

SERVICES AGREEMENT
FOR
SERVICES FOR BOOSTER STATION PUMP AND MOTOR REPAIRS
[RFP NO. 1720]

LEGEND PUMP & WELL SERVICE, INC.

On this _____ day of _____, 2018, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), LEGEND PUMP & WELL SERVICE, INC., a California corporation, 1324 W. Rialto Avenue, San Bernardino, CA 92410, State Contractor's License No. 964537 ("Contractor"), mutually agree as follows:

1. Scope of Work. Contractor shall furnish all labor for and perform the work for Services for Booster Station Pump and Motor Repairs ("the Services"). Contractor shall perform the Services in accordance with this Agreement; the Contractor's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference; the City's Request for Proposal for Services, entitled "Services for Booster Station Pump and Motor Repairs", RFP 1720, attached hereto as Exhibit "A"; this Agreement and all other documents, maps, texts and items referred to in the foregoing documents, collectively the "Contract Documents." These Contract Documents are incorporated herein by this reference and are intended to be correlative and constitute Contractor's performance obligations. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. Term. The term of the Agreement shall begin on the date first written above and terminate three (3) years thereafter.

3. Compensation. Contractor shall perform the Services under this Agreement for the total sum not to exceed Five Hundred Thousand Dollars (\$500,000). Payments shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 13 hereof.

4. Extra Materials. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services and materials actually rendered.

5. Business Tax Certificate. Contractor understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Contractor agrees that Contractor will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

- a. Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:
- b. Contractor fails to promptly begin performance of the Services; or
- c. Contractor fails to perform the Services in accordance with the Contract Documents, including conforming to applicable standards set forth therein, or refuses to remove and replace rejected materials or unacceptable work; or
- d. Contractor discontinues performance of the Services; or
- e. Contractor fails to make payment to subcontractors for materials or labor in accordance with applicable law; or
- f. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- g. Contractor otherwise is guilty of breach of a provision of this Agreement; or
- h. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- i. A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

7. Workers' Compensation Insurance Certificate. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto and incorporated herein by reference.

- a. Evidence of Coverage. Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days' prior written notice before modification or cancellation thereof.
- b. Carrier Rating. Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

- c. Subcontractor Worker's Compensation Insurance. Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverages and amounts that California law requires.

8. Contractor's Liability Insurance

- a. Minimum Scope. Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Contract, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
- b. Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.
- c. Minimum Limits. Contractor shall maintain minimum limits of insurance as follows:
 - (1) Commercial General Liability: Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.
 - (2) Automobile Liability Insurance: Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.
- d. Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance

broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

- e. All Coverages. The insurance policy or policies shall also comply with the following provisions:
- (1) Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
 - (2) The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.
 - (3) If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for five (5) years after completion of the Project. The retroactive date of the coverage must also be listed.
 - (4) The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.
 - (5) All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Riverside, it is agreed that the City of Riverside, and its officers and employees are added as additional insureds under this policy."
- f. Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City's request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Riverside, its City Council and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents and council members shall be named as additional insured's under each policy.
- g. Contractor's Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this

Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor's performance of the Contract; (c) pay Contractor's premiums for renewal of Contractor's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

- h. Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractors' and Subcontractors' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).
- i. Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City's assessment of any one or more of the following factors: (1) the City's risk of liability or exposure arising out of, or in any way connected with, Contractor's services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.
- j. Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.
- k. No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- l. Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by paragraphs 8 and 9 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work,

maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

9. Indemnification. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the performance of Work, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

10. Duty to Defend. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: 1) the Work, activities, operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or 2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

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

12. Prevailing Wage. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor

Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

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

City

City of Riverside
Public Utilities Department
Attn: Leonardo Ferrando
3750 University Avenue, 3rd Floor
Riverside, CA 92501

Contractor

Legend Pump & Well Service, Inc.
Attn: Keith Collier
1324 W. Rialto Avenue
San Bernardino, CA 92410

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

15. General Compliance with Laws. The Contractor warrants that in the performance of this Agreement, it shall comply with all Federal, State and local laws and ordinances and all lawful orders, rules and regulations.

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

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

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

19. Government Code Claims Procedures. Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract shall constitute a waiver of Contractor's right to additional compensation and/or extension of time. Contractor further acknowledges that it must comply with the claims procedures set forth in Government Code sections 900 set seq. prior to filing a lawsuit against the

City for any such claim. Failure to submit a Government Code claim shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

20. No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City, which may become due hereunder, shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

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

CITY OF RIVERSIDE, a California charter
City and municipal corporation

LEGEND PUMP & WELL SERVICE, INC.,
a California corporation

By: _____
City Manager

By: _____

Printed Name: Keith Collier

Attest:

Title: President

By: _____
City Clerk

By: _____

Printed Name: _____

Certified as to Availability of Funds:

Title: _____

By: _____
Finance Director / CFC

Approved as to form:

By: Susan Wilson
Assistant City Attorney

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

LEGEND PUMP & WELL SERVICE, INC.

By: _____

Date: _____


3-15-2018

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF LEGEND PUMP & WELL SERVICE, INC.
A CALIFORNIA CORPORATION

Keith T. Collier is the sole director of Legend Pump & Well Service, Inc., a California Corporation "The Corporation". Therefore, the undersigned, constitutes all of the directors of the Corporation, and acting by unanimous written consent without a meeting, in accordance with California Corporations Code Section 307(b), consents to the election of Keith T. Collier as the President and Secretary.

