

## INDEPENDENT CONTRACTOR AGREEMENT

SD 2015-02

### IRRIGATION PUMP MAINTENANCE SERVICES

This Agreement, herein referred to as "Agreement" or "Contract" is made by and between the City of Moreno Valley, a California municipal corporation, and the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552 hereinafter referred to as "City" and Variable Speed Solutions, Inc., a corporation, with its principal place of business at 16182 Gothard Street, Suite I, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and,
- B. Contractor desires to perform and assume responsibility for the provision of professional landscape irrigation pump repair, maintenance and testing services required by the City based upon on the term and conditions set forth in this Agreement. Contractor represent that it is experience in providing professional landscape irrigation pump repair, maintenance and testing services and is licensed in the State of California; and,
- C. The City desires to engage Contractor to render such services for landscape irrigation pump repair, maintenance and testing services; and,
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

#### 1. CONTRACTOR INFORMATION:

Contractor's Name	Variable Speed Solutions, Inc.
Street Address	16182 Gothard Street, Suite I
Street Address	
City, State, Zip	Huntington Beach, CA 92647
Mailing Address	Same as above
(If same as Street Address, write same or same as above)	
Business Phone (with area code)	(714) 847-5957
Cell or Mobile Phone (with area code)	(714) 330-6615
Other Contact Number (with area code)	
Fax Number	(714) 847-5958

Email Address	<u>brian@variablespeedsolutions.com</u>
Business License Number	<u>20678</u>
Federal Tax ID Number	<u>45-0508795</u>
Contractor's License Number & Classification	<u>665995 C-10 &amp; C-20</u>

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor for the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contract Starting Date is July 1, 2014 and the Contract Ending Date is June 30, 2015 unless terminated earlier as provided herein. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The City acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors) and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal submittal documents including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

**3. STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any

employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of the City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: [INSERT NAME(S)].
- F. City's Representative. The City hereby designates the City Manager/City Manager in the capacity of District Manager to the Moreno Valley Community Services District, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely

responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the service to be performed, a threat to the safety of persons or property, or any employee who fails or refuses to perform the requisite services in a manner acceptable to the City, shall be promptly removed from by the Contractor and shall not be allow to perform any future services for the City.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority (Housing Authority), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the District and the Moreno Valley Housing Authority, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the District, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the District, and their officers, agents and employees

as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the District, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the District, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided .

- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and District against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Contract. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Workers' Compensation Coverage" is signed, notarized and attached to this Agreement

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

☐ Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

☒ Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley and the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of all parties.
- N. Entire of the Agreement. This Agreement constitutes the entire Contract between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the proposal attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by all parties. Assignment of this Agreement is prohibited without prior written consent.
- O. Termination.
1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or

continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination .

2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
  3. If this Agreement is terminated as provided herein, the City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
  4. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.
- Q. Restrictions on City and City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Contract. No officer or employee of the City shall have any financial interest in this Contract in violation of federal, state, or local laws.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

- S. Delivery of Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate),:

To Contractor: Variable Speed Solutions, Inc.

16182 Gothard Street, Suite I

Huntington Beach, CA 92647

Brian Pavloff

(714) 847-5957

brian@variable speedsolutions.com

To City: CITY OF MORENO VALLEY AND  
THE MORENO VALLEY COMMUNITY SERVICES DISTRICT  
Financial & Management Services Department  
Special Districts Division  
14331 Frederick Street, Suite 2  
P. O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Sharon Sharp, Senior Management Analyst  
Telephone number: 951.413.3480  
Email address: specialdistricts@moval.org

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. The City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,



privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SIGNATURE PAGE TO FOLLOW:

**SIGNATURE PAGE**

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement CITY MANAGER'S SIGNATURE ON SEPARATE PAGE

City of Moreno Valley/ City of Moreno Valley  
Community Services District  
By: [Signature]  
Title: Mayor and Mayor, acting in the  
capacity of President of the Board of  
Directors of the Moreno Valley  
Community Services District

Variable Speed Solutions, Inc.

By: [Signature]  
Title: (President or Vice President)

Date: 6-23-14

Date: 06-04-2014

<b><u>INTERNAL USE ONLY</u></b>
ATTEST: <u>[Signature]</u> City Clerk
APPROVED AS TO LEGAL FORM: <u>[Signature]</u> City Attorney
<u>6-18-14</u> Date
RECOMMENDED FOR APPROVAL: <u>[Signature]</u> Department Head
<u>6/19/14</u> Date

By: [Signature]  
Title: Corporate Secretary or Assistant  
Secretary  
(If applicable)  
Date: 06-04-2014

Affix Corporate Seal Below  
(If applicable)



All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

**General Partners must sign on behalf of the partnership.**

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

SIGNATURE PAGE

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

City of Moreno Valley/City of Moreno Valley  
Community Services District

By: 

Title: City Manager acting in the capacity of  
District Manager to the Moreno Valley  
Community Services District

Date: 6.25.14

## **EXHIBIT A**

### **SD 2015-02 IRRIGATION PUMP MAINTENANCE SERVICES**

#### **1. GENERAL PROVISIONS - SCOPE OF WORK**

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of maintenance and repair of irrigation pump stations within the boundaries of the various City LMDs and/or zones of the District as determined in the resolutions of the City Council and/or Community Services District Board establishing said LMDs and/or zones, and as said boundaries may have been heretofore or may be hereafter altered.
- B. All work shall be performed in accordance with the usual and customary industry practices for the maintenance and repair of irrigation pump stations. The Director will inspect all the operations and approve or reject the work performed, and method and materials used, and make changes in work scheduling.

