

SECOND EXTENSION AGREEMENT
FOR FY 2016/17
PROJECT NO. SD 2015-02

IRRIGATION PUMP MAINTENANCE

THIS SECOND EXTENSION AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Variable Speed Solutions, Inc.** (hereafter, "Contractor").

RECITALS

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated **June 23, 2014**, for the maintenance of the irrigation pump systems associated with **Project No. SD 2015-02 IRRIGATION PUMP MAINTENANCE** for fiscal year (FY) 2014/15 at a total compensation amount of \$24,691.00 (\$7,220.00 for Base Work and \$17,471.00 for Additional Work); and,

WHEREAS, irrigation pump maintenance services provided during the initial term of the Agreement were satisfactorily performed and District and Contractor entered into the First Extension Agreement for FY 2015/16 at a total compensation amount of \$23,600 (\$6,840 for Base Work and \$16,760 for Additional Work); and,

WHEREAS, irrigation pump maintenance services provided under the Agreement are being satisfactorily performed.

SECTION 1. EXTENSION TO ORIGINAL AGREEMENT

1.1. Pursuant to the terms of the Agreement, both parties wish to enter into a Second Extension Agreement for FY 2016/17 under the following terms:

1.2. The term shall commence on **July 1, 2016** and shall terminate on **June 30, 2017**.

1.3. In accordance with Exhibit D, Section 1.B. of the Agreement, this is the **Second** of four possible extensions of the Agreement.

1.4. Irrigation pump maintenance locations to be maintained shall be those areas included within the maps attached hereto as Exhibit "A".

1.5. Testing of Irrigation Pump locations (Base Work) shall be at those areas and quantities detailed in Exhibit "B" attached hereto.

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SECTION 2. COMPENSATION FOR SECOND EXTENSION AGREEMENT:

2.1. For the period of this **Second Extension Agreement** and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this **Second Extension Agreement** as more fully described in Sections 2.2 and 2.4 below, **TWENTY-SIX THOUSAND, FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$26,440.00)**

2.2. For "Base Work" and consistent with the payment terms (Exhibit C) of the Agreement, compensation shall be based on the number of documented tests performed per month at the Per Test Cost Per Pump rate listed in Exhibit B. Payments are remitted one month in arrears, on the last day of the month based on the number of tests performed at the testing frequency detailed in Exhibit "B". The total contract amount for Base Work during the twelve (12) month extension period shall not exceed **SIX THOUSAND EIGHT HUNDRED FORTY AND 00/100 (\$6,840.00)**.

2.3. Notwithstanding, Exhibit E, Schedule I.A.1. of the Agreement, the unit prices set forth for Additional Pump Maintenance will be as follows:

- a. Cost per booster pump testing service, **\$190.00 ea./per completed test.**

2.4. Notwithstanding Exhibit C, 2.E. of the Agreement, for the period of this **Second Extension Agreement** and except as specifically approved by subsequent action of the CSD Board or City Manager as directed by the CSD Board, the Director or their designated appointee may not authorize additional work pursuant to this **Second Extension Agreement** in excess of the cumulative total of **NINETEEN THOUSAND SIX HUNDRED AND 00/100 (\$19,600.00)** which is more fully described in Exhibit "B".

SECTION 3. DEPARTMENT OF INDUSTRIAL RELATIONS:

3.1. Contractor and all approved subcontractors must provide proof of contractor registration with the California Department of Industrial Relations annually. Registration can be filed on the following website:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

SECTION 4. ORIGINAL AGREEMENT:

4.1. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.


SIGNATURE PAGE FOLLOWS

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IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement

Moreno Valley
Community Services District

Contractor: Variable Speed Solutions, Inc.

By: 
Title: City Manager, Acting in the
capacity of District Manager to
the Moreno Valley Community
Services District

By: 
Title: (President or Vice President)

Date: 3-8-16

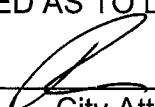
Date: 2-22-16

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:


City Attorney

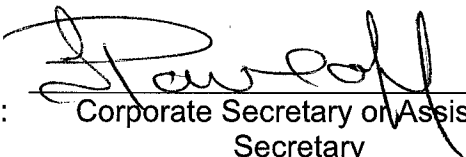
3-7-16

Date

RECOMMENDED FOR APPROVAL:


Department Head

3/8/16
Date


e: Corporate Secretary or Assistant
Secretary

e: 2/22/16

Affix Corporate Seal Below

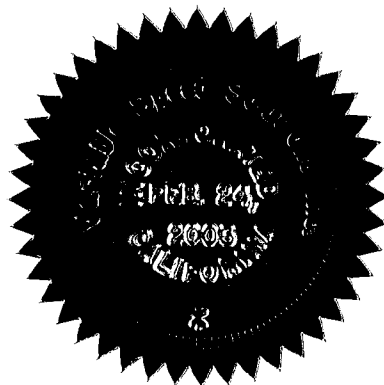


EXHIBIT A

Irrigation Pump Stations	
Area/Tract	Address/Location
D (Tract 31591)	12949 Morrison Street
E-14 Mahogany Fields	26482 Cottonwood
E-14 Mahogany Fields	13540 Morrison
E-14 Mahogany Fields	13960 Morrison
D (Tract 22889)	24518 Krameria
D (Tract 30967)	24615 Krameria
E-4 Moreno Valley Ranch - East	28976 Cactus
D (Tract 31268)	28772 Cottonwood
D (Tract 31284)	28451 Cottonwood
E-3 - Moreno Valley Ranch - West	15302 Caballo Road
E-1 Towngate	22871 Centerpoint
E-1 Towngate	Towngate Blvd (S/W corner)
E-12 Stoneridge Ranch	13028 Nason
E-12 Stoneridge Ranch	12990 Nason
NPDES (Tract 31327)	13960 Morrison WQB
M - Medians	29642 Eucalyptus Ave.
D (Tract 32625)	13547 Redlands East
NPDES (Tract 31269-1)	28943 Canterbury ¹
NPDES (Tract 32625)	Redlands WQB East ²

Notes:

¹ Pump not in use, no maintenance service currently required for this location.

² Pump facility has not been accepted by the City for maintenance.

EXHIBIT B

Service Area		FY 2016/17 Base Work			FY 2016/17 Additional Work	FY 2016/17 Contract Amt By Area
Zone	No. of Pumps	Testing Frequency	Per Test Cost Per Pump	Total Testing Cost Per Zone/Area	Estimated Additional Work Amounts	Not To Exceed (NTE) Amount
D	6	Bi-Annual	\$ 190.00	\$ 2,280.00	\$ 5,000.00	\$ 7,280.00
01	2	Bi-Annual	\$ 190.00	\$ 760.00	\$ 2,000.00	\$ 2,760.00
03	1	Bi-Annual	\$ 190.00	\$ 380.00	\$ 1,000.00	\$ 1,380.00
04	1	Bi-Annual	\$ 190.00	\$ 380.00	\$ 1,000.00	\$ 1,380.00
05	2	Bi-Annual	\$ 190.00	\$ 760.00	\$ 4,000.00	\$ 4,760.00
06	3	Bi-Annual	\$ 190.00	\$ 1,140.00	\$ 4,000.00	\$ 5,140.00
M	1	Bi-Annual	\$ 190.00	\$ 380.00	\$ 600.00	\$ 980.00
NPDES	2	Bi-Annual	\$ 190.00	\$ 760.00	\$ 2,000.00	\$ 2,760.00
Totals	18			\$ 6,840.00	\$ 19,600.00	\$ 26,440.00