

SERVICES AGREEMENT
FOR
WELL PUMP AND MOTOR REPAIR SERVICES
[RFP NO. 1721]

TRI COUNTY PUMP COMPANY

On this _____ day of _____, 2018, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), TRI COUNTY PUMP COMPANY, a California corporation, 241 S. Arrowhead Avenue, San Bernardino, CA 92408, State Contractor's License No. 744742 ("Contractor"), mutually agree as follows:

1. Scope of Work. Contractor shall furnish all labor for and perform the work for Well Pump and Motor Repair Services ("the Services"). Contractor shall perform the Services in accordance with this Agreement; the Contractor's Proposal, dated January 18, 2018, attached hereto as Exhibit "A" and incorporated herein by this reference, the City's Request for Proposal for Services, entitled "Well Pump and Motor Repair Services", RFP 1721 and Addendum No. 1 thereto, all attached hereto as Exhibit "B," and incorporated herein by this reference, 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 Six Hundred Thousand Dollars (\$600,000). 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

Tri County Pump Company
Attn: Andy Bradbury
241 South Arrowhead
San Bernardino, CA 92408

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

TRI COUNTY PUMP COMPANY,
a California corporation

By: _____
City Manager

By: Andrew Bradbury
Printed Name: Andrew Bradbury
Title: General Manager

Attest:

By: _____
City Clerk

By: _____
Printed Name: _____
Title: _____

Certified as to Availability of Funds:

By: [Signature]
Finance Director LCFC

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.

TRI COUNTY PUMP COMPANY

By: Am M R

Date: 3/15/18

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF TRI COUNTY PUMP COMPANY**
A California Corporation

Edward F. Famely is the sole director of Tri County Pump Company, 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 Edward F. Famely as president and corporate secretary and Jeffrey Famely as vice president and responsible managing officer.

RESOLVED, that Edward F. Famely, Jeffrey Famely and Andrew Bradbury are each authorized, without the signature of the other, to execute bid documents, contracts, bonds, and such other documents on behalf of the corporation.

FUTHER RESOLVED, that the officers of this 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.

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

Dated effective July 28, 2015.

TRI COUNTY PUMP COMPANY

By: 
Edward F. Famely, Director

EXHIBIT "A"
RFP 1721
CONTRACTOR PROPOSAL



January 18, 2018

City of Riverside
Public Utilities Department; Water Operations Division
3900 Main St, 6th Floor
Riverside, CA 92522

Attn: Purchasing Department

Re: RFP No. 1721 – Well Pump And Motor Repair Services

Thank you for the opportunity to bid on the subject project. All elements of the RFP have been reviewed and understood, and we look forward to continuing to work with the city. Tri County Pump is a full-service machine shop and pump company specializing in this type of work. We believe that upon entering this agreement, it will prove to be beneficial for all parties involved. I will be the sole contact for any questions or any additional information needed.

Please note that the included rate sheet is considered confidential and proprietary, and we request that it not become public record.

Please do not hesitate to contact me with any questions, or if you need any additional information.

Sincerely,

Andy
Bradbury
Andy Bradbury

Digitally signed by Andy Bradbury
DN: cn=Andy Bradbury, o=Tri County
Pump Company, ou=General Manager,
email=andy@tricountypump.net, c=US
Date: 2018.01.18 14:35:29 -08'00'



Experience Statement

Tri County Equipment and Repair has been engaged in the waterwell and pump repair & service industry since March 1987. In June 1997 we incorporated and formally changed our name to Tri County Pump Company. The management team consists of Edward Famely and Andrew Bradbury. The principals have a combined experience level in excess of 60 years in the pump and waterwell industry, and have managed and supervised various projects, some of which have exceeded one million dollars each.

Management Team

Edward Famely - President

Mr. Famely holds the position of President, which includes direct responsibility for the daily operation of all phases of the business. As the general manager of General Pump Company for seven years, Mr. Famely has developed significant management skills and industry wherewithal to manage a full service water well company with annual sales in excess of four million dollars. Prior to joining General Pump, he held various engineering and marketing positions at Pacific Pump Company and Johnston Pump Company. Mr. Famely holds a BS degree in Mechanical Engineering from C.W. Post College, New York. Mr. Famely is also certified by the National Ground Water Association for well drilling, well rehabilitation and pump installation.