RESOLVED, that Keith T. Collier, Larry Gomez and Chad Russ are each authorized without the signature of the other, to execute bid documents, contracts, bonds and such other documents on behalf of the Corporation.

FURTHER RESOLVED, that the officers of the Corporation be, and each individually is hereby authorized to do and perform and all such acts, including execution of any and all documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

FURTHER RESOLVED, that any actions taken by the officers prior o the date of the foregoing resolutions adopted thereby that are within the authority conferred thereby and hereby ratified, confirmed and approved the acts and deeds of this Corporation.

Date Effective March 21, 2018

Legend Pump & Well Service, Inc.

By: _____

Keith Collier, President

Unanimous Consent of the Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Atchley & Assoc. Insurance Services 7891 Mission Grove Pkwy Suite G Riverside, CA 92508 License #: 0156062	CONTACT NAME: Brandon Selden PHONE (A/C, No, Ext): (951)275-0340 E-MAIL ADDRESS: service@atchleyins.com FAX (A/C, No): (951)275-0254
INSURED	Legend Pump & Well Service Inc. 1324 W Rialto Ave San Bernardino, CA 92410-1611	INSURER(S) AFFORDING COVERAGE INSURER A: Atain Specialty Insurance Company 17159 INSURER B: Mercury Casualty Company 11908 INSURER C: Scottsdale Insurance Company 41297 INSURER D: Insurance Company of the West 20052 INSURER E: Ohio Security Insurance Company 24082 INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-2417809

REVISION NUMBER: 193

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CIP318785	09/20/2017	09/20/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		CCA0017954	09/20/2017	09/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XBS0084219	09/20/2017	09/20/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WVE503469301	09/24/2017	09/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented			CCA0017954	09/20/2017	09/20/2018	Hired Phys Damage 50,000
E	Contractor Equipment			BFS56510495	05/02/2017	05/02/2018	Rented/Leased Equip 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Riverside, and its officers, employees and agents are named as additional insured on general liability per attached CG 2033 & CG2037 and additional insured on auto. *10 day notice of cancellation for nonpayment.email: jcortez@riversideca.gov

CERTIFICATE HOLDER

CANCELLATION

City of Riverside
3900 Main Street
Riverside, CA 92522

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(BMS)

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EXHIBIT "A"
CONTRACTOR PROPOSAL
RFP 1720



Licensed Contractors
License No. 964537

Exhibit J

Approach and understanding of the requirements

I Keith Collier, President of Legend Pump & Well Service Inc. fully understand how important water is for a business and community. This is why Legend Pump has a guaranteed response time and in house repair facility to handle emergencies. We provide cell phone numbers and our office line is always answered. Whether it be emergency or 72 hour response we if told a date will make this happen. Legend Pump has the equipment, the personnel and can act quickly, efficiently and safely to help with keeping that demand available. Legend Pump is a 24/7 Company that has the expertise and qualifications to meet Indio Water Authority's demands. With our experience, equipment and reputation Legend Pump can do just that. Legend Pump has similar contracts and relationships with clients that expect that same ability to efficiently repair, respond and help in a timely and cost effectively manner. Legend Pump has already had the experience working with Indio Water Authority improving the production and efficiency on booster pumps and well pumps. Working with Indio Water Authority has been a pleasure and Legend Pump looks forward in building this relationship and providing excellent service. It is my personal Guarantee that Legend Pump will only provide the best workmanship and quality of services.

Keith Collier

President



Lic. # 964537

EXPERIENCE AND QUALIFICATIONS:

Legend Pump and Well Service Inc. is comprised of management and field experience of over 150 years of qualified employee's. We are constantly re-investing in ourselves in both equipment and personal upgrades. Our success in starting a company in 2010, came during a time of economic down term and a risky start-up business environment. Our commitment to customer satisfaction remains our company ethic that we will not compromise. It is our intent and goal to keep the water flowing 24 / 7.

Legend Pump and Well Service repairs and maintains all styles of booster pumps up to and including end suction, horizontal split case, and vertical turbine. In addition, we repair and maintain well pumps, complete well rehabilitations, well abandonments, efficiency improvements, and custom design build applications.

Our field service equipment consist of three pump rigs, two cranes, service trucks, flat beds, electrical service trucks and support vehicles. Legend Pump and Well Service has a 13,000 square foot machine shop to provide full in house repairs for repairs of obsolete parts and replacement materials. Machinery consist of newer lathes, mills and 100 ton press that allow us to maintain full unit responsibility for all repairs. Legend Pump and Well Service has certified welders to fabricate required modifications. Additionally, we can provide outside services for motor repairs and specialty coatings that may be required.

Legend Pump and Well Service has implemented injury, illness, safety prevention policies that have allowed us to remain 100% accident free since our inception. We are a fully bondable and will supply certification of insurance as required.