#### **2. GENERAL PROVISIONS – ESTIMATED QUANTITIES**

- A. The estimated quantities given in Exhibit E Schedule II - Bid Schedule are approximate only, being given as a basis for the comparison of proposals. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any bid items of work, as may be deemed to be necessary or advisable by the Director.

#### **3. GENERAL PROVISIONS - SCHEDULING OF WORK**

- A. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall contact City field staff to inform them of this circumstance, and to discuss possible date(s) for the resumption of work. Failure to so advise the City field staff may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

- B. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

#### **4. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES**

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the City deducting payment of all or part of the Contractor's compensation, as described in Exhibit C, Section 3.

- B. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.

Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3, paragraph E below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week.

During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C, Section 4.

- C. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- |   |  |
|---|--|
| 1. City Manager                         | 6. Street Maintenance Supervisor       |
| 2. Financial & Mgmt. Services. Director | 7. Senior Landscape Services Inspector |
| 3. Police Department                    | 8. Landscape Services Inspector        |
| 4. Fire Department                      | 9. Landscape Irrigation Technician     |
| 5. Special Districts Division Manager   |  |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C, Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

## **5. GENERAL PROVISIONS - CONTRACTOR'S STAFF**

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's personnel must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background and communication skills to ensure the accomplishment of work which will be acceptable to the Director. Any order or communication given to the Contractor's personnel shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations.

Shirts shall be worn at all times and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C, Section 4.

- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

## **6. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES**

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

## **7. GENERAL PROVISIONS - COMPLAINTS**

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the City to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C, Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth herein Exhibit A, Section 4, paragraph B.
- C. In addition to the provisions of Exhibit A, Section 6, paragraph A, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Agreement by Contractor, the City may immediately upon written notice to the Contractor terminate this Agreement.

## **8. GENERAL PROVISIONS - SAFETY**

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.



- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2012 (or most current revised version) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m. or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3, or assessment of non-performance penalties per Exhibit C, Section 4. Repeated failure to comply with the provisions of this section may result in termination of the Agreement, per the terms of the independent Contractor Agreement, Section 3, paragraph O.

## **9. LICENSES AND PERMITS**

The Contractor shall, without additional expense to the City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

## **10. PREVAILING WAGE**

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley and the Moreno Valley Community Services District have obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate and scale as required by the Labor Code.

- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached Agreement by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

## **11. PAYROLL RECORDS**

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request, certified payroll records for each workman employed in connection with this Contract as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

## **12. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this Agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense and shall be completed within the time limits established by the Director.

## **13. CONTRACTORS LICENSE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

## **14. TECHNICAL PROVISIONS**

### **A. GENERAL TECHNICAL REQUIREMENTS**

- 1. During the entire term of the agreement, Contractor and subcontractor, if any, shall hold a valid California State Contractors License Class C-10.

2. Contractor shall perform comprehensive testing and maintenance twice (2 times) per fiscal year (from each July 1<sup>st</sup> to June 30<sup>th</sup>) of the irrigation booster pumps located within the City's landscaped service areas to ensure proper operation. Testing shall occur during the months of July and January each year for each location listed in Exhibit A Section 15 and include any additional areas that may be added after the commencement of this Contract or any extension thereof.
3. Contractor shall perform such irrigation booster pump maintenance, repairs, replacements, etc. in compliance with The National Electrical Code, 2014 Edition (or most current), as published by the National Fire Protection Association as well as applicable Federal, State, and local agency laws and regulations.
4. All electrical equipment used shall conform to the standards of the National Electrical Manufacturers Association (NEMA), the Underwriters Laboratories Inc. (UL), or the Electronic Industries Association as described in Section 209 of the "Greenbook" Standard Specifications for Public Works Construction 2009 Edition (or most current).
5. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

**B. MAINTENANCE AND REPAIR PROCEDURES**

1. Pumps
  - (a) Adjust packing as necessary;
  - (b) Check sniffer valve;
  - (c) Clean bleed lines;
  - (d) Inspect shaft for wear and scoring;
  - (e) Tighten bolts as necessary;
  - (f) Check head shaft adjustment nut and lubricate;
  - (g) Acid clean pump heads;
  - (h) Perform deadhead pressure and amp readings
2. Motors:
  - (a) Perform megger motor insulation test ;
  - (b) Check motor leads at motor connection box;

- (c) Lubricate motor bearings per manufacturers guidelines;
  - (d) Tighten bolts as necessary;
  - (e) Check for vibration;
  - (f) Check for bearing noise;
  - (g) Change motor oil;
  - (h) Clean intake and exhaust screens;
  - (i) Blow out windings with compressed nitrogen as necessary
3. Valves:
- (a) Check station isolation valves;
  - (b) Check pump isolation valves;
  - (c) Check pump check valves
4. Hydraulic Control and relief valves
- (a) Acid clean control line strainer;
  - (b) Blow out control lines;
  - (c) Flush bonnet;
  - (d) Polish stem;
  - (e) Replace o-rings as necessary;
  - (f) Check micro switches;
  - (g) Inspect valve body;
  - (h) Check CRL interstage pilot control and calibrate to design pressure;
  - (i) Check CRD downstream pilot control and calibrate to design pressure;
  - (j) Check CRL surge pilot control and calibrate to design pressure;
  - (k) Check CRL relief pilot control and calibrate to 15 psi above set point;
  - (l) Test valve operation.