Andrew Bradbury - General Manager

Mr. Bradbury is responsible for management of daily operations, including management of all projects and scheduling of manpower and equipment. Mr. Bradbury has in excess of 18 years of experience in the pump and waterwell industry. Over the past 18 years he has primarily functioned as a sales engineer in pump distribution for all major pump manufactures including Xylem/Goulds, Grundfos/Peerless, Pentair/Berkeley, and many others. He has also functioned in capacities such as pump installer, pump assembler, machinist, shop superintendent, and general manager. Mr. Bradbury has also been certified by all manufactures he has represented as an application, installation, operation, and maintenance technician.

Professional Associations

National Ground Water Association
California Ground Water Association
Southern California Water Utilities Association
Inland Empire Water Utilities Association



Facility and Equipment

The facilities consist of a 2,400-square foot office and shop area, one-acre storage yard, and a 2,000-square foot second building which is used for equipment storage. The company has all the required vehicles, tools and equipment for a full-service company. In addition, there is a complete on-site machine shop. The major equipment consists of three pump rigs, three rotary cranes, three flatbed trucks, six pickup trucks and one Welding truck with auto crane. The company also has two forklifts, three lathes, one milling machine, chemical mixing and injecting trailer, and all required shop and well tools. The office contains all required equipment and furnishings to operate the business.

Partial Equipment List

2 - Semco Pump and Workover Rig - 60 Ton capacity
General Machine Pump and Workover Rig - 30 Ton capacity
Manitex Crane Model M1800 – 18 Ton capacity
Manitex Crane Model 2284 – 22 Ton capacity
Manitex Crane Model 26101C – 26 Ton capacity
Dodge Service/Welding Truck with 6000-pound Auto Crane/Welder/Compressor
Chemical Mixing and Injecting Trailer
2 - TCM Forklift – 8000-pound capacity
3 – Flatbed Trucks
6 – Pickup Trucks
3 – Engine Lathes (Colchester, Monarch & Morando)
1 – Cincinnati Milling Machine
2 – Lincoln Welding Machines

Licenses and Certifications

State of California

Contractor's License Number – 744742

Classifications - A - General Engineering
 C57 – Well Drilling (Water)
 C61/D21 –Machinery and Pumps

National Ground Water Association

Certification Number – 198832

Classifications -B – Well Drilling – Cable Tool
 K – Pump Commercial 3 to 20 HP
 L – Pump Industrial and Municipal over 20 HP
 N – Well Servicing and Maintenance

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OF THE DIRECTORS OF TRI COUNTY PUMP COMPANY**
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FUTHER RESOLVED, that any actions taken by the officers prior to the date of the foregoing resolutions adopted thereby that are within the authority conferred thereby are hereby ratified, confirmed and approved the acts and deeds of this corporation.

Dated effective July 28, 2015.

TRI COUNTY PUMP COMPANY

By: 
Edward F. Famely, Director



Credit References:

Bank Reference:

Citizens Business Bank	
301 Vanderbilt Way	Phone #: (909) 888-6363
San Bernardino, CA 92408	Fax #: (909) 888-8935
	Account #: 245114311
	245308043
Bank of America	
Anaheim Main Branch # 0209	Phone #: (714) 778-7926
300 South Harbor Blvd.	Fax #: (714) 778-7268
Anaheim, CA 92805	Account #: 02098-10504

Trade References:

Custom Pipe and Coupling	Goulds Pump Company	Western Hydro Corporation
10560 Fern Ave.	240 Fall Street	3449 Enterprise Ave.
PO Box 978	Seneca Falls, NY 13148	Haywood, CA 94545
Stanton, CA 90680	Customer # 8393	Phone #: (510) 783-9166
Phone #:(714) 761-8801	Phone #: (315) 568-7262	Fax #: (510) 732-0243
Fax #: (714) 761-5794	Donna Cratozzolo	

Corporation Officer's

Ed Famely – President
Jeff Famely – Vice President

Resale # : SR EH 97-173928

Federal ID # : 33-0771918

D&B DUNS # 19-185-2615



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **744742** Entity **CORP**
Business Name **TRI COUNTY PUMP COMPANY**

