

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

262



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
October 23, 2014

SUBJECT: Approve the agreements with Mesa Energy Systems as primary and ACCO Engineered Systems as secondary contractor for HVAC maintenance and repair for the PSEC communication tower sites, All Districts; [Up to \$1,375,000 estimated five year total]; PSEC Operating Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreements for HVAC maintenance for the PSEC communication tower sites with Mesa Energy Systems as primary contractor for the annual amount of up to \$175,000 and with ACCO Engineered Systems as the secondary contractor for the annual amount of up to \$100,000; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal options for HAVC maintenance and repairs for up to four (4) additional years, based on the availability of fiscal funds, and to sign amendments that do not change the substantive terms of the agreements, including amendments to the compensation provision that do not exceed the annual CPI rates.
3. Authorize the Purchasing Agent to move funds between primary and secondary contracts as needed, not to exceed annual aggregate amount of \$275,000.

Christopher M. Hans

Christopher M. Hans
Interim Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 275,000	\$ 275,000	\$ 1,375,000	\$275,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: PSEC Operating Budget				Budget Adjustment: No	
				For Fiscal Year: 14/15 – 19/20	

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis* 11-6-14
ANITA C. WILLIS
Departmental Concurrence DATE

Purchasing: *Mark Seller*
Mark Seller, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District:

Agenda Number:

3-82

BACKGROUND:

Summary

The PSEC sites are temperature controlled rooms and shelters. Each shelter has a minimum of two air conditioning units, with ten shelters having four air conditioning units. The air conditioning units run continually in most of the areas of the county to ensure the temperature meets the requirements of the radio system equipment. Because of this, the service on the air conditioning units must be performed more often than most commercial units. The units that are in the east end of the County endure the higher temperatures and without proper servicing, break down more often than the sites on the west end of the County.

The county has experienced several situations where two or more sites have air conditioning units that are not working properly and those repairs must be addressed right away. By scheduling the units to be serviced every 30 days with the preventative maintenance outlined within the agreements, there should be less need for emergency repairs or instances of outages. Preventative maintenance should also extend the useful life of the unit.

Impact on Residents and Businesses

The approval of this contract has no negative impact on residents or businesses. By continuing to perform preventative maintenance on the communication tower sites, it lessens the need for replacement of the HVAC units and also ensures the ability of the sites to maintain emergency communications and continued public safety.

Contract History and Price Reasonableness

On June 26, 2014 Purchasing released Request for Quote (RFQ) #PEARC-021 for Heating, Ventilation, Air Conditioning (HVAC) Maintenance, Service and Repair. At the bid closing, three responses were received and the cost for preventative maintenance services ranged from \$120,990 to \$520,467 annually. After departmental review by the PSEC Engineers to ensure compliance with the specifications and license requirements, Mesa Energy Systems (dba EMCOR Services) was found to be the lowest responsive responsible bidder for monthly site maintenance for all seventy four (74) communication tower sites with a set cost of \$136 per site per month. ACCO Engineered Systems was found to be the second lowest responsive responsible bidder for monthly site maintenance with costs ranging from \$155 up to \$405 per month depending on location. In addition to providing costs for scheduled preventative maintenance, bidders were asked to respond with quoted labor rates for as needed repairs and Mesa had the lowest hourly labor rates as well at \$85/HR for regular time plus a \$40 service call out fee.

If damage or other needed repairs are discovered during monthly preventative maintenance, the awarded contractor is to assess the need and provide a written quote for departmental review and approval prior to proceeding with any repairs. In the event the cost is estimated to exceed \$12,000, that repair need will be competitively bid amongst the awarded contractors as well as other HVAC service providers to ensure the county is receiving best value.

Additional compensation above the quoted maintenance cost for the primary agreement is to cover the possibility of low dollar repair needs found during service. The request for a secondary contractor ensures that the communication tower sites will not be inoperable due to HVAC issues in the event the primary contractor cannot service a tower site in a timely manner or an emergency arises in which multiple sites require maintenance or repair at the same time.

SERVICE AGREEMENT

for

HEATING, VENTILATION, AIR CONDITIONING

(HVAC) MAINTENANCE, SERVICE and REPAIR

between

COUNTY OF RIVERSIDE

and

ACCO ENGINEERED SYSTEMS



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This Agreement, made and entered into this 9th day of September, 2014, by and between ACCO Engineered Systems (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as the SECONDARY CONTRACTOR as outlined and specified in Exhibit A-C, Scope of Services, consisting of eight (8) pages at the prices stated in Exhibit D, Payment Provisions, consisting of three (3) pages in the event the Primary CONTRACTOR is unable or unwilling to perform the services as awarded.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through 9/8/2015, with the option to renew for four (4) additional years, each year shall be renewable in one year increments by written amendment, unless terminated earlier, with a completion date of 9/8/2019. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand dollars (\$100,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the

date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology

3450 14th Street

Riverside, CA 92501

Attn: Accounts Payable 2nd Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-94155-001-09/15) or Blanket Purchase Order number if one is issued; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. **5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory

agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For

purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Information Technology
3450 14th Street
Riverside, CA 92501
Attn: PCS

CONTRACTOR

ACCO Engineered Systems
6446 E. Washington Blvd.
Commerce, CA 90040
Attn: Eric Rose / ERose@ACCOService.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County

Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part

of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Riverside County Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

CONTRACTOR:

ACCO Engineered Systems
6446 E. Washington Blvd.
Commerce, CA 90040

Signature: _____

Signature: _____

Print Name: Jeff Stone

Print Name: Jacob Cobble

Title: Chairman of the Board of Supervisors

Title: Sales Manager

Dated: _____

Dated: 8/12/14

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 8/15/14

EXHIBIT A
SCOPE OF SERVICES

ACCO Engineered Systems shall be the SECONDARY CONTRACTOR for scheduled preventative maintenance and as needed repair and/or upgrades to the existing HVAC systems as referenced herein and may be utilized in the event the Primary Contractor is unable or unwilling to provide.