5. Filtration.
  - (a) Test control circuits;
  - (b) Check timer settings and adjust as necessary;
  - (c) Acid clean control line strainers for all filtration circuits;
  - (d) Check pressure drop across main line filter;
  - (e) Check heat exchanger solenoid valve and operation;
  - (f) Check flush line valve operation;
  - (g) Check automatic lake screen operation; Check CRL relief pilot control and calibrate to 15 psi above set point.
6. Tank and skid.
  - (a) Check air release valve;
  - (b) Check bladder;
  - (c) Check recycle probes and acid clean as necessary;
  - (d) Check recycle compressor belts;
  - (e) Check recycle compressor oil and change as necessary;
  - (f) Check skid for corrosion and decay;
  - (g) Clean skid and wash down as necessary.
7. Variable speed drive.
  - (a) Perform visual inspection of circuit boards and components;
  - (b) Check connections;
  - (c) Blow out all boards and components;
  - (d) Check cooling fan operations;
  - (e) Check fault log;
  - (f) Check volts/hertz setting and calibrate as necessary;
  - (g) Test drive operation.

8. Control logic.
  - (a) Check low discharge pressure safety;
  - (b) Check high discharge pressure safety;
  - (c) Check low level safety operation;
  - (d) Acid clean level probes;
  - (e) Check phase monitor setting and calibrate;
  - (f) Check high temperature safeties,
  - (g) Check loss of prime safety;
  - (h) Check remote well/lake fill controls;
  - (i) Check lead /lag operation;

## 15. PROJECT LOCATIONS

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	Towgate Blvd (S/W corner)
E-12 Stoneridge Ranch	13028 Nason
E-12 Stoneridge Ranch	12990 Nason
NPDES (Tract 31327)	13960 Morrison WQB
M - Medians	Eucalyptus Ave. (Skechers)
D (Tract 32625)	13547 Redlands East
NPDES (Tract 31269-1)	28943 Canterbury <sup>1</sup>
NPDES (Tract 32625)	Redlands WQB East <sup>2</sup>

Notes:

<sup>1</sup> Pump not in use, no maintenance service currently required for this location.

<sup>2</sup> Pump facility has not been accepted by the City for maintenance.

## **EXHIBIT B: City Responsibilities**

### **SD 2015-02 IRRIGATION PUMP MAINTENANCE SERVICES**

#### **1. GENERAL**

The City will furnish any necessary permits, and coordinate Contractor's maintenance operations with the City's maintenance vendors

#### **2. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the Financial and Management Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.
- C. The Director will inspect all the operations and approve or reject the work performed, and methods and materials used.

#### **3. EXCESSIVE UTILITY USAGE**

Contractor shall pay for all excessive utility usage due to Contractor's failure to perform maintenance and repairs as listed in Exhibit A, Section 14 B of the Technical Provisions. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from the City, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations



## EXHIBIT C: Payment Terms

### SD 2015-02 IRRIGATION PUMP MAINTENANCE SERVICES

#### 1. CONTRACTOR'S COMPENSATION

- A. The Contractor will electronically submit an invoice to be paid monthly per site for work performed satisfactorily under this Contract and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following: 1) maintenance and repairs performed; 2) complaints received; 3) hazards noted in the prior month; and 4) a detailed invoice for the work performed in accordance with the Contract price, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. At no time will the City pay for more service than has been satisfactorily completed and the City's determination of the amount due shall be final.

**The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org).** Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Financial & Management Services Department at [specialdistricts@moval.org](mailto:specialdistricts@moval.org). Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml).
- C. Except where additional compensation is specifically provided for in this Contract, the City will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract one (1) month in arrears, on the last day of the month. The basis for calculating Contractor's compensation for work performed shall be the unit pricing set forth in Exhibit E, Schedule II - Bid Schedule, Section A. The total contract amount for twelve (12) months shall not exceed ~~seven thousand two hundred twenty~~ dollars and no 0 cent /100 (\$7,220.<sup>00</sup>), except as provided for in Section 2 below.

- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall\\_forms.shtml#bf](http://www.moval.org/city_hall_forms.shtml#bf).
- E. The minimum information required on all invoices includes:
  - 1. Vendor Name, Mailing Address and Phone Number
  - 2. Invoice Date
  - 3. Location Services were Testing and/or Services were Performed
  - 4. Vendor Invoice Number
  - 5. City– provided Reference Number (Project No. and Title)
  - 6. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City.
- H. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## 2. **ADDITIONAL WORK**

- A. During the term of this Contract, the City may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Exhibit C, Section 2, paragraph C herein ("Additional Pump Stations").

If the City determines it to be in the City's best interest, said Additional Work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft,

and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II – Bid Schedule, Section B or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis) as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force.
- C. The Contractor shall, as Additional Work, perform booster pump testing at a price comparable to that set forth in Exhibit E, Schedule II - Bid Schedule, Section A for pumps added to parkway and/or median landscape areas that the City may add to the Contract during the initial term or any extension thereof.
- D. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A, B, and C above in excess of the cumulative total of 17,470.00 *msw* ~~(\$1,470.00)~~ for each contract year during the term of this Contract.