Contractor's License **C57 C61/D21 A**

Expiration Date **01/31/2020**

www.cslb.ca.gov





January 18, 2018

Bid RFP #1721

Project References

Owner:	City of Banning	Project Name:	Project 2016-01W
Contact:	Perry Gerdes	Description:	Well Rehabilitations
Phone:	(951) 849-3273	Value:	\$177,000
Email:	pgerdes@ci.banning.ca.us	Completion:	April 2017
Owner:	Beaumont Cherry Valley Water	Project Name:	Well 5, 13, 18, and RR1
Contact:	Tony Lara	Description:	Well Rehabilitations
Phone:	(951) 845-9581	Value:	\$167,000
Email:	tony.lara@bcvwd.org	Completion:	August 2017
Owner:	Elsinore Valley MWD	Project Name:	Terra Cotta Well
Contact:	Bill Graham	Description:	Well Rehabilitation
Phone:	(951) 674-3146	Value:	\$196,000
Email:	wgraham@evmwd.net	Completion:	March 2017
Owner:	Gage Canal	Project Name:	Well 92-3 & 98-1
Contact:	Ross Lewis	Description:	Pump and Motor Maintenance
Phone:	(951) 780-1333	Value:	\$101,000
Email:	gage-db@sbcglobal.net	Completion:	January 2018
Owner:	Irvine Ranch WD	Project Name:	Well 18
Contact:	Jeremy Hankla	Description:	Pump and Motor Maintenance
Phone:	(949) 616-8790	Value:	\$88,000
Email:	hankla@irwd.com	Completion:	November 2017
Owner:	Joshua Basin Water District	Project Name:	Well #14
Contact:	Curt Sauer	Description:	Well Rehabilitation
Phone:	(760) 366-2042	Value:	\$214,000
Email:	csauer@jbwd.com	Completion:	June 2017
Owner:	Long Beach Water	Project Name:	Well NLB 11
Contact:	Skip Fulton	Description:	Well Rehabilitation
Phone:	(562) 570-2493	Value:	\$72,000
Email:	skip.fulton@lbwater.org	Completion:	May 2017



January 18, 2018

Bid RFP #1721

Project References

Owner:	Phelan Pinion Hills CSD	Project Name:	Dairy Wells Rehabilitations
Contact:	Sean Wright	Description:	Well Rehabilitations
Phone:	(760) 868-1212	Value:	\$190,000
Email:	swrightpphcsd.org	Completion:	July 2016
Owner:	Riverside Highlands WC	Project Name:	Well LV3
Contact:	Craig Gudgeon	Description:	Well Rehabilitation
Phone:	(909) 825-4128	Value:	\$210,000
Email:	cgudgeon@rhwco.com	Completion:	May 2017
Owner:	City of Riverside	Project Name:	Garner Well 6
Contact:	Leo Ferrando	Description:	Well Rehabilitation
Phone:	(951) 826-5694	Value:	\$110,000
Email:	lferrando@riversideca.gov	Completion:	February 2015
Owner:	Rowland Water District	Project Name:	Well #1
Contact:	Dusty Moisio	Description:	Well Rehabilitation
Phone:	(562) 697-1726	Value:	\$128,000
Email:	dmoisio@rowlandwater.com	Completion:	October 2017
Owner:	City of Upland	Project Name:	Well #15
Contact:	John Robles	Description:	Well Rehabilitation
Phone:	(909) 291-2949	Value:	\$158,000
Email:	jrobles@ci.upland.ca.us	Completion:	In Progress
Owner:	Walnut Valley Water District	Project Name:	Lycoming Well
Contact:	Tom Monk	Description:	Pump and Motor Maintenance
Phone:	(909) 595-1268	Value:	\$64,000
Email:	tmonk@wvwd.com	Completion:	July 2016
Owner:	Western Municipal WD	Project Name:	Arlington Desalter Well 1, 2, and 3
Contact:	Jeff Dugan	Description:	Well Rehabilitations
Phone:	(951) 674-3146	Value:	\$243,000
Email:	jdugan@wmwd.com	Completion:	In Progress



References - Municipal

Tri County Pump Company has been engaged in the waterwell and pump repair & service industry since March 1987. The principals have a combined experience level in excess of 100 years in the pump and waterwell industry, and have managed and supervised various projects, some of which have exceeded one million dollars each. Various references are below.