1.0 PREVAILING WAGES - Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request. The CONTRACTOR shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.

2.0 License Requirements: CONTRACTOR must have and maintain a valid C-20 Warm-Air Heating, Ventilating and Air-Conditioning license throughout the period of performance of this agreement.

3.0 Warranty: CONTRACTOR shall provide a warranty that includes all parts and labor. CONTRACTOR shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR's Company warranty. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.

3.1 All warranty work shall be completed within two (2) weeks of written notice by the County.

3.2 Workmanship: A one-year unconditional warranty shall be in effect from the contractor.

4.0 Site Entry: Before entering and on departure of a site, CONTRACTOR's personnel are to report in by calling during regular business hours. Regular business hours are Monday through Friday, 7:00 AM to 4:30PM. The number to call will be provided to CONTRACTOR and the CONTRACTOR will be given entry procedures at initial service scheduling.

4.1 CONTRACTOR to provide the personnel information to COUNTY that contains the following information: company's name, technician's name, telephone numbers where both the technician and company may be reached, and the site at which they are currently located to perform service. This shall be provided at initial service scheduling and updated throughout the period of performance of this agreement so that it shall remain current at all times.

5.0 Waste Disposal: CONTRACTOR shall be solely responsible for disposal of all hazardous materials. These include, but are not limited to: oil, antifreeze, or any other hazardous materials associated with the HVAC systems wet cell batteries, etc. Disposal must meet all State and Federal guidelines and regulations, and CONTRACTOR shall provide documentation of proper disposal upon request by COUNTY.

6.0 Emergency Response: CONTRACTOR must be available for after-hours emergency response when required. CONTRACTOR shall have quick and immediate access to portable air conditioning units capable of being both transported and connected to any of the COUNTY'S remote radio sites and will be

allowed to charge the COUNTY for such services. Due to the critical nature of the COUNTY communication network and the public safety aspect of the equipment that operates these sites, response time to the site shall not exceed three (3) hours.

6.1 The COUNTY shall have preferential service in cases whereby limited personnel or resources are required by the CONTRACTOR'S other customers and clients. Due to the critical nature of the COUNTY communication network, the COUNTY will have priority in obtaining portable air conditioning equipment, technicians, and any other service, equipment, or material necessary for the uninterrupted operation of public safety facilities.

7.0 CONTRACTOR Shall provide the following:

7.1 Provide emergency service availability 24 hours a day, 7 days a week, 365 days per year.

7.2 Provide an approved schedule of routine maintenance to the Communication Site's Supervisor, or assigned designee prior to commencing inspections.

7.3 Accomplish all scheduled maintenance during the regular business hours of Monday through Friday, between the hours of 7:00 AM and 4:30PM.

7.4 Monthly maintenance will be conducted based on recorded maintenance and in-service date. For sites located in severe weather conditions (such as the desert locations) monthly maintenance may be required more frequently. CONTRACTOR and COUNTY can adjust scheduling and cost by written amendment accordingly and on a case by case basis.

7.5 Completely fill out the site inspection list provided by the Riverside County Information Technology (RCIT) Communication Solution Division Site Supervisor. The list will be located on site and once filled out, will be left in the designated folder at the site of inspection. The CONTRACTOR will provide a soft copy to the Communication Site Supervisor.

7.6 Provide all labor, travel, testing equipment, and supervision necessary to maintain HVAC units and all related components in accordance with the preventative maintenance requirements herein. Monthly rate listed in Exhibit D by locations is all inclusive.

7.7 Provide all filters and Freon, when necessary, and not charge the COUNTY extra for these items, product cost is included in the inclusive monthly rate per location.

7.8 Provide a written report of all findings to the RCIT Communication Solutions Division Site Supervisor within ten (10) working days of completion of work. This report may be used to evaluate the need for repair work.

7.9 Provide technicians with 4 wheel-drive vehicles capable of transporting staff, tools and equipment to all COUNTY sites.

7.10 CONTRACTOR shall maintain current, valid State of California Contractor's license, Classification C-20 Warm-Air Heating, Ventilating and Air-Conditioning. CONTRACTOR shall pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to execute the contract.

7.11 CONTRACTOR and CONTRACTOR'S employees are required to follow all posted speed limits on all United States Forest Service (USFS) and Bureau of Land Management (BLM) roads.

7.12 At the COUNTY's expense, all contractors and consultants that are selected for work that will have access to the COUNTY's data center, communication equipment rooms, or electronic system access, must undergo a Livescan check and a Riverside County Sheriff Background Security Check before work may begin on the engagement. Work may not begin until successful clearance from both background checks are received by COUNTY. If travel is involved, all related travel overhead will be at the CONTRACTOR's expense. If the CONTRACTOR's employee does not pass the Livescan check, the CONTRACTOR must immediately replace with a qualified individual, with the COUNTY's concurrence, at no additional cost to the inclusive rate listed in Exhibit D.