### 3. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

### 4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety including but not limited to wearing of appropriate work attire; submit notifications or reports required by the Contract, or General Provisions at the intervals and/or frequencies set forth therein; or;

perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.

## **5. TIME FOR PERFORMANCE**

The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization as specified in the Notice to Proceed and to diligently prosecute the contracted work noted on the Bid Schedule.

## **EXHIBIT D: Term of Contract**

### **SD 2015-02 IRRIGATION PUMP MAINTENANCE SERVICES**

#### **1. TERM OF CONTRACT**

- A. Following approval by all parties, the Contract will commence on July 1, 2014, and shall terminate June 30, 2015, (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of all parties. Written notice of the City's intent to invoke this subsection of the Contract (Exhibit D, Section 1, paragraph B) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B above, the City shall determine the following:
  - That the Contractor's performance during the preceding twelve months has been satisfactory; and,
  - That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.
- D. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract (Exhibit D, Section 1, paragraph D) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

**EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS**

**SD 2015-02  
IRRIGATION PUMP MAINTENANCE SERVICES**

SD 2015-02  
IRRIGATION PUMP MAINTENANCE SERVICES

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I. SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Variable Speed Solutions, Inc

TYPE

- Sole proprietor \_\_\_\_\_
- Partnership \_\_\_\_\_
- Corporation X

B. COMPANY ADDRESS (STREET): 11682 Gothard Street Ste: I

(CITY, STATE, ZIP): Huntington Beach, CA 92647

C. COMPANY ADDRESS (MAILING): Same as above

(CITY, STATE, ZIP): Same as above

D. BUSINESS PHONE NUMBER(with area code): (714) 847-5957

E. SATELLITE OFFICE ADDRESS (if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. SATELLITE OFFICE PHONE NUMBER: \_\_\_\_\_

G. CONTRACTOR'S LICENSING INFORMATION

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 665995

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 21 years

3. LICENSE EXPIRATION DATE: 5/31/14

4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 45-0508795

C. NAME AND TITLE(s) OF COMPANY OFFICERS: \_\_\_\_\_

Brian Pawloff  
Brian Pavloff

President  
Secretary / Treasurer

## II. SCHEDULE I – REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. List a minimum of three (3) references for public agency landscape maintenance contracts that are either current and/or have been successfully completed within the last two (2) years.

B. Reference responses must include:

1. Name and address of agency;
2. Name and telephone number of agency person responsible for administering contract;
3. Contract name(s) / number(s);
4. Annual contract amount(s);
6. Length of contract(s).

C. The following reference questions will be asked of each agency referenced:

1. How many (number) of contracts and years under contract?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?
13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?



14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

\* See references  
on next page

## Schedule I- References

### Reference 1-

The City of Moreno Valley

14331 Frederick Street Moreno Valley, CA 92553

Robert Flores 951-413-3471

Preventative Pump Station Maintenance

Renewed every 5 years

Annual Contract Amount- \$3,610.00

### Reference 2-

City of San Dimas

245 E. Bonita Avenue

San Dimas, CA 91773

Daniel Ford 909-208-8398

Preventative Pump Station Maintenance

Annual Contract Amount- \$1360.00

Renewed yearly

### Reference 3-

City of Vista Public Works

1164 E. Taylor Street

Vista, CA 92084

Keith Gardner 760-975-6702

Preventative Pump Station Maintenance

Annual Contract Amount- \$2280.00

Renewed every year

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor as follows:

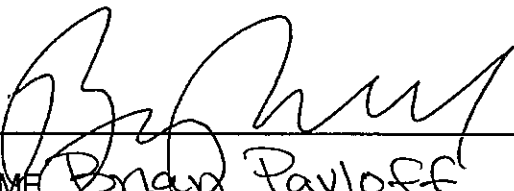
[illegible]

**X. SCHEDULE I - CERTIFICATION OF NON-DISCRIMINATION**

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

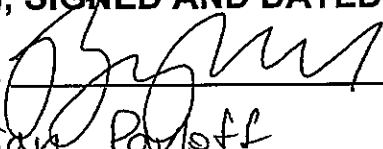
SIGNATURE   
PRINTED NAME Brian Pavloff  
TITLE President  
COMPANY NAME Variable Speed Solutions, Inc  
DATE 4-2-14

## XI. SCHEDULE I - PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and Variable Speed Solutions Inc, and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Variable Speed Solutions Inc to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT  
(PRINTED), SIGNED AND DATED**

SIGNATURE   
NAME Brian Parloff  
TITLE President  
COMPANY NAME Variable Speed Solutions Inc.  
DATE 4-2-14

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

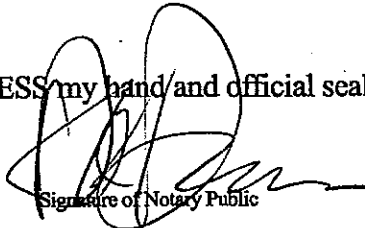
On 4-2-14 before me, Deanne K. Dodge-Krows,  
(Here insert name and title of the officer)

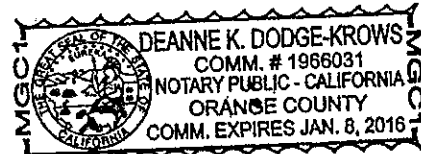
personally appeared Brian Pavloff

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 4-2-14

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☒ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document

