

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of fuel site Designated Operator, maintenance, and repair services ("Agreement") is made and entered in this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and AW Associates, Inc., ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 Effective July 1, 2020, City hereby engages Contractor to perform fuel site Designated Operator, maintenance, and repair services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Christopher Boatman, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The effective term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any

Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Sixty Four Thousand Three Hundred Thirty Dollars (\$64,330) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of Sixty Four Thousand Three Hundred Thirty Dollars (\$64,330) for the first Extended Term; and Sixty Four Thousand Three Hundred Thirty Dollars (\$64,330) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of One Hundred Ninety Two Thousand Nine Hundred Ninety Dollars (\$192,990). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit C "~~B~~," titled "~~Price~~ and Fee Information," which is attached hereto and incorporated herein by reference. ~~FEF~~
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonadlson@cityofredlands.org
(909) 798-7531

Contractor
Kathy Wilkerson, President
AW Associates, Inc.
PO Box 2903
Corona, CA 92878
Kathy@awassociatescorp.com
(951) 372-9319
(951) 346-3133

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

AW ASSOCIATES, INC.

By: 
Paul W. Foster, Mayor

By: _____
Kathy Wilkerson, President

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall provide Designated Underground Storage Tank (UST) Operator Services as well as testing, maintenance and repair services for its UST/AST fuel sites.

Contractor must be a certified California UST System Operator. Services will include 30 Day inspections, annual & triennial testing, compliance management, maintenance, and repairs as required by Federal, State, and Local regulations pertaining to UST and AST.

City Corporate Yard - Hours of Operation:

Monday through Friday open from 6am to 5pm.

LICENSE/CERTIFICATES

Contractor, Contractor's Employees and Contractor's Subcontractors shall provide copies of valid licenses and certificates for testing and repair of Monitoring systems, Tank and Piping systems, Dispensers, and related Equipment, including but not limited to (Veeder Root) Monitoring Equipment, Secondary Containment (SB989), Vapor Recovery, Healy, Contractors License, and HazWoper Certificates for each employee and/or subcontractor and their employees who may be on the job site. These licenses and certificates shall be kept up to date and current during the entire duration of the contract and must be presented upon request by any Federal, State, or Local Official. No Contractor, Contractor's Employees and Contractor Subcontractors shall perform work on Equipment for Sites that require such licenses or certificates without said license/certificate being current and valid.

LIQUIDATED DAMAGES

Uninterrupted fuel provision at City sites is our goal. Time is of the essence. If response by contractor to the site is not within the time stated, contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and those damages for such delay would be impractical or extremely difficult to determine. The parties agree that the sum of \$125 per hour (for Emergency Service calls) for each hour of delay for each situation shall be fixed as liquidated damages (and not as penalty or forfeiture for breach). Liquidated damages shall apply where response is delayed beyond the time stated.

WARRANTY

Contractor shall warrant/guarantee all parts and work done hereunder against; failure due to defective material and/or faulty workmanship from date of acceptance of the work by the City of Redlands for a minimum of one (1) year.

State warranty period for workmanship/labor One (1) year

State warranty period for parts/equipment One (1) year

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc	
PRIMARY CONTACT:	
Contact Name:	Katie Wilkerson
Contact Direct Phone:	(951) 317-7143
Contact Fax:	(951) 346-3133
Contact E-mail:	Katie@awassociatescorp.com

REPAIR & MAINTENANCE

Provide the following information listed below:

Normal Business Hours: 8 A.M. to 5 P.M.

After-hours Phone Number: (951) 313-3934

EMERGENCY SERVICE CALLS

- Response by phone required within thirty (30) minutes and onsite response required within two (2) hours of service call. Liquidated damages shall apply if response by contractor to the site is not within the time started.
- No more than one (1) Service Technician shall be allowed per service call without prior approval from the City.

EXHIBIT "B"

SPECIFICATIONS

Contractor shall have valid Designated UST Operator(s) certification(s). A list of employee names, qualifications including copies of current International Code Council (ICC) certification(s) and expiration dates for persons conducting the Designated UST Operator services shall be provided with the bid. The City would prefer that the Designated Operator is also an ICC Certified UST Service Technician.