8.0 Staffing and Training: CONTRACTOR shall have sufficient staffing to respond to concurrent issues throughout the COUNTY. During the summer months, increased staffing may be required in the east end of the County due to extreme heat.

9.0 Monthly Preventive Maintenance: The following maintenance will be performed on the west county sites a minimum of every thirty (30) days and on the east county sites a minimum of every thirty (30) days (could be more frequent depending on extreme weather conditions):

9.1 AIR COOLED CONDENSER

- a. Lubricate all motor and fan bearings as required.
- b. Check coil surface for scale and dirt.
- c. Check for refrigerant leaks.
- d. Check frame for damage, rust and corrosion.
- e. Lubricate motor bearings.
- f. Examine motor mount resiliency.
- g. Tighten all electrical connections.
- h. Inspect motor starter coils and contacts.

9.2 AIR FILTERS

- a. Change filters when the pressure drop across the filters exceeds the recommended allowable pressure drop. The media used for replacement shall be equal to or shall exceed the efficiency rating of the original equipment.

9.3 AIR HANDLERS

- a. Check blower mounting and tighten if necessary.
- b. Check shaft alignment to motor.
- c. Check blower rotation.
- d. Oil or grease blower bearing.
- e. Check blower scroll for dirt and clean.
- f. Check housing for rust and repair as necessary.

9.4 CONTROL PANEL

- a. Check starter timer operation.
- b. Check control indicator lights.
- c. Check high pressure cutout, calibrate as necessary.

- d. Check all sight glasses.
- e. Check operation and condition of all relays.
- f. Check operation of anti-recycle timer.
- g. Check operation of crankcase heater.
- h. Tighten all electrical connections.
- i. Check low temperature control, calibrate as necessary.

9.5 DAMPERS

- a. Lubricate dampers.
- b. Check for proper travel and close off, adjust as required.
- c. Tighten linkage and ball joints.
- d. Check operator bellows.

9.6 ELECTRIC MOTORS

- a. Check motor mounting and tighten if necessary.
- b. Check motor pulley for security, alignment and tighten if necessary.
- c. Check bearing wear.
- d. Check wiring and conduit (from motor to starter) for condition.
- e. Check rotation of motor.
- f. Check motor for excessive heat and noise.
- g. Check air passages and winding.
- h. Check starter and contacts.
- i. Oil or grease motor bearing(s) as required.
- j. Measure current draw and record.

9.7 EVAPORATOR

- a. Check and clean tubes or fins as required.
- b. Check for rust and scale.
- c. Blow out coils with CO₂.

9.8 EXHAUST FANS AND BLOWERS

- a. Lubricate all moving parts as required.
- b. Adjust tension on all belts as required.
- c. Replace belts when necessary.
- d. Check blower scroll for dirt and clean if needed.
- e. Check motor for excessive heat and noise

9.9 EXPANSION VALVE

- a. Check all valves for evidence of sticking.
- b. Check expansion valve bulb to see that it has good contact with suction line.
- c. Check operation of all solenoid valves.
- d. Check the seats of all valves for erosion.
- e. Check TXV adjustments for superheat and packing for leaks.

9.10 FINNED COILS

- a. Check for leaks.
- b. Check condensate pans and drains.

9.11 REFRIGERATION COMPRESSOR

- a. Check for oil leaks.
- b. Check refrigerant charge condition through sight glass.
- c. Check for unusual noise or vibration.
- d. Check for refrigeration compressor and refrigeration piping leaks.
- e. Check operation of safety and capacity controls for proper operation, including high and low pressure cut –outs.
- f. Check compressor mounting.
- g. Check condition of refrigeration insulation.
- h. Perform start-up procedure per manufacturer’s recommendation.
- i. Perform efficiency test and record results.
- j. Check operation pressure of system.

9.12 RELAYS

- a. Energize relay to insure operation.
- b. Inspect contacts and clean if required.
- c. Replace if necessary.

9.13 THERMOSTATS

- a. Remove cover and remove all foreign particles.
- b. Clean thermostat cover.
- c. Check set point of control.
- d. Check throttling range and reset.
- e. Calibrate as necessary.
- f. Check all pilot bleed ports.
- g. Check general condition.
- h. Check electrical connections.

10.0 Repairs: In the event that necessary repairs are discovered during regular maintenance, CONTRACTOR will advise COUNTY Site Supervisor prior to any work being conducted.

10.1 CONTRACTOR has quoted a not to exceed amount for repairs as needed, including labor and materials. The labor costs referenced in Exhibit D note regular hours, after hours, holiday, weekend and emergency rates for each repair service.

- i. Regular Hours are defined as: Monday through Friday, between the hours of 7:00 AM and 4:30PM
- ii. After Hours is defined as: 4:30 PM through 7:00 AM
- iii. Weekend Hours are defined as: Any work done on Saturday and Sunday
- iv. Holiday Hours are defined as: Any work done on the County Observed Holidays. See Section 8.
- v. Emergency Service is defined as: An additional fee (if any) for service technician to be on-site within 3 hours of emergency request call.