Lic. # 964537

LEGEND PUMP AND WELL SERVICE
CONTACT INFORMATION:

PROJECT MANAGERS:

LARRY GOMEZ

O-909-384-1000 / C-951-255-3131

E-MAIL: LGOMEZ.LEGENDPUMP@GMAIL.COM

CHAD RUSS

O- 909-384-1000 / C-626-806-5336

E-MAIL: CRUSS.LEGENDPUMP@GMAIL.COM

KEITH COLLIER

O-909-384-1000 / C-951-830-1355

E-MAIL: KCOLLIER.LEGENDPUMP@GMAIL.COM

OFFICE COORDINATOR:

ERIKA LOPEZ

O-909-384-1000 /FAX 909-3841001

E-MAIL: ELOPEZ.LEGENDPUMP@GMAIL.COM

SHOP COORDINATOR:

CHRIS FELDHUT

O-909-384-1000 /C-951-591-0222

ELECTRICAL COORINATOR:

JUSTIN CASHMER

O-909-384-1000 / C-951-438-3014

EMAIL-JCASHMER.LEGENDPUMP@GMAIL.COM

FIELD PERSONEL:

ERNIE MENDEVIL

C-951-223-5658

BRAD ROBINSON

C-951-951-809-7031

THOMAS CHAVARRIA

C-951-296-8613



Lic. # 964537

PARTIAL LIST OF MUNICIPAL CUSTOMERS

COACHELLA WATER DISTRICT

85-992 AVE 52, COACHELLA, Ca
Miguel Navarro 760-398-2651 Xt2590

EAST VALLEY WATER DISTRICT

3654 EAST HIGHLAND AVE, HIGHLAND
Allen Williams 909-888-8986

MUSCOY MUTUAL WATER COMPANY

2167 DARBY ST, SAN BERNARDINO
Rudy Garcia 909-887-2964

GOLEN STATE WATER AGENCY

2143 CONVENTION CENTER WAY, ONTARIO
Varies depending on area

INDIO WATER AUTHORITY

83101 Ave 45, Indio
Miguel Pena 760-625-1852

LAKE HEMET MUNICIPAL WATER DIST

26385 Fairview, Hemet
Will Carter 951-658-3241 Xt 260

FONTANA WATER DISTRICT

15966 Arrow Route, Fontana
Jim Wonser 909-822-2201

BANNING HEIGHTS MUTUAL WATER

7091 Bluff Street, Banning Ca
John Covington 951-755-5270

CITY OF LOMA LINDA

25541 Barton road, Loma Linda, Ca
Russ Handy 909-478-4260

JOSHUA BASIN WATER

61750 Chollita Rd Joshua Tree, Ca.
Randy Little 760-366-8438

SOUTH MESA WATER

391 W Ave L, Calimesa, Ca
Dave Armstrong 909-795-2401

CITY OF HEMET

3777 Industrial Ave, Hemet, Ca
Ron Proze 951-765-2348

CITY OF CHINO

5050 Schaffer Ave, Chino, Ca
Gil Aldaco 909-

TWENTY NINE PALMS WATER

Hatch road, Twenty Nine Palms Ca
Ray Kolisz 760-367-7546

BEAUMONT CHERRY VALLEY

560 Magnolia, Beaumont, Ca
Anthony Lara 951-845-9581

BELLFLOWER SOMMERSET

10016 Flower, Bellflower Ca
Roberto Olvera 562-866-9980



Lic. # 964537

RANCHO CAL WATER

42135 Winchester Road, Temecula, Ca
Noel Walsh 951-296-6900

LEE LAKE WATER

22646 Temescal Cyn Rd, Corona
Ken Caldwell 951-277-1414

City of Corona

755 Public Safety Way, Corona Ca
Zack Reid 909-736-2266

Knott's Berry Farm

8039 Beach Blvd.
Buena Park, Ca
Brian Eliason 714-220-5191

County of San Bernardino

Special Districts
12402 Industrial Blvd D-6
Victorville, Ca 92395
Chris Bishop

CITY OF RIVERSIDE, P&R

3900 Main, Riverside, Ca
Lee Withers 951-351-6084

DEVORE WATER CO.

18185 Kenwood, Devore, Ca.
Mark Slobom 909-887-3310

City of Downey

11111 Brookshire, Downey
Lou Vargas 562-299-6750

Big Horn Desert View Water

622 S. Jemez Trail
Yucca Valley, Ca
Marina West 760-364-2315

Monte Vista Water

10575 Central Ave
Montclair, Ca 91763
Hank Aceves 909-624-0035

Exhibit I

C-17 CONTRACTOR'S CAL/OSHA COMPLIANCE HISTORY AND SIC CODE

(This document is to be submitted with the proposal package at time of bid)

Bid Date:	<u>05-24-2017</u>	Contractor's Standard Industry Code:	<u>3561</u>
Specification No.	Project Name:		
Contractor name:	<u>LEGEND PUMP & WELL SERVICE, INC.</u>		
Contact Person:	<u>KEITH COLLIER</u>	Phone No:	<u>909 384 1000</u>
Please answer the following questions:			
1. Has the contractor been cited by Cal/OSHA or any regulatory agency for a violation related to safety or environmental issues within the past 7 years? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>			
If yes, please provide information specific to the violation and what actions have been taken to ensure that there is not a repeat violation (attach additional sheets if needed)			
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2. Within the past ten (10) years has the contractor had a fatality or serious incident on a job site? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>			
Contractor's Representative signature:		Date: <u>5-23-17</u>	
<hr/>			

