO	4YCC4024A1060AA	\$ _____	\$ _____	
AC 2	Accounting	FMO	4YCC4024A1060AA	\$ _____	\$ _____	
AC 4	Board Conf. Room	FMO	4YCC3036A1075BB	\$ _____	\$ _____	
AC 5	Contracts Manager	FMO	YCC030F1MOBA	\$ _____	\$ _____	
AC 6	1st. Floor Lounge	FMO	YCCC036F4HOBA	\$ _____	\$ _____	
AC 7	Inspections	FMO	4YCC3048A4096AA	\$ _____	\$ _____	
AC 8	Engineering/Admin.	FMO	4YCC3048A4096AA	\$ _____	\$ _____	
AC 9	2nd. Floor Walkway	FMO	YCC0242F3MOBA	\$ _____	\$ _____	
AC 13	HR	FMO	YSC048E4RLA1R00000000 00000000B00000000000	\$ _____	\$ _____	
AC 14	Admin. Support/MCR	FMO	YSC048E4RLA1F00000000 00000	\$ _____	\$ _____	
AC 16	Weight Room	FMO	YSC060E4ELA1F00000000 00000	\$ _____	\$ _____	
AC 17	Archives/Ali Jacobs	FMO	YCO060C4LOAA	\$ _____	\$ _____	
AC 18	Engineering	FMO	YCH060C4LOAA	\$ _____	\$ _____	
AC 19	GM/Exec. Conf. Rm.	FMO	YSC060E4ELA1F00000000 00000	\$ _____	\$ _____	
AC 20	AGM/Admin.	FMO	YSC060E4ELA0000000000 0000	\$ _____	\$ _____	
AC 21	Lunch Room	FMO	YCH06064LOAA (NOT LEGIBLE)	\$ _____	\$ _____	
AC 22	Billing	FMO	YSC072F4RLA0800000000 000000000C(0X10)	\$ _____	\$ _____	
AC23	Customer Service	FMO	YSC090F4ELA0000000000 00000	\$ _____	\$ _____	
AC 24	Front Lobby	FMO	YSC090E4ELA0300000000 000000	\$ _____	\$ _____	
AC 25	Accounting	FMO	YCH090C4LOAA	\$ _____	\$ _____	
AC 26	Library/Records	FMO	YSD150F4RLA0000000000	\$ _____	\$ _____	
AC 27	Board Room	FMO	YCH180B4LO8A	\$ _____	\$ _____	
AC 29-A		FMO	FB4ANF036	\$ _____	\$ _____	
AC 29-B	Computer	FMO	A36-06	\$ _____	\$ _____	
AC 30	IT/GIS	FMO	FEM4X1800BL	\$ _____	\$ _____	
AC 31	Computer Room	FMO	FB4BNF036	\$ _____	\$ _____	
	AV room/Board room	FMO	ASU12RL2	\$ _____	\$ _____	
	8 Ventilators on roof	FMO			\$ _____	