10.2 Comprehensive quotes will be requested from the CONTRACTOR for **each** repair needed.

10.3 All repairs or projects estimated to exceed \$12,000 will require competitive bidding, including the awarded Contractor(s) and other HVAC service providers.

10.4 The COUNTY reserves the right to seek additional quotes at any time for repair services.

EXHIBIT B
Geographical Area

1.0 Locations: The site location list is divided into two (2) geographical segments, Western and Eastern Riverside County. The service requirements apply to each geographical area. The majority of sites are located on mountain top terrain with unpaved roads for access. Four wheel drive vehicles will be required. Comprehensive site location addresses will be provided to the CONTRACTOR as initial scheduling with COUNTY.

East County Sites	West County Sites
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Name	City	Name	City
Arlington	Riverside	Snow Peak	Morongo Valley
Avocado Flats	Fallbrook	Sunnyslope	Riverside
Banning	Banning	Temescal	Corona
Beacon Hill	Norco	Timoteo	Moreno Valley
Billy Goat	Aguanga	Vaquero	Temecula
Blue Mountain	Grand Terrace	Whitewater	Banning
Box Springs	Riverside	Winchester	Hemet
Brookside	Beaumont	Belle NPS	Joshua Tree National Park
Buena Vista	Corona	Big Maria	Blythe
Cajalco	Corona	Black Eagle	Desert Center
Clinton Keith	Murrieta	Black Jack	Desert Center
El Cariso	Lake Elsinore	Black Rock	Blythe
Elsinore Peak	Lake Elsinore	Blythe	Blythe
Estelle	Perris	Box Canyon	Desert Center
Glen Avon	Riverside	Cactus City	Indio
Green River	Corona	Chuckwalla	Desert Center
Hemet	Hemet	Corn Springs	Desert Center
Homeland (FS54)	Homeland	Edom Hill	Desert Hot Springs
Lake Hemet	Mountain Center	Hidden Valley	Parker
Lake Mathews	Riverside	Indio Hill	Indio
Lake Riverside	Aguanga	Indio Prime	Indio
Leona	Perris	Iron Mtn. LADWP	Earp
Margarita	Temecula	Joshua Tree	Joshua Tree
Marion Ridge	Idyllwild	Line	Mecca
Marshell	Perris	Mecca Land Fill	Desert Center
Mead Valley	Perris	Midland	Desert Center
Menifee	Menifee	Palen McCoy	Desert Center
Morongo	Cabazon	Paradise	Norco
Mt. David	Beaumont	Quail Mesa	Parker
North Mt.	San Jacinto	Rice	Desert Center
Perris	Perris	Road 177	Desert Center
Quail Valley	Quail Valley	Road 62	Desert Center

Name	City	Name	City
Ranger Peak	Idyllwild	Santa Rosa Peak	Mountain Center
Red Mountain	Hemet	Spring Hill	Desert Center
Redondo Mesa	Murrieta	Toro Peak	Mountain Center
Ridge Road	Lake Elsinore	Vidal Junction	Earp
Santiago Peak	Corona	Wiley's Well	Desert Center

2.0 Addition/Deletion of Sites: The COUNTY reserves the right to add/delete sites on an as needed basis. The cost for servicing sites will depend on the type of service required for that site, and will be in accordance to pricing agreed upon within the signed agreement between the CONTRACTOR and the COUNTY. CONTRACTOR will be notified in writing 60 days prior to any site additions or deletions.