Exhibit D

PROPOSER'S BUSINESS INFORMATION

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: 7 yrs.
2. Length of time at current location: 5 yrs.
3. List types and business license number(s): 964537
C-57 & D-21
4. California State Contractor's License number: 964537
5. Names and titles of all officers of the firm: KEITH COLLIER - PRESIDENT
6. Is your firm a sole proprietorship doing business under a different name?
YES ☐ or NO ☒
7. If yes, please indicate sole proprietorship name and the name you are doing business under:
8. Please indicate your Federal Tax Number: 90-0659851
9. Is your firm incorporated? YES ☒ or NO ☐
10. Name and remittance address that will appear on invoices: LEGEND PUMP & WELL SERVICE, INC.
1344 WEST RIALTO AVENUE
SAN BERNARDINO, CA 92410
11. Physical Address: 1344 WEST RIALTO AVENUE
SAN BERNARDINO, CA 92410

BUSINESS TAX CERTIFICATE

This certificate is issued for revenue purposes only and does not constitute a permit to operate a business. Renewal of this certificate is due no later than 60 days from the posted expiration date to avoid penalties. Failure to receive a renewal notice does not relieve the holder's responsibility to maintain a current certificate while conducting business in the City.

BUSINESS NAME: LEGEND PUMP & WELL SERVICE INC
BUSINESS LOCATION: 1324 W RIALTO AVE
SAN BERNARDINO, CA 92410-1605
BUSINESS OWNER: LEGEND PUMP & WELL SERVICE INC

LEGEND PUMP & WELL SERVICE INC
1324 W RIALTO AVE
SAN BERNARDINO, CA 92410-1605



City of Arts & Innovation

3900 Main Street
Riverside, CA 92522
(951) 826-5485
FAX (951) 826-2356

Account No.: 0144884
Expiration Date: June 30, 2018
Business Type: CONTRACTOR

NAICS: All Other Specialty Trade
Contractors

TO BE POSTED IN A CONSPICUOUS PLACE AT BUSINESS LOCATION

NOT TRANSFERABLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Atchley & Assoc. Insurance Services 7891 Mission Grove Pkwy Suite G Riverside, CA 92508 License #: 0156062	CONTACT NAME: Brandon Selden PHONE (A/C, No, Ext): (951)275-0340 FAX (A/C, No): (951)275-0254 E-MAIL: service@atchleyins.com ADDRESS: service@atchleyins.com
INSURED	Legend Pump & Well Service Inc. 1324 W Rialto Ave San Bernardino, CA 92410	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Atain Specialty Insurance Company 17159 INSURER B: Mercury Casualty Company 11908 INSURER C: Sottdale Insurance Company 41297 INSURER D: Insurance Company of the West 27847 INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER: 00000000-1674757		REVISION NUMBER: 149		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CIP263635	09/20/2016	09/20/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CCA0017954	09/20/2016	09/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XBS0066639	09/20/2016	09/20/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WVE0505469300	09/24/2016	09/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented		CCA0017954	09/20/2016	09/20/2017	Hired Phys Damage \$ 50,000

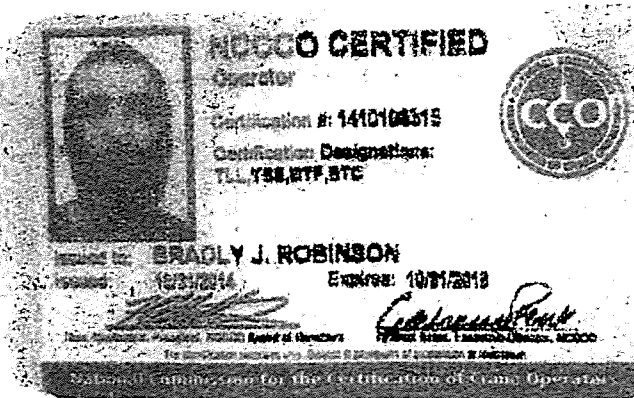
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured on the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
Indio Water Authority 83-101 Avenue 45 Indio, CA 92201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (BMS)

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LICENSED CRANE OPERATOR



LICENSED CRANE OPERATOR.



NCCCO CERTIFIED
Operator

Certification #: 1508127435

Certification Designations:
TL, TSS, STP, STC



Issued to: **THOMAS CHAVARRIA**

Issued: 02/31/2018

Expires: 02/31/2021

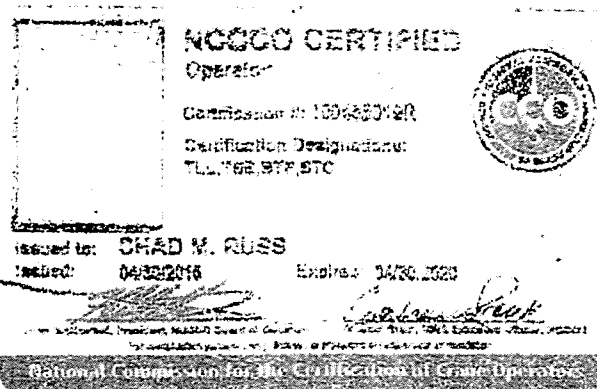
[Signature]
Thomas Chavarria, President, NCCCO Board of Directors

[Signature]
Thomas Chavarria, Chief Executive Officer, NCCCO

For questions, contact NCCCO at 800-451-7263 or visit us online at nccco.org

National Commission for the Certification of Crane Operators

LICENSED CRANE OPERATOR.





Lic. # 964537

CITY OF RIVERSIDE
3900 MAIN ST
RIVERSIDE CA
Gentlemen

In reference to the litigation history of Legend Pump and Well Service, Inc, over the past seven years of operation, we have had zero contracts / projects that gone to litigation.