The Designated UST Operator shall provide general oversight of the UST program with specific emphasis on regulatory compliance issues. The Designated UST Operator shall fulfill the responsibilities set out in Title 23 of the California Code of Regulation, Chapter 16, Statute §2715 and §2716.

REQUIREMENTS	COMMENTS
1. 30-Day Inspections- Inspections shall include, but not be limited to the following:	
1a. <u>Alarm History</u> - For UST sites monitored with a Veeder Root leak monitoring system, print and review the alarm history for the past month.	
1b. <u>Alarms</u> - Investigate all leak, liquid level, vacuum, brine, communication, and LLD alarms - Determine what caused the alarm and what action was taken in response to the alarm. Confirm that the response was appropriate. For containment-sump liquid alarms that have occurred since the last monthly inspection, review the service call record. If there is no record of a visit by an ICC-certified service technician, visually inspect the containment sump for the presence of liquid or debris.	
1c. <u>Inspect Spill Containment</u> - Check for the presence of liquid or debris in the spill buckets. If liquid is present, determine if the liquid is the result of water intrusion or overfill. If necessary, clean affected spill buckets at time of inspection.	
1e. <u>Sumps</u> - It is the DO's responsibility to open and inspect every sump (including transition sumps) during the monthly inspection. If necessary, clean affected sumps at time of inspection.	

REQUIREMENTS	COMMENTS
1f. <u>Leak Detection Sensors</u> – All leak detection sensors must be redundant and properly placed, meaning each sensor is placed so that it is capable of continuously detecting a leak at the earliest possible opportunity. Sensors in UDCs and sumps must be continuous, tamper-proof, positioned at true vertical and located at the lowest point.	
1g. <u>Test Overfill Alarm</u> - Test the audible and visual overfill alarm on systems, if equipped. Test output relay, if applicable.	
1h. <u>Visual Site Inspection</u> - At fueling sites, visually inspect the hoses, breakaways and nozzles for leaks, or seeping, and check dispensers and card readers for external integrity. If present, inspect aboveground piping and hoses for leaks and seeping. At generator sites, check the day tank, the generator, and all aboveground piping for leaks and seeping. For any deficiencies observed, notify Fuel Operations Program Officer/designee immediately. Tag out affected fueling positions for any hanging hardware issues observed.	
1i. <u>Test and Maintenance Documentation</u> - Review documentation to confirm that all testing, maintenance, and certifications have been conducted within the proper time periods. This includes a review of all California State Water Resources Control Board, California Air Resources Board, South Coast Air Quality Management District and local CUPA requirements.	
1j. <u>Training Verification</u> - Review the Facility Employee Training Log to verify that all Facility Employees have been trained as required.	New employees certified within 30 days of hire.
1k. Compile results of the monthly inspection and suggested corrective action (where applicable) in a typed report (with Veeder Root Alarm History printout) on the Title 23 Appendix VIII form and leave it on site. Also submit an electronic copy of the inspection report and alarm history to the Fleet Superintendent and/or City Representative.	
2. <u>FACILITY EMPLOYEE TRAINING</u> – In accordance with Title 23 of the California Code of Regulation, Chapter 16, Statue §2715, provide annual training to all existing facility employees, and all new facility employees prior to the City employee assuming their duties. Training shall include, but not be limited to the following topics:	
a) Best Management Practices:	

REQUIREMENTS	COMMENTS
i. Record Keeping	
ii. Preventive Maintenance	
iii. Delineation of Responsibility	
iv. Knowing your system and the spill response kit	
iiv. Compliance with all regulations	
b) The Monitoring System	
i. Explanation of how the system is monitored, is redundant, and is continual.	
ii. The Monitoring Panel and how to respond to an alarm, including, but not limited to the name of a contact person for emergencies and monitoring equipment alarms.	
c) Spills and Overfill Response - Provide training that covers the procedures to follow in the event of an unauthorized release.	
i. Emergency Contacts - Location of posted contacts list.	
ii. Proper Operation of the Fueling System	
d) 3. <u>SITE REPAIR NOTIFICATION</u> - In the event that the Designated UST Operator discovers a sub-standard condition at a UST site or a situation that is non-compliant, the Designated UST Operator shall call the Fleet Superintendent or their representative to initiate a service call to bring the site up to compliance.	In addition to Designated Operator calling Fleet Superintendent, our TMC will email Fleet Superintendent with information & updates on any problems or concerns discovered by D.O.