Town of Apple Valley
Mr. Greg Snyder
Director of Public Works
14955 Dale Evans Parkway
Apple Valley, CA 92307
(760) 240-7599

City of Banning
Mr. Perry Gerdes
Public Utilities Superintendent
99 East Ramsey St.
Banning, CA 92220
(951) 849-3273

Beaumont Cherry Valley Water District
Mr. Tony Lara
Assistant General Manager
560 Magnolia Avenue
Beaumont, CA 92223
(951) 845-9581

Big Bear Lake DWP
Mr. Reggie Lamson, PE LS
General Manager
PO Box 1929
Big Bear Lake, CA 92315
(909) 866-5050

Coachella Valley Water District
Mr. Homer Alfaro
Field Maintenance
51501 Tyler Street.
Coachella, CA 92236
(760) 398-2651

City of Colton
Mr. Tom Ledesma
Field Maintenance
1201 South Rancho Ave.
Colton, CA 92324
(909) 825-4128

Elsinore Valley Municipal Water District
Mr. Bill Graham
Field Maintenance Superintendent
31315 Chaney Street
Lake Elsinore, CA 92531
(951) 674-3146

Foothill Municipal Water District
Mr. Justin Bailey
Operations Manager
4536 Hampton Road
La Canada Flintridge, CA 91011
(626) 794-8221

Gage Canal Company
Mr. Ross Lewis
President
7452 Dufferin Ave.
Riverside, CA 92504
(951) 780-1333

Golden State Water Company
Mr. Dale Wert
Water Supply Superintendent
115-121 Exchange Place
San Dimas, CA 91773
(909) 394-1387



References - Municipal

Tri County Pump Company has been engaged in the waterwell and pump repair & service industry since March 1987. The principals have a combined experience level in excess of 100 years in the pump and waterwell industry, and have managed and supervised various projects, some of which have exceeded one million dollars each. Various references are below.

Golden State Water Company
Mr. David Eikamp
Water Supply Superintendent
1920 West Corporate Way
Anaheim, CA 92801
(714) 535-8010

Joshua Basin Water District
Mr. Curt Sauer
General Manager
PO Box 675
Joshua Tree, CA 92252
(760) 366-2042

City of La Verne
Mr. Richard Martinez
Utilities Manager
3660 D Street
La Verne, CA 91750
(909) 730-3504

Otay Water District
Mr. Don Anderson
Pump/Electric Supervisor
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91978
(619) 670-2706

Riverside Highlands Water Company
Mr. Craig Gudgeon
Distribution Superintendent
12374 Michigan Street
Grand Terrace, CA 92313
(909) 825-4128

Irvine Ranch Water District
Mr. Jeremy Hankla
Mechanical Services Supervisor
PO Box 57000
Irvine, CA 92619-7000
(949) 616-8790

La Puente Valley County Water District
Mr. Greg Galindo
General Manager
112 N. First Street
La Puente, CA 91744
(626) 330-2126

Long Beach Water
Mr. Skip Fulton
Water Treatment Supervisor I
2950 Redondo Ave.
Long Beach, CA 90806
(562) 570-2493

Phelan Pinion Hills CSD
Mr. Sean Wright
Water Operations Manager
4176 Warbler Rd.
Phelan, CA 92371
(760) 868-1212

City of Riverside
Mr. Leo Ferrando, PE
Senior Water Engineer
2911 Adams Avenue, 2nd Floor
Riverside, CA 92504
(951) 826-5694



References - Municipal

Tri County Pump Company has been engaged in the waterwell and pump repair & service industry since March 1987. The principals have a combined experience level in excess of 100 years in the pump and waterwell industry, and have managed and supervised various projects, some of which have exceeded one million dollars each. Various references are below.

Rowland Water District
Mr. Dusty Moisio
Water Systems Supervisor
3021 S. Fullerton Road
Rowland Heights, CA 91784
(562) 697-1726

City of San Bernardino
Mr. Gus Saavedra
Plant & Facility Maintenance Supervisor
PO Box 710
San Bernardino, CA 92402
(909) 384-5113

San Gabriel County Water District
Mr. Casey Feilen
Assistant General Manager
PO Box 2227
San Gabriel, CA 91778-2227
(626) 287-0341

City of Upland
Mr. John Robles
Water System Operator
460 N. Euclid Ave
Upland, CA 91786
(909) 291-2949

Valencia Heights Water Company
Mr. Dave Michalko
General Manager
3009 E. Virginia Ave.
West Covina, CA 91791
(626) 332-8935

Valley County Water District
Mr. Bill Wilson
Treatment and Production Supervisor
14521 Ramona Blvd.
Baldwin Park, CA 91706
(626) 338-7301

Veolia Water
Mr. Dave Terry
Project Manager
437 N. Riverside Ave.
Rialto, CA 92376
(909) 820-0400

Walnut Valley Water District
Mr. Tom Monk
Production Manager
271 South Brea Canyon Road
Walnut, CA 91789
(909) 595-1268

Western Municipal Water District
Mr. Jeff Dugan
Senior Operations Technician
14205 Meridian Parkway
Riverside, CA 92518-3045
(951) 674-3146