Should you have any questions please feel free to contact our offices.

Sincerely Yours

Larry Gomez

Larry Gomez

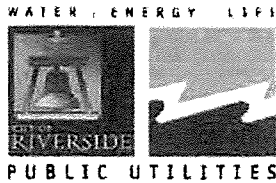


EXHIBIT C

RFP Price Form

SERVICES FOR BOOSTER STATION PUMP AND MOTOR REPAIRS - INVITATION TO BID RFP #1720

INVITATION TO BID

Item No.	Quantity	Unit	Description	Unit Price	Total
			The contractor is to provide to the City's Water Operations Division when requested pump and motor repair services in accordance with the attached Specification at the rate as specified herein.		
1	200	Hours	<u>RATE FOR SHOP LABOR</u> <u>Straight Time Hours</u> Straight time is defined as being between the hours of 7:00 AM. Through 4:00 PM. Monday through Friday.	85. ⁰⁰	17,000. ⁰⁰
2	100	hours	<u>Overtime Hours</u> Overtime is defined as being between the hours of 4:01 PM. Through 6:59 AM. Monday through Friday and any time Saturday, Sunday or during the holidays defined herein.	135. ⁰⁰	13,500. ⁰⁰
3	200	Hours	<u>LABOR RATE (FIELD)</u> <u>Straight Time Hours</u> Straight time is defined as being between the hours of 7:00 AM. Through 4:00 PM. Monday through Friday.	335. ⁰⁰	67,000. ⁰⁰
4	100	Hours	<u>Overtime Hours</u> Overtime is defined as being between the hours of 4:01 PM. Through 6:59 AM. Monday through Friday and any time Saturday, Sunday or during the holidays defined herein.	450. ⁰⁰	45,000. ⁰⁰
5	100	Hours	<u>INSPECTION RATE (SHOP)</u> The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair	75. ⁰⁰	7,500. ⁰⁰

INVITATION TO BID

Item No.	Quantity	Unit	Description	Unit Price	Total
6	1	Lump Sum	<u>MISCELLANEOUS PARTS, COMPONENTS, AND EQUIPMENT</u>	COST PLUS 25% + TAX & FREIGHT	
			<u>TOTAL OF ALL ITEMS BID</u>		
			<u>NOTE 1:</u> HOLIDAYS: The days listed below are considered the holidays: New year's Day Martin Luther King Jr's Birthday President's Day Memorial Day Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day, and Day after Thanksgiving Christmas Day <u>NOTE 2:</u> <u>Quantities:</u> The item quantities listed in these invitation to bid pricing sheets are for bid evaluation purposes only and should not be construed as representing actual quantities that may be ordered from a contract resulting from this solicitation.		
				Total Bid	

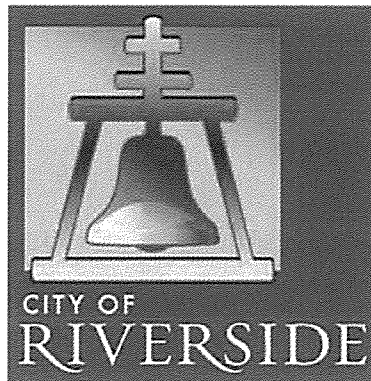
EXHIBIT “B”

CITY’S REQUEST FOR PROPOSAL OF SERVICES

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

SERVICES FOR BOOSTER STATION PUMP AND MOTOR REPAIRS

RFP No. 1720



City of Arts & Innovation

ISSUED BY

City of Riverside
Public Utilities Department; Water Operations Division
2911 Adams Avenue, 2nd Floor
Riverside, California 92504

PROPOSAL DUE

January 16, 2018

NON-MANDATORY PRE-PROPOSAL MEETING

December 28, 2017

Request for Proposals

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Exhibit A – Scope of Services

Exhibit B – Sample Professional Consultant Service Agreement

Exhibit C – RFP Price Form

1. Introduction/Purpose

The City of Riverside is seeking a qualified and experienced Contractor to provide services for Booster Station Pump and Motor Repairs. The City anticipates selecting one firm to perform the services.

Proposals are requested from Contractors that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

2. System Background

RPU provides potable water, non-potable water, and recycled water to the City of Riverside (City). It was established in 1895 (electricity) and 1913 (water). RPU currently serves water to a population of 300,000 people through about 65,000 service connections within an area of 75 square miles. Riverside Public Utilities is committed to providing the highest quality water at the lowest possible rates to benefit the community.

RPU's system can be divided into two hydraulically distinct systems. The first system contains the supply infrastructure to bring water to the City. The second system contains the distribution system to deliver water to customers. RPU is water independent from imported water. All its water comes from three water basins located within Riverside and San Bernardino counties. Water is pumped into one of three supply transmission mains and brought to Linden and Evans reservoirs. Linden and Evans reservoirs serve as the boundary between the supply and distribution systems. Distribution system conveys water to customers through a series of transmission and distribution mains. The distribution system contains 44 pressure zones, about 923 miles of pipelines, 40 booster stations, 16 reservoirs, and 38 pressure reducing stations. A summary of facility types and numbers is provided in the table below.