**EXHIBIT C
Equipment List (at time of award)**

LOCATION	AC: MAKE - MODEL - SERIAL #	FILTER SIZE & QTY	4x4
Arlington	marvair avp48aca050nu--by-fl117505-0-27/7506-0-4	21.5*36.5*2 (2)	no
Avocado Flats	marvair avp48aca050nu--az-fl120266-0-50/0266-0-64	21.5*36.5*2 (2)	no
Banning	marvair avp48aca050nu--my-fl119165010/9165015	2105*36.5*2 (2)	no
Beacon Hill	marvair avpa48aca050nu--aa-fl123397-0-12/3397-0-4	21.5*36.5*2 (2)	no
Belle Mtn	marvair avpa48ava050nu--azfl120209022/209019	21.*36.5*2 (2)	yes
Big Maria	NEED INFORMATION		yes
Billy Goat	marvair avpa24aca050nu--ka-fl1255902-0-1/ 5902-0-8	18*25*2 (2)	no
Black Eagle	Marvair avpa48aca050nu Gz fl121606033/ GZ fl121604016	21.5*36.5*2 (2)	no
Black Jack	marvair avpa60aca--az-fl120209-0-11/209013	21.5*36.5*2 (2)	no
Black Rock	marvair avpa60aca-ky-fl119535-0-1/azfl12015405/57402	21.5*36.5*2 (3)	no
Blue Mountain	marvair avp48aca050nu--jyfl119165-0-14/9165-0-12	21.5*36.5*2 (2)	no
Blythe	goodman cpc120xxx3bxxxxa--0909684051/ax51	18*24*2 (4) 14*24*2 (4)	no
Blythe (spring street)	ax51 belt	20*25*2, 12*25*2(4ca)	no
Box Canyon	marvair avpa24aca050nu ka-fl12590206/ 902011	18*25*2 (2)	yes
Box Springs	NEED INFORMATION		yes
brookside	marvair avp48aca050nu--by-fl117505-0-30/7505-0-18	21.5*36.5*2 (2)	no
Buena Vista	marvair avp48aca050nu--by-fl117506-0-16/7506-0-11	21.5*36.5*2 (2)	no
Cactus City	marvair avp60ava050nu--hy-fl114044-0-2/hzfl120209023	21.5*36.5*2 (2)	no
Cactus City	kyfl11953402		yes
Cajalco	marvair avpa48aca050nu---az-fl120155-0-76/0155-0-8	21.5*36.5*2 (2)	no
Chuckwalla	marvair avp48aca050nu jy fl119165011 jy fl11916505	21.5*36.5*2 (2)	yes
Clinton Keith	marvair avpa60aca050cu hb-fl12906305/ gbf12889103	21.5*36.5*2 (2)	no
Corn Springs	marvair avp48aca050nu--jy-fl119165-0-9/9165-0-7	21.5*36.5*2 (2)	no
Edom Hill	BOX SPRINGS		yes
El Cariso	marvair avpa48ava050nu--ba-fl123891-0-6/3891-0-7	21.5*36.5*2 (2)	no
Elsinore Peak	marviar avpa60aca050nu--(1a)azfl120209012/(2a) 021	21.5*36.5*2 (2)	no
Elsinore Peak	marvair avapa60aca058nu-(1B) azfl12015401/(2B)20908	21.5*36.5*2 (2)	yes
Estelle Mountain	marvair avpa484aca050nu--aa-fl123397-0-13/3397-0-5	21.5*36.5*2 (2)	no
Glen Avon	marvair avpa60aca050nu--az-fl120154-0-14/0154-0-2	21.5*36.5*2 (2)	no
Green River	marvair eova18aca0365--aaf123298-0-2/3298-0-1	none	no
Green River	serial on units 3 & 4 lz-fl122977-0-4/2977-0-3	none	no
Hemet	NEED INFORMATION		no
Hidden Valley	marvair Avpa48aca050nu--ba-fl123891-0-4/3891-0-5	21.5*36.5*2 (2)	no

LOCATION	AC: MAKE - MODEL - SERIAL #	FILTER SIZE & QTY	4x4
Homeland	avp48aca050nu By f117505021/ By f117505024	21.5*36.5*2 (2)	no
Indio AEOC (vehicle bay only)	NEED INFORMATION		no
Indio Hill	NEED INFORMATION		yes
Iron Mountain	marvair avpa48aca050nu--gz-f121606-0-26/1606-0-9	21.5*36.5*2 (2)	yes
Joshua Tree	marvair avpa36aca050nu azf120156018/156020	21.5*36.5*2 (2)	no
Lake Hemet	NEED INFORMATION		yes
Lake Matthews	marvair avpa48aca050nu--jy-f119165-0-13/165-0-3	21.5*36.5*2 (2)	no
Lake Riverside	marvair avp48aca050nu--by-f117506-0-12/7506-0-6	21.5*36.5*2 (2)	no
Leona	marvir avp48acao5nu--by f1175056010/7505023	21.5*36.5*2 (2)	no
Line	marvair avp48aca050nu---az-f120266-0-62/0266-0-63	21.5*36.5*2 (2)	no
Margarita	marvair avpa 48aca050nu--aaf123397-0-10/2863-0-7	21.5*36.5*2 (2)	no
Marion Ridge	NEED INFORMATION		yes
Marshall	marvair avp48aca050nu--by-f117505-0-7/7505-0-5	21.5*36.5*2 (2)	no
Mead Valley	marvair avp48aca050nu--kv-f0116313-000-29/313-00-22	21.5*36.5*2 (2)	no
Mecca Landfill	marvair avp48aca050nu--by-f117506-0-5/7505-0-22	21.5*36.5*2 (2)	no
Menifee	marvair avap48aca050nu--by-f117505-0-19/7505-0-25	21.5*36.5*2 (2)	no
Midland	marvair avpa24aca050nu--ka-f125902-0-7/5902-0-2	16*25*2 (2)	no
Morongo	marvair avp48aca050nu--by-f117506-0-2/7506-0-26	21.5*36.5*2 (2)	no
Mount David	marvir avpa60aca050nu- gb f12889102/gb f12889106	21.5*36.5*2 (2)	no
North Mt	marvair avpa60aca050nu--az f120209-0-15/hyf11904401	21.5*36.5*2 (2)	no
Palen McCoy	marvair avpa24aca050nu ka-f12590203/ 902014	16*25*2 (2)	no
Perris	marvair avp48aca050nu-- jy-f12847707/47709	21.5*36.5*2 (2)	no
Quail Mesa	Marvair avbpa48aca050nu BA F123838020/ BA F123838015	21.5*36.5*2 (2)	no
Quail Valley	marvair avp 48ava050nu--byf117505-0-28/7505-0-14	21.5*36.5*2 (2)	no
Ranger Peak	marvair avpa48aca050nu--az-f120266-0-74/0266-0-65	21.5*36.5*2 (2)	no
Red Mountain	marvair avpa60aca050nu-az120209020/20904	21.5*36.5*2 (2)	yes
Redondo Mesa	marvir avp48acao5nu byf117596012/505027	21.5*36.5*2 (2)	no
Ridge Road	Marvair avpa48050nu fb f12811803/ fb f12811805	21.5*36.5*2 (2)	no
Rice	marvair avpa48aca050nu--az-f120266-0-77/0266-0-61	21.5*36.5*2 (2)	no
Road 177	marvair avp48aca050nu--by-f117506-0-15/7506-0-13	16*25*2 (2)	no
Road 62	marvair avpa24aca050nu--ka-f1255902-0-9/ 5902-0-18	16*25*2 (2)	no
Santiago Peak	Bard PH136021 -(1a) 289k02542886/(2a) 289h082510713	16*20*1 (8)	yes
Santiago Peak	(1b) 289j082532616/ (2b) 289h082510708		
Sunny Slope	marvair avpa48aca050nu---az-f20266-0-80/10a536a92	21.5*36.5*2 (2)	no
Temescal	marvair avpa048aca05nu- gb-f128477-0-6/477-0-10	21.5*36.5*2	no
Timoteo	marvair avp48aca050nu--az-f120155-0-5/0155-0-6	21.5*36.5*2 (2)	no
Vaquero	marvair avp48ava050nu--az-f120266-0-71/0266-0-9	21.5*36.5*2 (2)	no
Vidal Junction	marvaire avp48aca050nu--jy-f119165-0-1/ 9165-0-18	21.5*36.5*2 (2)	no
Whitewater	marvair avpa60aca050nu--az-f120209-0-7/0209-0-1	21.5*36.5*2 (2)	no
Willey's Well	Marvair avp48aca050nu--jy-f119165-0-6/9165-0-8	21.5*36.5*2 (2)	no
Winchester	marvair avpa48aca050n Az f12015502/ Az f12015501	21.5*36.5*2 (2)	no