Yucaipa Valley Water District
Mr. Ron McCall
Senior Plant Operator
PO Box 730
Yucaipa, CA 92399
(909) 790-9208



January 18, 2018

Bid RFP #1721

Tri County Pump Company understands the importance of these services. Tri County Pump Company will provide emergency and routine maintenance and repairs for the City's well pumps and motors. This will include but not be limited to the following:

1. Having proper equipment and tools for the removal and transportation of the pumps and motors as required.
2. Inspecting, trouble shooting, and recommending repairs and/or replacement of pump and motor components.
3. Having the proper equipment for installation of City or Contractor supplied parts and equipment.
4. We will furnish both verbal and written reports outlining course of action and recommendations of all projects.

Contact Summary

Company Name: Tri County Pump Company
Contact: Andy Bradbury – General Manager
Address: 241 South Arrowhead Ave.
San Bernardino, CA 92408
Phone: (909) 888-7706
Facsimile: (909) 888-3653
Cellular: (909) 499-7124
Email: andy@tricountypump.net

Company Direction

Tri County Pump Company is a water well pump sales and service company. Originally founded in 1987 and incorporated in the State of California in 1997, the company specializes in the repair, maintenance and installation of municipal and industrial well pumps.

Locality

Tri County Pump Company is located at 241 South Arrowhead Avenue, San Bernardino, California, 92408. This location is in an industrial area of the city. A major advantage of this location is the freeway access to the 10, 60, 91, 215, and 210 freeways.

Response Time

Standard response time for a non-emergency situation will be 1-3 days depending on the City's requirements. In emergency situations or response time will be approximately 4 hours.



Mission Statement

Tri County Pump Company is dedicated to establishing lasting relationships with our customers by exceeding their expectations and gaining their trust through exceptional performance by every member of our team.

Our pledge is to provide value added services to our customers by creating a successful partnership with them.

We are committed to providing the highest levels of professionalism, integrity, honesty and fairness in our relationships with our customers, suppliers, subcontractors, and professional associates.

Service Orientated

Tri County Pump Company specializes in the repair and maintenance of both municipal and industrial booster pumps and various water pumping equipment. We service the major water districts and municipalities in Southern California.

Some of the services offered are overhauling and repair of all types of pumps, in-house precision machining, welding, and fabrication, vibration testing, mechanical seal diagnosis and repair, and on-site troubleshooting.

Our extensive machine shop is dedicated to providing exact impeller trims and clearances for bearings and wear rings. All shafting is straightened to .0005 in./ft. of total runout, all threads are machined parallel and concentric, and all shaft ends are machined and faced perfectly square.

Tri County Pump Company utilizes a wide range of exotic metals and protective coatings to suit each specific application. Pump impellers can also be statically or dynamically dual planed balanced to minimize vibration.

Products Sold / Serviced

Tri County Pump Company sells and services all types of booster pumps. From vertical close coupled turbines, split case, frame-mount, to end suction centrifugal, no pump is too big or too small.

Tri County Pump Company is an authorized and factory trained dealer for numerous manufacturers including, but not limited to, Goulds, Peerless, Fairbanks Morse, Paco, Aurora, Flowserve, Weinman, and Sulzer Pumps.



January 18, 2018

Bid RFP #1721

Subcontractors

None



CERTIFICATE OF LIABILITY INSURANCE

TRICP-3

OP ID: JK

DATE (MM/DD/YYYY)
12/04/2017

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 Silverstone Insurance Services Jetton & Assoc Ins Svs Inc P.O. Box 1200 (Lic #0C04829) Rancho Cucamonga, CA 91729-1200 Brent Jetton, AAI, CIC		CONTACT NAME: Brent Jetton, AAI, CIC PHONE (A/C, No, Ext): 909-980-4211 FAX (A/C, No): 909-980-4785 E-MAIL ADDRESS:		
INSURED Tri County Pump Company, Inc. 241 S Arrowhead Ave San Bernardino, CA 92408		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Ohio Casualty Insurance Co.		24074
		INSURER B: American Fire and Casualty Co.		24066
		INSURER C: RSUI Indemnity Company		22314
		INSURER D: Insurance Company of the West		27847
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>		BKO56249597	12/05/2017	12/05/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BAA56249597	12/05/2017	12/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			NHA243920	12/05/2017	12/05/2018	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WSA500281908	12/05/2017	12/05/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rtd/Lsd Equip			BKO56249597	12/05/2017	12/05/2018	\$1000 Ded 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Riverside is additional insured with respects to general liability per attached CG8810 04/13. *10 day notice of cancellation for non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