Table 1 Distribution System Summary	
Facility Type	Number
Pressure Zones	44
Pipelines (approximate miles)	923
Storage Reservoirs	Approx. 16 (total: 108 million gallons)
Booster Pump Stations	Approx. 144 Booster Pumps at about 40 sites
Pressure Regulating Stations	Approx. 38

3. Prerequisites

Proposals will only be considered from Contractors that meet the following prerequisites:

- The Contractor shall have a minimum of six years of continuous experience, within the past Six years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services (Exhibit "A"). The Contractor shall not have filed for bankruptcy under any business name over the past five (six) years. Qualifying experience shall be under current contractor's license and contractor name.

- Mail (or hand deliver) a **minimum of two (2)** hard copy proposals to:

David Dewey; Assistant Purchasing Manager
3900 Main Street, 6th Floor
Riverside, CA 92522

- All prospective Contractors are invited to attend the non-mandatory pre-proposal meeting on December 28, 2017 @ 1:30 PM at 2911 Adams St. Riverside, CA.
- The Contractor and/or its key personnel, shall hold the following license classifications in the State of California:
 - A – General Engineering Contractor License
 - C-61/D21 – Machinery and Pumps license

License status must be current and active.

4. Schedule of Events

The following is an approximate schedule of events for the execution of this RFP:

- | | |
|--|---|
| ▪ Non-Mandatory Pre-Proposal Meeting | December 28, 2017 @ 1:30 PM |
| ▪ Final Questions Due: | January 4, 2018 |
| ▪ Proposals Due: | January 16, 2018 |
| ▪ Interviews If Needed | TBD during the week of January 22, 2018 |
| ▪ Notification of Tentative Selection | TBD during the week of January 29, 2018 |
| ▪ Tentative RPU Board date for Awarding Contract | March 12, 2018 |

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals.

5. Scope of Services

The City is seeking for a qualified and experienced Contractor to provide services for Booster Station Pump and Motor Repairs. The selected Contractor shall provide the services required in **Exhibit A, Scope of Services**, attached hereto and incorporated herein.

6. General Terms and Conditions

The successful Contractor will be required to submit a signed PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement"). The successful Contractor must meet all insurance requirements in the Agreement, a sample is attached as Exhibit "B". All terms and conditions of the Agreement are non-negotiable. Contractor must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Contractor refuse or fail to execute the Agreement, the City may award the Agreement to the next qualified Contractor.

7. Inquiries

If prior to the date fixed for submission of Proposals, Contractor discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Contractor shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If the Contractor fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Contractor, or an error that reasonably should have been known to the Contractor, the Contractor shall submit the Proposal at his own risk, and if the Contractor is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted via email to **David Dewey, Assistant Purchasing Manager**, E-Mail: purchasing@riversideca.gov

The Final day for receipt of questions from the Proposer shall be on or before January 4, 2018 at 2:00 PM. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

8. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by the Contractor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Contractor and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Contractor responding to this RFP. The Contractor responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Contractor.

9. Delivery/Submission of Proposals

Submission of Proposals. Proposals are due no later than: **January 16, 2018 before 2:00 PM.** This time and date is fixed and extensions will not be granted. The City of Riverside does not recognize the U.S. Postal Service or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline shown will be rejected.

City reserves the right to request additional information that in City's opinion is necessary to assure that the Contractor's competence, number of qualified employees, business organization and financial resources are adequate to perform the Services.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the proposal.

The time and date are fixed, and extensions will not be granted.

10. Alternative Proposals

Only one proposal is to be submitted by each Contractor for this RFP. Multiple proposals will result in rejection of all Proposals submitted by Contractor.

11. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Contractor's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Contractor Information
- Contractor Personnel
- Experience and References
- Evidence of Insurance
- Compensation
- Subcontractors List information
- Litigation History

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Contractor's qualifications and Contractor's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

c. Contractor Information

This section shall include contact person information, address and telephone number of the Contractor main office and branch offices. Each Contractor shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Contractor believes may be pertinent to the selection process may be provided.

d. Contractor Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Contractor's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Contractor is including any subcontractors, the Contractor shall identify how long the Contractor has worked with the subcontractor.

e. Experience and References

Contractor shall provide at least three references, within the past six (6) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Contractor has the necessary experience during the last six (6) years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Contractor shall not have filed for bankruptcy under any business name over the past six (6) years.

Qualifying experience shall be under current Contractor's license and Contractor name.

Proposals will only be considered from Contractors in the business of regularly providing Booster Station Pump and Motor Repairs for the past six (6) years.

The Contractor must include a response to the Contractor's Qualifications Statement items in their written proposal as listed in Exhibit "C".

f. Evidence of Insurance

In addition, the Contractor shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

g. Compensation

Method of compensation will be in accordance with terms and conditions of a successfully negotiated Agreement of Professional Services Exhibit "B" for the project Scope of Work.

Once a month, RPU will process the Contractor's request for payment based on an invoice prepared by the Contractor, and approved by Riverside Public Utilities General Manager or his designee, for work completed during the preceding month. The invoice will cover the work performed by the Contractor during the preceding month, plus the paid invoice cost of expenses directly related to the project. No additional work beyond the approved scope-of-work shall be performed by the Contractor without a written change order issued by RPU.

The City of Riverside has partnered with Bank of America to offer a card payment program, called ePayables, to the City's contractors. This is the City's preferred method of payment and is part of a city-wide effort to reduce paper waste and decrease the amount of time to pay our contractors. With ePayables, we will continue our current payment terms and conditions. However, once an invoice is approved for payment an electronic remittance advice will be sent to the contractor by email, instead of a check. The remittance advice will include statement-type information such as invoice numbers, dates and amounts for invoices. Payments can be retrieved with the City of Riverside's designated account number that will be assigned to the contractor.