REQUIREMENTS FOR DESIGNATED UST OPERATOR

Provide a detailed resume of the Contractor's Designated UST Operator(s) that will fulfill this contract.

As a minimum, the vendor's Designated UST Operator(s) shall have:

REQUIREMENTS	
a) A current California UST System Operator Certification.	
b) At least four years of experience as a Designated UST Operator for a major municipality.	
c) Excellent written and oral communication skills.	
d) A detailed knowledge of all CUPA and SCAQMD documentation required for USTs in the City of Redlands.	

REQUIREMENTS	
e) A good working relationship with the local CUPA.	
f) A detailed knowledge of the UST sites:	Contractor will keep a site specific equipment information sheet for each site.
g) Excellent references (four total) - Two municipal customers, one industry professional and one Redlands-area CUPA inspector.	
ADDITIONAL CONSIDERATIONS:	
a) The Designated Operator also has a California UST Service Technician Certification.	

FUEL SITE REPAIR, MAINTENANCE, TESTING AND ALARM RESPONSE

The City requires maintenance of fuel sites that includes furnishing and delivering parts, supplies, and accessories for gasoline and diesel dispensers, UST/AST. Additional miscellaneous items such as pumps, plumbing, tanks, nozzles and monitoring systems may also be requested.

Contractor shall have an adequate supply of replacement parts available on the service trucks. The supplies shall include various Veeder-Root sensors (at least one of each type), Veeder-Root probe cables, spill bucket drain valves (at least one of each type), mechanical line leak detector and hanging hardware for a typical Gasoline and Diesel dispenser. The City lists the current equipment in **appendix A**.

Contractor shall be licensed and/or certified to perform all specific tests, repairs and alarm responses in compliance with all City, State and Federal regulatory agencies and in accordance to Departmental needs. Contractor shall provide proof of certifications at the City's request.

Fixed quotes may be required for projects and/or repairs. Contractor shall notify Fleet Superintendent and/or City Representative for any work that will exceed \$1,000.00.

Contractor shall provide the City with their list of petroleum equipment supply vendors. Written confirmation from the parts vendor shall be provided to the City if the contractor is unable to obtain the parts within 48 hours. Failure to provide written confirmation could result in liquidated damages.

Upon completion of test, Contractor shall submit an electronic copy of the test results and printouts to Fleet Superintendent and the proper regulatory Agency. (Testing and Inspections include but are not limited to the Sites listed on Appendix A.). The contractor is responsible for disposing all waste generated during testing events.

REQUIREMENTS FOR DESIGNATED UST OPERATOR

Contractor, Contractor's Employees and Contractor's Subcontractors shall abide by all of the following requirements:

REQUIREMENTS	
a) Contractor, Contractor's Employees and Contractor's Subcontractors shall wear uniforms with Company Name and Employee Name tag visible and Company Vehicle must be properly marked with Company's Name.	
b) Contractor, Contractor's Employees and Contractor's Subcontractors shall perform all work in accordance to all City, State, and Federal Safety Standards and Regulations. Contractor shall obtain a copy of the City's Safety Policies and Procedures from the City's Risk Management Office.	
c) Upon entering the Job Site, Contractor, Contractor's Employees and Contractor's Subcontractors shall check in with a City Employee (in person or by phone) and document start time on work order. Upon job completion, Contractor shall document time completion and have work order signed by a City Employee.	
d) The Fleet Superintendent will identify the type of service response required when the request for service is initiated:	
d1) EMERGENCY RESPONSE: Phone response with 30 minutes of the initial call. Arrival on site within 2 hours of phone confirmation.	
d2) Non-EMERGENCY RESPONSE: Confirmation of onsite arrival the next business day.	
d3) GENERAL SERVICE REQUEST: Service needs to be completed prior to the next Designated Operator Inspection.	