## I. SCHEDULE II - BID SCHEDULE

PROPOSER: Variable Speed Solutions Inc.  
(Company Name)

### A. UNIT PRICES:

1. Cost per booster pump maintenance service @ \$ 190 ea. visit

SITE	NO OF PUMPS	COST PER PUMP	TOTAL COST PER AREA
ZONE D LANDSCAPE MAINTENANCE AREAS	6	\$190.00	\$1,140.00
E-1 TOWNGATE	2	\$190.00	\$380.00
E-3 MORENO VALLEY RANCH - WEST	1	\$190.00	\$190.00
E-4 MORENO VALLEY RANCH - EAST	1	\$190.00	\$190.00
E - 12 STONERIDGE RANCH	2	\$190.00	\$380.00
E-14 MAHOGANY FIELDS	3	\$190.00	\$570.00
M - LANDSCAPED MEDIANS	1	\$190.00	\$190.00
NPDES - BASINS	3	\$190.00	\$570.00
TOTALS	19	\$190.00	\$3610.00

The Total Proposal Amount \*2 visits per year 3610 x 2 = 7,220.00 per

Figures: \$7220.00 and 0 /100's Dollars

Words: Seven thousand two hundred twenty-two dollars and 0 <sup>cents</sup> /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the purpose of providing maintenance and repairs of irrigation pump stations.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance and repairs of irrigation pump stations as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 has/have been received and is/are made a part of this proposal.

[Signature] President  
(AUTHORIZED SIGNATURE AND TITLE) 4-2-14  
(DATE)

**B. ADDITIONAL WORK PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Additional Work including, but are not limited to, Emergency Work shall be quoted per Exhibit C, Subsections 2. a, b and c.

**UNIT PRICE LIST:**

- |  |   |                  |          |
|--|---|------------------|----------|
| 1. Repair Work   | @ | \$ <u>105</u>    | per hour |
| 2. Emergency Repairs                                     | @ | \$ <u>157.50</u> | per hour |
| 3. Replacement Parts Supplied at Contractor's Price Plus |   | <u>20</u>        | %        |
| 4. Discount Terms <u>0</u> % Net <u>N/A</u> Days         |   |                  |          |

Advance notice of 2 hours required for service during normal business hours.

PROPOSER: Variable Speed Solutions Inc.  
(Company Name)

[Signature] President  
(AUTHORIZED SIGNATURE AND TITLE) 4-2-14  
(DATE)



## II. SCHEDULE II - CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

**TOTAL BASE COMPENSATION AMOUNT** (From Exhibit E, I, "Schedule II - Bid Schedule"):

seventhousandtwohundredtwentydollarsandnocents  
(Dollar Amount in Words)

\$7,220.00

(Dollar Amount in Figures)

Date: 4-2-14

Proposer: Variable Speed Solutions Inc  
(Company Name)

By: [Signature] Brian Parkoff  
(Signature)

Title: President

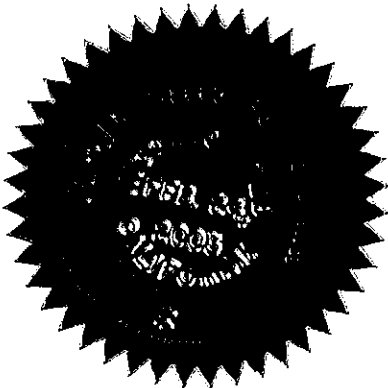
State License Number and Classification: 665995 C20, C10

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT [Signature]

SECRETARY [Signature]

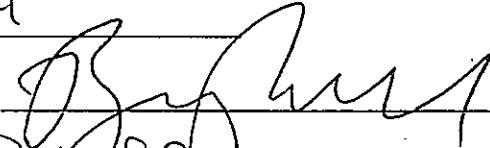


### III. SCHEDULE II - AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a ~~certified check~~, or a ~~Proposal Surety Bond~~ for \$722.00, payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/26/14

Signature of Proposer 

By Brian Pavloff

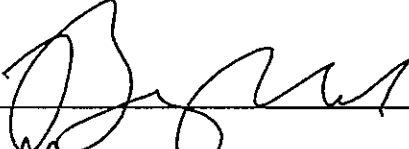
Address of Proposer 14182 Gothard Street Suite 1  
Huntington Beach, CA 92647

Telephone Number of Proposer (714) 847-5957

Names and Addresses of Members of the Company:

Brian Pavloff 8581 crockett circle Westminster Ca 92683

(If a Corporation)

Signature of Proposer 

By Brian Pavloff

Title President

Business Address 14182 Gothard Unit I H.B. Ca. 92647

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

California

State License Number and Classification

465995 C-20, C10

PRESIDENT

Brian Pavloff

SECRETARY

Brian Pavloff

TREASURER

Brian Pavloff

(Corporate Seal)



**IV. SCHEDULE II - PROPOSAL SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we N/A  
\_\_\_\_\_, as  
principals, and \_\_\_\_\_, a duly  
authorized corporate surety: Business Address \_\_\_\_\_

Phone ( ) \_\_\_\_\_, are held and firmly bound unto the City of Moreno Valley, as Surety,  
in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), for payment of which  
sum well and truly to be made, we bind ourselves, and each of our heirs, successors,  
executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about  
to hand in and submit to the City Council and the City Council in its capacity as the Board of  
Directors of the Moreno Valley Community Services District, a proposal for **IRRIGATION  
PUMP MAINTENANCE SERVICES**, for the performance of the work therein mentioned, in  
compliance with the specifications therefore, under an invitation of said City Council and the  
City Council in its capacity as the Board of Directors contained in the Notice Requesting  
Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and  
said work be awarded to said principal thereupon by said City Council and/or City Council in  
Its Capacity as the Board of Directors, and if the said principal shall fail or neglect to enter  
into a Contract therefore within the required time, then in that case the undersigned obligors  
will pay to the City of Moreno Valley and/or the Moreno Valley Community Services District  
the full sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), as  
liquidated damages for such failure and neglect.