**EXHIBIT "C" COMPENSATION (continued)**

Unit #	Servicing Area	JobNo#		Semi-Annual (2 x Per Year) Preventative Maintenance	Quarterly Filter Change	
<b>Building B</b>						
AC 28	Warehouse	FMO	4YCC4030A1070M	\$ _____	\$ _____	
	2 Ventilators on roof & 5 gas fired suspended heaters	FMO		\$ _____	\$ _____	
<b>Building C</b>						
AC 3	Mechanics/P&W	FMO	4YCC4024A1060AA	\$ _____	\$ _____	
AC 10	Const. Manager	FMO	YCC042F3MOBA	\$ _____	\$ _____	
AC 11	Ops. Manager	FMO	YCH048C4LOAA	\$ _____	\$ _____	
AC 12	Water Q./Meter	FMO	4YCC4042A1090AA	\$ _____	\$ _____	
AC 15	Ops./Construction	FMO	YCC042F3M0BA	\$ _____	\$ _____	
AC 31	SCADA	FMO	561AP042-A	\$ _____	\$ _____	
AC 32	Restrooms	FMO	D3NZ036N05606NXB	\$ _____	\$ _____	
				\$ _____	\$ _____	
<b>LOCATION #2</b>	<b>26266 Washington Avenue, Murrieta</b>			\$ _____	\$ _____	
<b>BUILDING B</b>						
HP 1		PMA	50HJQ008-621	\$ _____	\$ _____	
				\$ _____	\$ _____	
<b>OFFICE BUILDING</b>						
AC1		PMA	NOT LEGIBLE	\$ _____	\$ _____	
AC 2		PMA	48SDN030040301	\$ _____	\$ _____	
AC 3		PMA	4SGSN036060611	\$ _____	\$ _____	
AC 4		PMA	NOT LEGIBLE	\$ _____	\$ _____	
AC 5 (A &B)		PMA	4500E08328	\$ _____	\$ _____	
<b>BUILDING D</b>						
HTR 1-12		PMA	(12)REZINORE UNITS	\$ _____	\$ _____	
<b>BUILDING E</b>						
Portable Mini		PMA	LP1417SHR	\$ _____	\$ _____	
Mini 1		PMA	OD: AOU9RQ	\$ _____	\$ _____	
Mini 2		PMA	OD: AOU9RL2	\$ _____	\$ _____	
<b>LOCATION #3</b>						
1 (A &B)		SMS	38HDF018300	\$ _____	\$ _____	
2		SMS	TZAA-330-2A757	\$ _____	\$ _____	
				\$ _____	\$ _____	
<b>LOCATION #4</b>						
<b>37205 De Portola Road, Temecula</b> (Los Caballos Pump Station)						
<b>BUILDING A</b>						
1 (A &B)		RMS	38HDF018300	\$ _____	\$ _____	
2		RMS	TZAA-330-2A757	\$ _____	\$ _____	

**EXHIBIT "C" COMPENSATION (continued)**

Unit #	Servicing Area	JobNo#	Model #	Semi-Annual (2 x Per Year) Preventative Maintenance	Quarterly Filter Change
Location #4 (cont.)	37205 De Portola Road, Temecula (cont.)				
BUILDING B	(Vail Ranch Pump Station)				
1		RMS	TSC120E4R06008P		
LOCATION #5	28061 Diaz Road, Temecula				
3		FWH	48TJD005---501GA		\$ _____
4		FWH	582AEW042060NAAG		\$ _____
5		FWH	48GSN06009030		\$ _____
			3 MUSHROOM EXHAUST FANS		\$ _____
		Hourly Rate			
	Truck Fee				\$ _____
	Journeyman Tech				\$ _____
	Apprentice Tech				\$ _____
	Miscellaneous Fee				\$ _____

**Preventive Maintenance Yearly Total \$ \_\_\_\_\_**  
**Quarterly Filter Change Total per Quarter \$ \_\_\_\_\_**  
**Quarterly Filter Change Total per Year \$ \_\_\_\_\_**

The District encourages a discount for early payment and will include such offers in the evaluation criteria. If a discount is offered, terms are: \_\_\_\_\_%/ \_\_\_ Net discount if paid in full within \_\_\_\_\_ days

**PROPOSERS:** Please show **RFP number, date, and time** on RFP opening on the envelope containing your proposal.

The undersigned as Proposer, declares that the only persons or parties interested in this proposal is made without collusion with any person, firm or corporation. Your signature on this document, should you be awarded the contract as defined in this RFP, signifies that you have fully read and understood this proposal and will comply with all specifications, conditions, unit prices, terms, and delivery of the proposal unless otherwise noted in the "exceptions" portion of the proposal.

**EXHIBIT "C" COMPENSATION (continued)**  
**RFP 107-2017**

Name of Offeror (Firm):	_____	Title:	_____
Authorized Signature:	_____	Date:	_____
Printed/Typed Name:	_____	Mailing Address:	_____
Phone: (    )	_____	City, State, Zip:	_____
Fax: (    )	_____	E-Mail Address:	_____

EXHIBIT "D"

**SAMPLE TASK ORDER FORM  
RANCHO CALIFORNIA WATER DISTRICT  
TASK ORDER**

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Task Order No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Contractor: \_\_\_\_\_

**The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

**Completion Date:** \_\_\_\_\_, 201\_\_

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

**Rancho California Water District**

**Contractor**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_