CITYRIV City of Riverside Todd Jorgensen 6927 Magnolia Ave Riverside, CA 92506-2839	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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. **Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition 4. **Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II – Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V – Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



TRICP-3

OP ID: JK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2017

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 Silverstone Insurance Services Jetton & Assoc Ins Svs Inc P.O. Box 1200 (Lic #0C04829) Rancho Cucamonga, CA 91729-1200 Brent Jetton, AAI, CIC	CONTACT NAME: Brent Jetton, AAI, CIC	
	PHONE (A/C, No, Ext): 909-980-4211	FAX (A/C, No): 909-980-4785
INSURED Tri County Pump Company, Inc. 241 S Arrowhead Ave San Bernardino, CA 92408	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Casualty Insurance Co. NAIC # 24074	
	INSURER B: American Fire and Casualty Co. 24066	
	INSURER C: RSUI Indemnity Company 22314	
	INSURER D: Insurance Company of the West 27847	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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"/> GENERAL LIABILITY	X		BKO56249597	12/05/2017	12/05/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		BAA56249597	12/05/2017	12/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			NHA243920	12/05/2017	12/05/2018	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WSA500281908	12/05/2017	12/05/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rtd/Lsd Equip			BKO56249597	12/05/2017	12/05/2018	\$1000 Ded 75,000

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

The City of Riverside and its officers, employees and agents are additional insureds with respects to general liability per attached CG8810 04/13. Primary/Non-Contributory Wording applies. Additional insured status applies to auto liability. RE: Master Agreement for Water Utility Work for Various City Locations on an As-Needed Bssis.

CERTIFICATE HOLDER**CANCELLATION**

CITRI03 City of Riverside Public Works/Engineering 3900 Main St., 4th Floor 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. **Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition 4. **Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:

- a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.
- 2. Paragraph 6. under **Section III – Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:
 - a. Any one premise:
 - (1) While rented to you; or
 - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
 - b. Contents that you rent or lease as part of a premises rental or lease agreement.
- 3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:
 - 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. Under **Supplementary Payments – Coverages A and B**, Paragraph 1.b. is replaced by the following:
 - b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

- 1. Paragraph 2. under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 6. **Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V – Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
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SECTION II – LIABILITY COVERAGE is amended as follows:**1. BROAD FORM INSURED**

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, “insured” does not include any organization that:
- (1) Is a partnership or joint venture; or
 - (2) Is an insured under any other automobile policy; or
 - (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:
- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. **ADDITIONAL CONDITIONS**

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. **SECTION V – DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V – DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V – DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A.– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



RATE SHEET - PUMP PULLING AND WATER WELL SERVICE

PREVAILING WAGE RATES

City of Riverside

(Effective April 1, 2018 to March 29, 2019)

2 Man Crew and Pump Rig	\$ 305.00 per hour
3 Man Crew and Pump Rig.....	\$ 420.00 per hour
Rotary Crane and 1-man crew	\$ 200.00 per hour
Rotary Crane and 2-man crew	\$ 315.00 per hour
Service Truck w/Auto Crane & Field Serviceman	\$ 180.00 per hour
Service Truck w/Auto Crane & 2-man crew	\$ 295.00 per hour
Service Truck and Field Serviceman	\$ 170.00 per hour
Service Truck and 2-man crew	\$ 285.00 per hour
Flat Bed Truck and Driver	\$ 150.00 per hour
Additional Helper.....	\$ 115.00 per hour
Control and Instrument Specialist.....	\$ 170.00 per hour
Shop Labor.....	\$ 95.00 per hour
Overtime - Addition to above rates.....	\$ 75.00 per man hour
Wire Brush or swab rental.....	\$ 735.00 each
Nylon Brush 8"-10"	\$ 650.00 each
Nylon Brush 12"-14"	\$ 750.00 each
Nylon Brush 16" and up.....	\$ 850.00 each
Videolog – Color Dual Camera.....	\$ 1200.00
Engineering Support and Pump Design.....	\$ 190.00 per hour

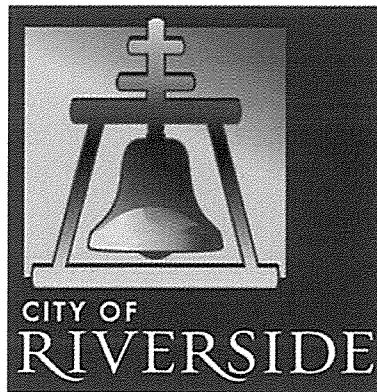
Labor Fee Schedule to be adjusted annually at standard escalation rate of 2%