WITNESS our hands this 2<sup>nd</sup> day of April, 20 14.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

N/A

PRINCIPAL

CORPORATE SURETY

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

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

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

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

Tel. No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

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

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

Attorney-in-Fact

**SIGNING INSTRUCTIONS**

- The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

**V. SCHEDULE II - NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF Orange )§

(NAME) Brian Pavloff, affiant  
being first duly sworn, deposes and says:

That he or she is Sole Owner of  
(sole owner, partner or other proper title)

Variable Speed Solutions Inc.  
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Brian Pavloff Variable Speed Solutions Inc.

Bidder's Address: 16182 Gothard St. Unit E N.B CA 92647

Telephone No.: (714) 847-5957

  
(Signature of Bidder)

President  
(Title)

**ALL SIGNATURES MUST BE NOTARIZED**

*SEE Notarial Wording next page attached*

Assessor's Parcel Number	Property Owner	Development Status	FY 2014/15 Assessed Land Value	FY 2014/15 Assessed Structure Value	FY 2014/15 Total Assessed Value	Taxable Acres	FY 2014/15 Maximum Special Tax	FY 2014/15 Special Tax (3)	Bonded Indebtedness (1)
291-110-032	2250 TOWN CIRCLE HOLDINGS	Developed	\$ 12,447,969	\$ 49,575,392	\$ 62,023,361	31.09	\$ 138,350.50	\$ 26,230.94	\$ 648,817.33
291-110-033	2250 TOWN CIRCLE HOLDINGS	Developed	\$ 3,502,749	\$ 9,757,042	\$ 13,259,791	7.43	\$ 33,063.50	\$ 6,268.76	\$ 155,056.59
291-110-034	EL CORTE INGLÉS	Developed	\$ 6,484,525	\$ 10,989,956	\$ 17,474,481	9.58	\$ 42,631.00	\$ 8,082.74	\$ 199,923.04
291-110-035	SEARS ROEBUCK & CO	Developed	\$ 4,710,732	\$ 8,832,623	\$ 13,543,355	10.51	\$ 46,769.50	\$ 8,867.38	\$ 219,332.96
291-110-036	J C PENNEY PROP INC	Developed	\$ 6,910,676	\$ 11,933,706	\$ 18,844,382	10.13	\$ 45,078.50	\$ 8,546.78	\$ 211,402.98
291-110-037	MACYS CALF INC	Developed	\$ 5,181,806	\$ 9,539,235	\$ 14,721,041	11.41	\$ 50,774.50	\$ 9,626.72	\$ 238,115.09
Tax Rate Area 1 (59%)			\$ 39,238,457	\$ 100,627,954	\$ 139,866,411	80.15	\$ 356,667.50	\$ 67,623.32	\$ 1,672,656.00
291-110-039	COSTCO WHOLESALE CORP	Developed	\$ 5,859,065	\$ 9,789,426	\$ 15,648,491	12.69	\$ 48,856.50	\$ 9,431.20	\$ 233,279.82
291-110-040	NEAL T BAKER ENTERPRISES	Developed	\$ 851,063	\$ 649,896	\$ 1,500,959	0.79	\$ 3,041.50	\$ 587.12	\$ 14,522.36
291-110-041	CFT DEV	Developed	\$ 332,130	\$ 782,486	\$ 1,114,616	0.79	\$ 3,041.50	\$ 587.12	\$ 14,522.36
291-650-001	LEW LA FAYETTE PROP	Developed	\$ 999,600	\$ 1,978,800	\$ 2,978,400	1.50	\$ 5,775.00	\$ 1,114.80	\$ 27,574.47
291-650-002	WINCO FOODS	Developed	\$ 4,364,742	\$ 3,524,564	\$ 8,489,306	10.94	\$ 42,119.00	\$ 8,130.60	\$ 201,103.61
291-650-003	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 33,751	\$ 63,694	\$ 87,445	0.94	\$ 3,619.00	\$ 698.60	\$ 17,279.80