H. Subcontractors List information

The Subcontractors, if any, shall have a minimum of five years of continuous experience. Qualifying experience shall be under current contractor's license and contractor name. The prime contractor shall list the subcontractor's business name, location, and California contractor license number.

I. Litigation History

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

12. Examination of RFP and Sites of Work

The Contractor shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Contractor hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Contractor agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the proposal. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Contractor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Contractor may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals.

All Proposals shall be reviewed to verify that the Contractor has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications (40%)
- b. Pricing (25%)
- c. Experience (Projects of similar size and scope) (20%)
- d. Professional References (5%)
- e. Completeness of Proposal (10%)

The selected Contractor shall then enter into exclusive negotiations with the City to formalize the Agreement, Scope of Service, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Services. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Contractor and begin negotiations with the next Contractor which best meets the needs of the City, and so on until the City and a Contractor reach agreement.

The City intends to select the Contractor that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Contractor from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid.

A Proposer may file a written protest with the City's Purchasing Services Manager no more than five (5) calendar days following the posting of RFP results on the City's website. The written protest must set forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to this procedure shall be rejected as invalid.

The Purchasing Services Manager shall review the merits and timeliness of the protest and issue a written decision to the Protester within seven (7) calendar days of receipt of the protest. The decision of the Purchasing Services Manager may be appealed to the Chief Financial Officer ("CFO").

The Protester may appeal the decision of the Purchasing Services Manager to the CFO by filing a letter of appeal within ten (10) calendar days of the date of the Purchasing Services Manager's decision. The letter of appeal should be addressed to the CFO and shall set forth, in detail, all grounds for the appeal, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the appeal. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the letter of appeal shall be deemed waived. Any letter of appeal not conforming to this procedure shall be rejected as invalid.

The CFO shall review the merits and timeliness of the letter of appeal and issue a written decision to the Protester within fourteen (14) calendar days of receipt of the letter of appeal. The decision of the CFO is final for all non-federally funded projects. However, this decision is reviewable under California Code of Civil Procedure Section 1094.5 et seq. The time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094.6 or as such section may be amended from time to time.

For Federally funded projects, the Proposer may appeal the decision of the CFO to the appropriate federal agency in accordance with that agency's established appeal procedures.

19. Contract Terms

- A. **CONTRACT DURATION** - The initial term of the Agreement shall be for twenty four (24) months with the option to extend for an additional twelve months not to exceed a total of three (3) years based upon acceptable performance by the Contractor, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for an additional year be exercised, City and Contractor may negotiate any and all price modifications.

- B. **TERMINATION** - This contract may be terminated for any reason set forth below:
- a. **With Cause:** In the event of any breach by the Contractor of the conditions set forth in this contract, including any non-performance of duties, City may, without prejudice to any of its legal remedies, terminate this contract for cause upon five (5) days written notice to the Contractor. Upon contract termination, the City reserves the right to complete the work at its convenience and timing as deemed necessary.
 - b. **Without Cause:** The City reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience (for reasons such as, but not limited to, budgetary restrictions, changes in project scope, change in Contractor personnel, etc.) at any time upon written notice to the Contractor. In the event of such termination, the City's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. City shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.
- C. **INDEPENDENT CONTRACTOR** - Contractor shall at all times during its performance of the services retain its status as independent contractor. Contractor employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers compensation or unemployment insurance for or on behalf of them or Contractor.
- D. **NON-EXCLUSIVE AGREEMENT** - The City reserves the right to formally bid any work and enter into Contracts with non-Panel contractors whenever the City deems it to be in the City's best interest.

20. Contract Documents

In submitting a Proposal, the Contractor agrees to enter into an Agreement with the City *without exceptions to the City's standard agreement*. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". Any change to the standard agreement will deem the Proposal non-responsive. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Contractor's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Contractor:

- A. One (1) original of the Agreement in the form included herein, properly executed by the Contractor.
- B. Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- C. Confirmation of current business tax certificate.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If the successful Contractor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Contractor.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

25. Prevailing Wage/Certified Payrolls

The Contractor and all subcontractors shall pay not less than these rates as published by the California Department of Industrial Relations for the types of work to be done.

EXHIBIT A

Scope of Services For Services for Booster Station Pump and Motor Repairs

Purpose:

The distribution system contains 44 pressure zones, about 923 miles of pipelines, approximately 40 booster stations, 16 reservoirs, and 38 pressure reducing stations as previously described in the "System Background" Section 2.

On an annual basis, RPU Water conducts performance evaluations on its well and booster station facilities using maintenance records, flow rates, operational data including static and pumping water levels, and efficiency pump tests. From these evaluations, maintenance projects are identified and scheduled for completion mostly during the low demand months. However, unscheduled maintenance work and urgent repairs are needed periodically in response to unexpected failures. In both of these cases, RPU Water desires to enlist the assistance of a qualified services contractor under a contract arrangement to address maintenance services for pumps and motors at booster station facilities.