EXHIBIT “B”

CITY’S REQUEST FOR PROPOSAL OF SERVICES

**REQUEST FOR PROPOSALS
FOR SERVICES
WELL PUMP AND MOTOR REPAIR SERVICES**

RFP No. 1721



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 23, 2018

Request for Proposals

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Exhibit A – Scope of Services

Exhibit B – Sample Services Agreement

1. Introduction/Purpose

The City of Riverside is seeking a qualified and experienced Contractor to provide well pump and motor repair services. 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. The 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)
Wells	Approx. 52 potable; and approx. 14 non-potable
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 (6) 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 six (6) years. Qualifying experience shall be under current contractor's license and contractor name.
- All prospective Contractors submitting a proposal must appear on the City's electronic Bidder's List as a "Prospective Bidder." Contractors can register at:

<http://www.riversideca.gov/bids>

- Once registered, contractors must subscribe to this RFP under their name in order to appear on the Bidder's List as a "Prospective Bidder." Contractors that fail to specifically subscribe to this RFP will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.
- 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
 - C57 – Well Drilling

License status must be current and active.

- The Contractor shall have registered with the Department of Industrial Relations and any other required organizations.

4. Schedule of Events

It is the goal of the City to select and retain the Contractor by March 26, 2018. In preparation for that action, the following schedule of events has been prepared:

- | | |
|--|--|
| ▪ Questions Due: | January 16, 2018 |
| ▪ Proposals Due: | January 23, 2018 |
| ▪ Interviews If Needed | TBD during the week of February 5, 2018 |
| ▪ Notification of Tentative Selection | TBD during the week of February 12, 2018 |
| ▪ Tentative RPU Board date for Awarding Contract | March 26, 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 before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

5. Scope of Services

The City is seeking a qualified and experienced Contractor to provide well pump and motor repair services. 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 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 Contractors 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 questions, requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted via email to Purchasing Department. **E-Mail: purchasing@riversideca.gov**. All questions shall include the RFP bid number and the RFP title in the subject line.

The Final day for receipt of questions from the Proposer shall be on or before Thursday, January 16, 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

Proposal Due Date/Time: January 23, 2018 BEFORE 2:00 PM

All prospective Contractors submitting a proposal must appear on the City's electronic Proposers' List as a "Prospective Proposer." Contractors can register at www.riversideca.gov/bids. Once registered, Contractors must download the RFP under their own name and identification number to appear on the Proposer s' List as a "Prospective Proposer". The Contractor's failure to download the RFP will not appear on the Proposer s' List and their proposals will be considered non-responsive. If a Contractor is unable to register or download the RFP from the bidding website, a representative may contact the Purchasing Department at (951) 826-5561.

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.

Submission of Proposals. All proposals are to be submitted electronically. Electronic Proposal System will close exactly at the time set forth in the RFP to Proposal due date. All applicable forms required to be completed per the proposal documents, shall be uploaded on the electronic proposal system prior to the proposal due date and time. Subcontractors List shall be submitted electronically. Hard copies of pricing and subcontractor information will not be accepted as a viable bid.

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
- Contractor Information
- Contractor Personnel
- Experience and References
- Evidence of Insurance
- Contractor rates

- Subcontractors List information

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's 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. Practice 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 well pump and motor repair services 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 Services Agreement 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 six 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.

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 rates, 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, rate 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.

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

- a. Qualifications (40%)
- b. Contractor Rates (20%)
- c. Experience (Projects of similar size and scope) (25%)
- 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, final Scope of Service, and Compensation. These negotiations will address a fair and reasonable rate for services and the terms of the Scope of Services. If the City is unable to obtain a fair and reasonable rate 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 and contractor rates are 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 rate 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.

EXHIBIT A

Scope of Services For Well Pump and Motor Repair Services

Purpose:

The distribution system includes approximately 52 potable wells and another 14 non-potable wells. In addition, the 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 the City's well facilities.

Typically, requests for well maintenance 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 range of 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.