291-650-004	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 70,381	\$ 22,669	\$ 93,050	1.96	\$ 7,546.00	\$ 1,456.66	\$ 36,030.34
291-650-005	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 70,025	\$ 58,296	\$ 128,321	1.95	\$ 7,507.50	\$ 1,449.24	\$ 35,846.81
291-650-006	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 68,225	\$ 79,353	\$ 147,578	1.90	\$ 7,315.00	\$ 1,412.08	\$ 34,927.66
291-650-007	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 56,016	\$ 156,934	\$ 212,950	1.56	\$ 6,006.00	\$ 1,159.38	\$ 28,677.15
291-650-008	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 71,100	\$ 47,058	\$ 118,158	1.98	\$ 7,623.00	\$ 1,471.52	\$ 36,397.91
291-650-009	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 74,331	\$ 111,987	\$ 186,318	2.07	\$ 7,969.50	\$ 1,538.42	\$ 38,052.67
291-650-010	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 49,552	\$ 124,647	\$ 174,199	1.38	\$ 5,313.00	\$ 1,025.60	\$ 25,366.12
291-650-012	SDG INV	Undeveloped <sup>1</sup>	\$ 47,757	\$ 102,532	\$ 150,289	1.33	\$ 5,120.50	\$ 988.44	\$ 24,448.97
291-650-018	GATEWAY CO	Developed	\$ 541,008	\$ 1,412,980	\$ 1,953,988	1.05	\$ 4,042.50	\$ 780.36	\$ 19,302.13
291-650-001	GATEWAY CO	Developed	\$ 26,382	\$ 2,541,230	\$ 2,567,612	1.15	\$ 4,427.50	\$ 854.68	\$ 21,140.43
291-650-002	GATEWAY CO	Developed	\$ 1,113,022	\$ 2,075,749	\$ 3,188,771	1.23	\$ 4,735.50	\$ 914.12	\$ 22,610.67
291-650-003	MAX EXO	Undeveloped <sup>2</sup>	\$ 694,987	\$ 364,140	\$ 1,059,127	1.13	\$ 4,350.50	\$ 839.80	\$ 20,772.37
291-650-004	GALA DEV CO	Undeveloped <sup>1</sup>	\$ 1,010,589	\$ 99,161	\$ 1,109,750	1.13	\$ 4,350.50	\$ 839.80	\$ 20,772.37
291-650-009	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 4,771	\$ 83,193	\$ 87,964	0.84	\$ 3,234.00	\$ 624.28	\$ 15,441.51
291-650-010	MORENO VALLEY TWENTY FOUR HOUR	Developed	\$ 886,329	\$ 219,300	\$ 1,105,629	2.52	\$ 9,702.00	\$ 1,872.86	\$ 46,325.01
291-650-022	MORENO VALLEY TWENTY FOUR HOUR	Developed	\$ 535,600	\$ 45,900	\$ 581,400	1.52	\$ 5,852.00	\$ 1,129.66	\$ 27,942.03
291-650-024	GATEWAY CO	Developed	\$ 32,116	\$ 162,184	\$ 194,300	1.39	\$ 5,351.50	\$ 1,033.04	\$ 25,552.14
291-650-025	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 27,298	\$ 83,097	\$ 110,395	1.18	\$ 4,543.00	\$ 876.96	\$ 21,691.52
291-650-026	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 46,572	\$ 176,607	\$ 223,179	2.02	\$ 7,777.00	\$ 1,501.26	\$ 37,133.52
291-650-027	GATEWAY CO	Undeveloped <sup>1</sup>	\$ 26,375	\$ 108,006	\$ 134,381	1.14	\$ 4,389.00	\$ 847.24	\$ 20,956.40
291-650-028	AYRES MORENO VALLEY	Developed	\$ 2,512,312	\$ 5,934,355	\$ 8,446,667	2.76	\$ 10,626.00	\$ 2,051.22	\$ 50,736.73
291-650-029	PALMETTO HOSPITALITY OF MOR VALLEY	Developed	\$ 1,773,770	\$ 8,976,635	\$ 10,750,405	2.39	\$ 9,201.50	\$ 1,776.24	\$ 43,935.12
Tax Rate Area 2 (41%)			\$ 23,378,769	\$ 39,764,879	\$ 63,143,648	63.23	\$ 243,435.50	\$ 46,992.30	\$ 1,162,530.00
Total			\$ 62,617,226	\$ 140,392,833	\$ 203,010,059	143.38	\$ 600,103.00	\$ 114,615.62	\$ 2,835,000.00