**EXHIBIT D
PAYMENT SCHEDULE**

Item Code	Item Name	Qty	Unit	Unit Price	Total Price
HOURLY RATES FOR AS NEEDED REPAIRS					
94155	Regular Hours	1	HOUR	\$112.00	\$112.00
94155	After Hours	1	HOUR	\$152.00	\$152.00
94155	Weekend Hours	1	HOUR	\$152.00	\$152.00
94155	Holiday Hours	1	HOUR	\$185.00	\$185.00
94155	Emergency Service Call Out Fee	1	Each	\$0.00	\$0.00
LOCATIONS					
94155	Arlington	12	MONTHLY	\$155.00	\$1,860.00
94155	Avocado Flats	12	MONTHLY	\$205.00	\$2,460.00
94155	Banning	12	MONTHLY	\$180.00	\$2,160.00
94155	Beacon Hill	12	MONTHLY	\$155.00	\$1,860.00
94155	Belle Mtn	12	MONTHLY	\$303.00	\$3,636.00
94155	Big Maria	12	MONTHLY	\$403.00	\$4,836.00
94155	Billy Goat	12	MONTHLY	\$205.00	\$2,460.00
94155	Black Eagle	12	MONTHLY	\$303.00	\$3,636.00
94155	Black Jack	12	MONTHLY	\$303.00	\$3,636.00
94155	Black Rock	12	MONTHLY	\$403.00	\$4,836.00
94155	Blue Mountain	12	MONTHLY	\$155.00	\$1,860.00
94155	Blythe	12	MONTHLY	\$403.00	\$4,836.00
94155	Blythe (Spring Street)	12	MONTHLY	\$403.00	\$4,836.00
94155	Box Canyon	12	MONTHLY	\$303.00	\$3,636.00
94155	Box Springs	12	MONTHLY	\$155.00	\$1,860.00
94155	Brookside	12	MONTHLY	\$205.00	\$2,460.00
94155	Buena Vista	12	MONTHLY	\$155.00	\$1,860.00
94155	Cactus City	12	MONTHLY	\$229.00	\$2,748.00
94155	Cactus City	12	MONTHLY	\$229.00	\$2,748.00
94155	Cajalco	12	MONTHLY	\$155.00	\$1,860.00
94155	Chuckwalla	12	MONTHLY	\$303.00	\$3,636.00
94155	Clinton Keith	12	MONTHLY	\$205.00	\$2,460.00
94155	Corn Springs	12	MONTHLY	\$303.00	\$3,636.00
94155	Edom Hill	12	MONTHLY	\$205.00	\$2,460.00
94155	El Cariso	12	MONTHLY	\$205.00	\$2,460.00
94155	Elsinore Peak	12	MONTHLY	\$205.00	\$2,460.00
94155	Elsinore Peak	12	MONTHLY	\$205.00	\$2,460.00
94155	Estelle Mountain	12	MONTHLY	\$205.00	\$2,460.00
94155	Glen Avon	12	MONTHLY	\$155.00	\$1,860.00
94155	Green River	12	MONTHLY	\$155.00	\$1,860.00