The following are examples of responsibilities that are included in the scope of work:

- Pump and motor disassemble, inspect, recommend improvements and perform 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 pipe, oil tubing, surface and buried connecting pipe.
- Discharge head modifications.
- Machine pump bowl wear rings or skirt wear ring of impeller(s).
- Replacement of new pump and/or motors including new materials, and labor for removal and re-installation.
- 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 and well 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.
- Well rehabilitation by brushing and bailing.
- Well rehabilitation by chemical treatment.
- Well redevelopment by airlifting and swabbing.
- Well pump testing.
- Removal of well casing biological fouling.
- Well screen and casing repairs, replacement and liners.
- Well disinfection as required to meet Health Department requirements including bacteriological sampling as required.
- Clean and/or run threads of bearing, oil tubing shaft and column pipe.
- Performing well downhole video inspections and other well logging techniques.
- Re-installation of pump, motor and related equipment including installation, alignment, coupling, startup and testing.
- Welding and pipe fitting.
- Installation of new airline tubing.
- 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.

- 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 new pump and motor re-designs for wells.
- Recommendations of 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 B

Sample Services Agreement

RFP No. 1721
Well Pump and Motor Repair Services
Addendum No. 1
01/10/2018

This Addendum contains the following:

- Exhibit B – Sample Services Agreement

*** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. This addendum may be acknowledged via the designated section on the bidding website or by signing this page and uploading it as part of your proposal. Failure to acknowledge an addendum, unless the requirement to acknowledge has been waived, will immediately cause your proposal to be deemed non-responsive.

Authorized Signature _____
(Sign here to acknowledge receipt of this addendum)

SERVICES AGREEMENT

[Enter CONTRACTOR'S Name**]**

[Enter in Description of Services**]**

On this _____ day of _____, 20____, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **[**Enter in CONTRACTOR'S NAME**]**, a **[**Enter in entity, for example: a California corporation, a limited partnership, a limited liability company, etc.**]** ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **[**Enter in Name of Project**]** ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for **[**Enter in: effective date and termination date, for example: for the fiscal year beginning July 1, 2017 through June 30, 2018**]**, unless otherwise terminated pursuant to the provisions herein. **[**Optional: The term may be extended for an additional one-year period, upon mutual written agreement of the parties.**]**

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **[**Enter in written dollar amount, for example: Forty-Two Thousand Five Hundred Dollars**]** **[**Enter in numeric dollar amount: for example: (\$42,500)**]**, unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

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

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said

amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

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

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

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

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

in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

by the City.

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

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

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

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

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

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

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

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

To City

[**Enter in Department**]
City of Riverside
Attn: [**City Representative**]
[**Address**]
Riverside, CA [**ZIP**]

To Contractor

[**Name of Contractor**]
Attn: [**Name of Representative**]
[**Address**]
[**City, State, ZIP**]

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California
charter city and municipal corporation

[CONTRACTOR'S NAME**]**

By: _____
City Manager

By: _____

[Printed Name]

Attest: _____
City Clerk

[Title]

Certified as to Availability of Funds

By: _____

By: _____
CFO/Treasurer

[Printed Name]

[Title]

Approved as to Form:

By: _____
Chief Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

COMPENSATION



RATE SHEET - PUMP PULLING AND WATER WELL SERVICE

PREVAILING WAGE RATES

City of Riverside

(Effective April 1, 2018 to March 29, 2019)

2 Man Crew and Pump Rig	\$ 305.00 per hour
3 Man Crew and Pump Rig.....	\$ 420.00 per hour
Rotary Crane and 1-man crew	\$ 200.00 per hour
Rotary Crane and 2-man crew	\$ 315.00 per hour
Service Truck w/Auto Crane & Field Serviceman	\$ 180.00 per hour
Service Truck w/Auto Crane & 2-man crew	\$ 295.00 per hour
Service Truck and Field Serviceman	\$ 170.00 per hour
Service Truck and 2-man crew	\$ 285.00 per hour
Flat Bed Truck and Driver	\$ 150.00 per hour
Additional Helper.....	\$ 115.00 per hour
Control and Instrument Specialist.....	\$ 170.00 per hour
Shop Labor.....	\$ 95.00 per hour
Overtime - Addition to above rates.....	\$ 75.00 per man hour
Wire Brush or swab rental.....	\$ 735.00 each
Nylon Brush 8"-10"	\$ 650.00 each
Nylon Brush 12"-14"	\$ 750.00 each
Nylon Brush 16" and up.....	\$ 850.00 each
Videolog – Color Dual Camera.....	\$ 1200.00
Engineering Support and Pump Design.....	\$ 190.00 per hour

Labor Fee Schedule to be adjusted annually at standard escalation rate of 2%