<sup>1</sup>APNs which are Undeveloped, but have constructed certain parcel improvements.

<sup>2</sup>The building permit on this project has expired without completion of the structure and issue of a Certificate of Occupancy by the City Building Division for the intended use.

<sup>3</sup>The difference between the the annual special tax requirement and the applied special tax is \$0.38, which will be funded through available fund balance.

Source: Property Owners - Assessed Values - Riverside County Secured Property Tax Roll.

## EXHIBIT F: PREVAILING WAGE DETERMINATION

LOCALITY: RIVERSIDE COUNTY DETERMINATION: RV-2014-1				GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 2, SECTIONS 1770, 1773 AND 1773.1 FOR CONSTRUCTION, HIGHWAY, HEAVY CONSTRUCTION AND BRIDGING PROJECTS									
#	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE		
				BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY
#	BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, PORTER, CAULKER, CLEANER	02/22/2014	04/30/2014**	A 36.520	6.250	5.320	-	B 0.740	0.350	C 8.0	49.180	D 67.440	D 67.440
#	BRICKLAYER:												
#	MASON FINISHER	02/22/2014	04/30/2014*	A 26.110	6.250	6.800	-	E 0.650	0.350	C 8.0	40.160	D 53.220	D 53.220
#	BRICK TENDER	02/22/2014	06/30/2014**	28.370	6.810	6.000	G 3.900	0.650	0.470	C 8.0	46.200	60.390	60.390
#	BRICK TENDER:												
#	FORKLIFT OPERATOR	08/22/2013	06/30/2014**	28.820	6.810	6.000	G 3.900	0.650	0.470	C 8.0	46.650	61.060	61.060
#	CARPET, LINOLEUM, RESILIENT TILE LAYER	02/22/2014	12/31/2014**	H 29.850	5.080	4.800	2.050	0.630	0.200	8.0	42.610	I 57.540	I 57.540
J	MATERIAL HANDLER	02/22/2014	12/31/2014**	H 8.950	5.080	1.750	0.550	0.630	0.100	8.0	17.060	I 21.530	I 21.530
#	DRYWALL FINISHER												
#	DRYWALL FINISHER	02/22/2014	09/30/2014**	H 34.030	7.050	4.620	3.070	0.670	0.470	8.0	49.910	K 66.920	K 66.920
#	ELECTRICIAN:												
#	COMM & SYSTEM INSTALLER	02/22/2014	05/25/2014**	26.080	7.250	L 3.250	-	0.650	M 0.210	8.0	40.280	N 54.740	N 54.740
#	COMM & SYSTEM TECH.	02/22/2014	05/25/2014**	29.880	7.250	L 3.250	-	0.650	M 0.210	8.0	42.140	N 57.520	N 57.520
#	INSIDE WIREMAN, TECHNICIAN	02/22/2014	05/25/2014**	O 35.870	7.250	L 11.270	-	0.730	P 0.180	8.0	56.660	Q 75.220	Q 75.220
#	CABLE SPLICER	02/22/2014	05/25/2014**	O 36.870	7.250	L 11.270	-	0.730	P 0.180	8.0	57.690	Q 76.760	Q 76.760
#	FIELD SURVEYOR:												
R	CHIEF OF PARTY (08.87-010)	02/22/2014	09/30/2014**	43.010	11.200	7.450	G 4.150	0.900	0.150	8.0	66.860	N 88.360	N 88.360
R	INSTRUMENTMAN (08.87-034)	02/22/2014	09/30/2014**	40.510	11.200	7.450	G 4.150	0.900	0.150	8.0	64.360	N 84.610	N 84.610
R	CHAINMAN/RODMAN (669.567-010)	02/22/2014	09/30/2014**	39.930	11.200	7.450	G 4.150	0.900	0.150	8.0	63.780	N 83.740	N 83.740
#	GLAZIER	02/22/2014	05/31/2014**	T 38.950	U 6.500	12.890	V -	0.770	0.530	8.0	59.640	W 78.120	W 78.120
#	MARBLE FINISHER	08/22/2013	05/31/2014*	X 27.880	7.940	2.710	-	0.810	0.330	Y 8.0	39.670	Z 53.610	AA 53.610
#	PAINTER:												
AC	PANTER, LEAD ABATEMENT	08/22/2013	06/30/2014**	O 29.820	7.050	3.040	1.050	0.590	0.820	8.0	42.370	AD 57.280	AD 57.280
AC	REPAIR PAINTER, LEAD ABATEMENT	08/22/2013	06/30/2014**	O 26.490	7.050	3.040	1.050	0.590	0.820	8.0	39.040	AE 52.280	AE 52.280
AC	INDUSTRIAL PAINTER	02/22/2014	06/30/2014**	O 30.220	7.050	3.040	1.050	0.590	0.820	8.0	42.770	AD 57.880	AD 57.880
AC	INDUSTRIAL REPAIR PAINTER	08/22/2013	06/30/2014**	O 26.850	7.050	3.040	1.050	0.590	0.820	8.0	39.400	AE 52.830	AE 52.830
#	PLASTERER	08/22/2013	07/31/2014*	30.910	8.380	4.210	AF 5.200	0.840	0.960	AG 8.0	50.200	65.650	65.650
#	PLASTER TENDER	08/22/2013	06/05/2014*	30.000	6.810	5.400	AF 5.000	1.000	0.990	8.0	49.200	AJ 64.200	AJ 64.200
#	PLASTER CLEAN-UP LABORER	08/22/2013	08/05/2014*	27.450	6.810	5.400	AF 5.000	1.000	0.990	8.0	46.650	AJ 60.380	AJ 60.380
#	PLUMBER:												
#	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2013	06/30/2014**	X 40.570	7.760	AK 10.800	AL 3.030	1.800	AM 0.650	8.0	64.410	AN 85.410	AN 85.410
#	SEWER AND STORM DRAIN PIPELAYER	08/22/2013	06/30/2014**	X 31.500	7.650	AK 7.950	AL 1.000	1.330	AM 0.650	8.0	50.080	65.530	65.530
AO	SEWER AND STORM DRAIN PIPE SERVICE REPAIR (PLUMBER/HVAC FITTER)	08/22/2013	06/30/2014**	X 16.410	7.650	0.380	-	0.760	AM 0.500	8.0	25.700	Y 33.110	Y 33.110
#	LANDSCAPE IRRIGATION FITTER	08/22/2014	06/30/2014**	X 39.230	7.760	AK 10.480	AL 3.030	0.930	AM 0.850	8.0	62.080	AP 82.420	AP 82.420
#	LANDSCAPE IRRIGATION FITTER	02/22/2014	06/30/2014**	X 26.070	7.760	AK 10.800	AL 2.480	0.990	AM 0.450	Y 8.0	48.560	62.840	62.840
AR	LANDSCAPE IRRIGATION TRADESCMAN	02/22/2014	06/30/2014*	X 13.040	2.000	AK 0.880	-	0.100	AM 0.450	Y 8.0	16.470	22.990	22.990