EXHIBIT "C"
(Fee and Fee Information)

DESIGNATED OPERATOR SERVICES					
Item Num	Item Description	Estimated Quantity (A)	Unit of Measure (B)	Unit Price (C)	Total Amount (D)
Calculation Formula:			(A) x (C) = (D)		
1	30-Day Designated UST Operator Inspection	12	Each	\$ 140.00	\$ 1,680.00
2	Training Per Employee	5	EA	\$ 40.00	\$ 200.00
3	Meetings	12	EA	\$ 200.00	\$ 2,400.00
TESTING SERVICES					
4	Annual AST Inspection	1	LT	\$ 125.00	\$ 125.00
5	Annual Monitor Certification, Spill Bucket and Line Leak Detector Test	3	LT	\$ 500.00	\$ 1,500.00
6	Annual Monitor Certification, Spill Bucket and Line Leak Detector RETEST	3	LT	\$ 350.00	\$ 1,050.00
7	Annual Vapor Recovery Test	3	LT	\$ 650.00	\$ 1,950.00
8	Annual Vapor Recovery Test RETEST	3	LT	\$ 350.00	\$ 1,050.00
9	Secondary Containment Testing	3	LT	\$ 1,300.00	\$ 3,900.00
10	Secondary Containment Testing RETEST	3	LT	\$ 650.00	\$ 1,950.00
MAINTENANCE AND REPAIR SERVICES					
11	Maintenance and Repairs - Same Business Day Labor Rate Straight Time	9	HR	\$ 115.00	\$ 1,035.00
12	Maintenance and Repairs - Same Business Day Labor Rate Over Time	9	HR	\$ 135.00	\$ 1,215.00
13	Maintenance and Repairs - Same Business Day Labor Rate Double Time	9	HR	\$ 150.00	\$ 1,350.00
14	Maintenance and Repairs - Same Business Day Travel	9	HR	\$ 50.00	\$ 450.00
15	Maintenance and Repairs - Next Business Day Labor Rate Straight Time	9	HR	\$ 115.00	\$ 1,035.00
16	Maintenance and Repairs - Next Business Day Labor Rate Over Time	9	HR	\$ 135.00	\$ 1,215.00

17	Maintenance and Repairs - Next Business Day Labor Rate Double Time	9	HR	\$ 150.00	\$ 1,350.00
18	Maintenance and Repairs - Next Business Day Travel	9	HR	\$ 50.00	\$ 450.00
19	Maintenance and Repairs - Emergency Calls - Minimum Time (if any)	2	HR	\$ 125.00	\$ 250.00
20	Maintenance and Repairs - Emergency Call Out charge during regular business hours	9	HR	\$ 125.00	\$ 1,125.00
21	Maintenance and Repairs - Emergency Call Out charge during non-business hours	9	HR	\$ 190.00	\$ 1,710.00
22	Maintenance and Repairs - Emergency Call Travel	2	HR	\$ 62.50	\$ 125.00
23	Alarm Response - Minimum time charge	2	HR	\$ 115.00	\$ 230.00
24	Alarm Response - During regular business hours	9	HR	\$ 115.00	\$ 1,035.00
25	Alarm Response - During non-business hours	9	HR	\$ 150.00	\$ 1,350.00
26	Alarm Response - Travel	2	HR	\$ 50.00	\$ 100.00
SUBTOTAL: (1 - 26)					\$ 29,830.00
		Est'd Net Cost of Parts	Bidder's mark-up percentage (ex: 10%, 15%, 25%)	TOTAL AMOUNT (see Note 1)	
		(A)	(B)	(C)	
					(A) x (B) + (A) = (C)
27	*MISC REPLACEMENT PARTS (page 21)	\$30,000	15%	\$ 34,500.00	
				GRAND TOTAL: (1) THRU (27)	\$ 64,330.00
PARTS (discount on Parts Costs)					
Name of Flat Rate Manual (if applicable):					
Name of Parts Price Sheet (if applicable):					
Note 1: Example of Calculating the Bidder's Total Amount: The estimated net cost of Thirty Thousand Dollars (\$30,000) (A) at a Bidder's mark-up percentage 5% (B), plus the estimated net cost (A), will result in a Total Price of Thirty One Thousand Five Hundred Dollars (\$31,500) (C) ((\$30,000 x 5%) + \$31,500).					
Note 2: The above quantities for labor and parts are estimates used for bid purposes. The Equipment Maintenance Division will not guarantee a minimum of labor and parts for the work.					

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

AW ASSOCIATES, INC.

By: _____

Kathy Wilkerson, President

Date: _____

6/12/2020