Typically, requests for pump and motor evaluations are initiated by the Water Operations Division through verbal consultation with the contractor followed with a work order for pulling and inspecting the equipment. After pulling the equipment, repairs and replacement does not commence until RPU has approved all repairs with a written notification (purchase order). Initial work includes mobilizing for pulling, disassembling the equipment, inspection, and a written evaluation of the equipment's condition. Often, Water Operations staff visits the contractor's workshop to concur with the contractor's written evaluation, which includes at a minimum the description of work to be done, task list, project schedule, list of required materials and cost estimate. After the equipment is removed and all required reports are submitted to the Water Operations Division, RPU meets with the Contractor to make applicable decisions concerning repair and re-installation. The Contractor shall then be requested to provide a written cost estimate and estimated time to complete the work.

The contractor will be required to provide a broad range of professional consulting, maintenance, repair and improvement services on an as-needed basis, as may be required by RPU Water in the ongoing execution of scheduled maintenance work and repair work. In this respect, the contractor shall be a single source, multi-disciplinary firm fully capable of providing for the scope of services detailed in this contract. As such, the Contractor will be responsible to furnish all personnel, equipment, materials, supplies, and services and otherwise do all necessary work as required to fulfill this Scope of Work. In execution of this contract, attention shall be paid to assure that safe work practices shall be employed, and the work site shall be maintained in a safe condition at all times.

Scope of Work for Rates for Shop Labor:

- Pump and motor improvements and repairs.
- Pump rebuilds that may include replacement of worn bearings, shafting, couplings, pump bowls, impellers, bowl bearings, mechanical seal, packing glands, lubrication appurtenances, etc.
- Replace pump components: new bearing, column, oil tubing, surface and buried connecting pipe.
- Machine pump bowl wear rings or skirt wear ring of impeller(s).

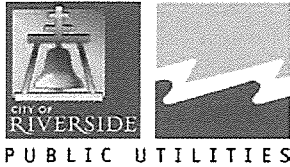
Scope of Work for Rates for Field Labor:

- Travel to and from the jobsite.
- Meeting in the field with Water Operations staff for assessment of pump and motor facilities.
- Recommendations on equipment inspections.
- Recommendations on maintenance improvements.
- Pull pump and transport to shop.
- Provide electric motor transportation to and from motor repair shop for possible rewinding, epoxy dipping, baking or any other service.
- Re-installation of pump, motor and related equipment including installation, alignment, coupling, startup and testing.
- Welding and pipe fitting.
- Perform pump testing as required.
- Re-wire motor to power cables. Check rotation of reinstalled motor with City Electrical staff in attendance.
- Calculate head shaft nut adjustment and adjust nut accordingly.
- Provide Contractor Representative to witness startup of pump and motor.
- Receive acceptance verification by City Representative and demobilize.

Scope of Work Rates for Inspection (In the Field and in the Shop):

- Evaluation of the pumping equipment such as pumps, motors, piping and other related appurtenances in the field.
- Evaluation of pump and motor performance in the field.
- Evaluation of project alternatives and recommendation for project proposals to address pump and motor operational and physical concerns.
- Inspection of motor components including the windings, rotor, space heaters, thermistor sensors, etc. The motor shall be covered and stored at a site identified by the Contractor at the Contractor's expense.

- Recommendations on pump and motor components to be replaced or rehabbed.
- Recommendations for project proposals, equipment repairs, improvements, and maintenance procedures.
- Written report of recommendations of components that require replacement and or service within one (1) week of removal of the equipment.

**EXHIBIT C****RFP Price Form****SERVICES FOR BOOSTER STATION PUMP AND MOTOR REPAIRS - INVITATION TO BID RFP #1720****INVITATION TO BID**

Item No.	Quantity	Unit	Description	Unit Price	Total
			The contractor is to provide to the City's Water Operations Division when requested pump and motor repair services in accordance with the attached Specification at the rate as specified herein.		
1	200	Hours	<u>RATE FOR SHOP LABOR</u> <u>Straight Time Hours</u> Straight time is defined as being between the hours of 7:00 AM. Through 4:00 PM. Monday through Friday.		
2	100	hours	<u>Overtime Hours</u> Overtime is defined as being between the hours of 4:01 PM. Through 6:59 AM. Monday through Friday and any time Saturday, Sunday or during the holidays defined herein.		
3	200	Hours	<u>LABOR RATE (FIELD)</u> <u>Straight Time Hours</u> Straight time is defined as being between the hours of 7:00 AM. Through 4:00 PM. Monday through Friday.		
4	100	Hours	<u>Overtime Hours</u> Overtime is defined as being between the hours of 4:01 PM. Through 6:59 AM. Monday through Friday and any time Saturday, Sunday or during the holidays defined herein.		
5	100	Hours	<u>INSPECTION RATE (SHOP)</u> The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair		

INVITATION TO BID

Item No.	Quantity	Unit	Description	Unit Price	Total
6	1	Lump Sum	<u>MISCELLANEOUS PARTS, COMPONENTS, AND EQUIPMENT</u>		
			<u>TOTAL OF ALL ITEMS BID</u> <u>NOTE 1:</u> HOLIDAYS: The days listed below are considered the holidays: New year's Day Martin Luther King Jr's Birthday President's Day Memorial Day Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day, and Day after Thanksgiving Christmas Day <u>NOTE 2:</u> <u>Quantities:</u> The item quantities listed in these invitation to bid pricing sheets are for bid evaluation purposes only and should not be construed as representing actual quantities that may be ordered from a contract resulting from this solicitation.		
				Total Bid	