94155	Green River	12	MONTHLY	\$155.00	\$1,860.00
94155	Hemet	12	MONTHLY	\$205.00	\$2,460.00
94155	Hidden Valley	12	MONTHLY	\$205.00	\$2,460.00
94155	Homeland	12	MONTHLY	\$205.00	\$2,460.00
94155	Indio AEOC (vehicle bay only)	12	MONTHLY	\$229.00	\$2,748.00
94155	Indio Hill	12	MONTHLY	\$229.00	\$2,748.00
94155	Iron Mountain	12	MONTHLY	\$405.00	\$4,860.00
94155	Joshua Tree	12	MONTHLY	\$303.00	\$3,636.00
94155	Lake Hemet	12	MONTHLY	\$205.00	\$2,460.00
94155	Lake Matthews	12	MONTHLY	\$155.00	\$1,860.00
94155	Lake Riverside	12	MONTHLY	\$205.00	\$2,460.00
94155	Leona	12	MONTHLY	\$205.00	\$2,460.00
94155	Line	12	MONTHLY	\$303.00	\$3,636.00
94155	Margarita	12	MONTHLY	\$203.00	\$2,436.00
94155	Marion Ridge	12	MONTHLY	\$303.00	\$3,636.00
94155	Marshell	12	MONTHLY	\$205.00	\$2,460.00
94155	Mead Valley	12	MONTHLY	\$205.00	\$2,460.00
94155	Mecca Landfill	12	MONTHLY	\$303.00	\$3,636.00
94155	Menifee	12	MONTHLY	\$205.00	\$2,460.00
94155	Midland	12	MONTHLY	\$303.00	\$3,636.00
94155	Morongo	12	MONTHLY	\$205.00	\$2,460.00
94155	Mount David	12	MONTHLY	\$205.00	\$2,460.00
94155	North Mt	12	MONTHLY	\$205.00	\$2,460.00
94155	Palen McCoy	12	MONTHLY	\$303.00	\$3,636.00
94155	Perris	12	MONTHLY	\$205.00	\$2,460.00
94155	Quail Mesa	12	MONTHLY	\$403.00	\$4,836.00
94155	Quail Valley	12	MONTHLY	\$205.00	\$2,460.00
94155	Ranger Peak	12	MONTHLY	\$303.00	\$3,636.00
94155	Red Mountain	12	MONTHLY	\$205.00	\$2,460.00
94155	Redondo Mesa	12	MONTHLY	\$205.00	\$2,460.00
94155	Ridge Road	12	MONTHLY	\$205.00	\$2,460.00
94155	Rice	12	MONTHLY	\$303.00	\$3,636.00
94155	Road 177	12	MONTHLY	\$303.00	\$3,636.00
94155	Road 62	12	MONTHLY	\$303.00	\$3,636.00
94155	Santiago Peak	12	MONTHLY	\$155.00	\$1,860.00
94155	Santiago Peak	12	MONTHLY	\$155.00	\$1,860.00
94155	Sunny Slope	12	MONTHLY	\$155.00	\$1,860.00
94155	Temescal	12	MONTHLY	\$155.00	\$1,860.00
94155	Timoteo	12	MONTHLY	\$155.00	\$1,860.00
94155	Vaquero	12	MONTHLY	\$205.00	\$2,460.00
94155	Vidal Junction	12	MONTHLY	\$403.00	\$4,836.00

94155	Whitewater	12	MONTHLY	\$180.00	\$2,160.00
94155	Willey's Well	12	MONTHLY	\$303.00	\$3,636.00
94155	Winchester	12	MONTHLY	\$205.00	\$2,460.00

SERVICE AGREEMENT

for

HEATING, VENTILATION, AIR CONDITIONING

(HVAC) MAINTENANCE, SERVICE and REPAIR

between

COUNTY OF RIVERSIDE

and

MESA ENERGY SYSTEMS, INC.



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This Agreement, made and entered into this 9th day of September, 2014, by and between Mesa Energy Systems, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as the PRIMARY CONTRACTOR as outlined and specified in Exhibit A - C, Scope of Services, consisting of eight (8) pages at the prices stated in Exhibit D, Payment Provisions, consisting of three (3) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through 9/8/2015, with the option to renew for four (4) additional years, each year shall be renewable in one year increments by written amendment, unless terminated earlier, with a completion date of 9/8/2019. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred seventy five thousand dollars (\$175,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the

date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology
3450 14th Street
Riverside, CA 92501
Attn: Accounts Payable 2nd Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-94155-001-09/15) or Blanket Purchase Order number if one is issued; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit D.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. 5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory

agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For

purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Information Technology
3450 14th Street
Riverside, CA 92501
Attn: PCS

CONTRACTOR

Mesa Energy Systems , Inc.
2 Cromwell
Irvine, CA 92618
Attn: Bryan Gilbert / Bryan_Gilbert@EMCORgroup.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County

Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part

of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Riverside County Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

CONTRACTOR:

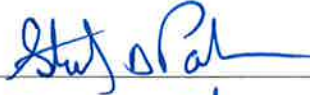
Mesa Energy Systems, Inc
2 Cromwell
Irvine, CA 92618

Signature: _____

Print Name: Jeff Stone

Title: Chairman of the Board of Supervisors

Dated: _____

Signature: 

Print Name: Stanley S. Pedersen

Title: V.P. Admin

Dated: 8/18/14

FORM APPROVED COUNTY COUNSEL
BY 
NEAL R. KIPNIS DATE

EXHIBIT A
SCOPE OF SERVICES

Mesa Energy / Emcor shall be the PRIMARY CONTRACTOR for scheduled preventative maintenance and as needed repair and/or upgrades to the existing HVAC systems as referenced herein.

1.0 PREVAILING WAGES - Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request. The CONTRACTOR shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.

2.0 License Requirements: CONTRACTOR must have and maintain a valid C-20 Warm-Air Heating, Ventilating and Air-Conditioning license throughout the period of performance of this agreement.

3.0 Warranty: CONTRACTOR shall provide a warranty that includes all parts and labor. CONTRACTOR shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR's Company warranty. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.

3.1 All warranty work shall be completed within two (2) weeks of written notice by the County.

3.2 Workmanship: A one-year unconditional warranty shall be in effect from the contractor.

4.0 Site Entry: Before entering and on departure of a site, CONTRACTOR's personnel are to report in by calling during regular business hours. Regular business hours are Monday through Friday, 7:00 AM to 4:30PM. The number to call will be provided to CONTRACTOR and the CONTRACTOR will be given entry procedures at initial service scheduling.

4.1 CONTRACTOR to provide the personnel information to COUNTY that contains the following information: company's name, technician's name, telephone numbers where both the technician and company may be reached, and the site at which they are currently located to perform service. This shall be provided at initial service scheduling and updated throughout the period of performance of this agreement so that it shall remain current at all times.

5.0 Waste Disposal: CONTRACTOR shall be solely responsible for disposal of all hazardous materials. These include, but are not limited to: oil, antifreeze, or any other hazardous materials associated with the HVAC systems wet cell batteries, etc. Disposal must meet all State and Federal guidelines and regulations, and CONTRACTOR shall provide documentation of proper disposal upon request by COUNTY.

6.0 Emergency Response: CONTRACTOR must be available for after-hours emergency response when required. CONTRACTOR shall have quick and immediate access to portable air conditioning units capable of being both transported and connected to any of the COUNTY'S remote radio sites and will be allowed to charge the COUNTY for such services. Due to the critical nature of the COUNTY

communication network and the public safety aspect of the equipment that operates these sites, response time to the site shall not exceed three (3) hours.

6.1 The COUNTY shall have preferential service in cases whereby limited personnel or resources are required by the CONTRACTOR'S other customers and clients. Due to the critical nature of the COUNTY communication network, the COUNTY will have priority in obtaining portable air conditioning equipment, technicians, and any other service, equipment, or material necessary for the uninterrupted operation of public safety facilities.

7.0 CONTRACTOR Shall provide the following:

7.1 Provide emergency service availability 24 hours a day, 7 days a week, 365 days per year.

7.2 Provide an approved schedule of routine maintenance to the Communication Site's Supervisor, or assigned designee prior to commencing inspections.

7.3 Accomplish all scheduled maintenance during the regular business hours of Monday through Friday, between the hours of 7:00 AM and 4:30PM.

7.4 Monthly maintenance will be conducted based on recorded maintenance and in-service date. For sites located in severe weather conditions (such as the desert locations) monthly maintenance may be required more frequently. CONTRACTOR and COUNTY can adjust scheduling and cost by written amendment accordingly and on a case by case basis.

7.5 Completely fill out the site inspection list provided by the Riverside County Information Technology (RCIT) Communication Solution Division Site Supervisor. The list will be located on site and once filled out, will be left in the designated folder at the site of inspection. The CONTRACTOR will provide a soft copy to the Communication Site Supervisor.

7.6 Provide all labor, travel, testing equipment, and supervision necessary to maintain HVAC units and all related components in accordance with the preventative maintenance requirements herein. Monthly rate listed in Exhibit D by locations is all inclusive.

7.7 Provide all filters and Freon, when necessary, and not charge the COUNTY extra for these items, product cost is included in the inclusive monthly rate per location.

7.8 Provide a written report of all findings to the RCIT Communication Solutions Division Site Supervisor within ten (10) working days of completion of work. This report may be used to evaluate the need for repair work.

7.9 Provide technicians with 4 wheel-drive vehicles capable of transporting staff, tools and equipment to all COUNTY sites.

7.10 CONTRACTOR shall maintain current, valid State of California Contractor's license, Classification C-20 Warm-Air Heating, Ventilating and Air-Conditioning. CONTRACTOR shall pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to execute the contract.

7.11 CONTRACTOR and CONTRACTOR'S employees are required to follow all posted speed limits on all United States Forest Service (USFS) and Bureau of Land Management (BLM) roads.

7.12 At the COUNTY's expense, all contractors and consultants that are selected for work that will have access to the COUNTY's data center, communication equipment rooms, or electronic system access, must undergo a Livescan check and a Riverside County Sheriff Background Security Check before work may begin on the engagement. Work may not begin until successful clearance from both background checks are received by COUNTY. If travel is involved, all related travel overhead will be at the CONTRACTOR's expense. If the CONTRACTOR's employee does not pass the Livescan check, the CONTRACTOR must immediately replace with a qualified individual, with the COUNTY's concurrence, at no additional cost to the inclusive rate listed in Exhibit D.

8.0 Staffing and Training: CONTRACTOR shall have sufficient staffing to respond to concurrent issues throughout the COUNTY. During the summer months, increased staffing may be required in the east end of the County due to extreme heat.

9.0 Monthly Preventive Maintenance: The following maintenance will be performed on the west county sites a minimum of every thirty (30) days and on the east county sites a minimum of every thirty (30) days (could be more frequent depending on extreme weather conditions):

9.1 AIR COOLED CONDENSER

- a. Lubricate all motor and fan bearings as required.
- b. Check coil surface for scale and dirt.
- c. Check for refrigerant leaks.
- d. Check frame for damage, rust and corrosion.
- e. Lubricate motor bearings.
- f. Examine motor mount resiliency.
- g. Tighten all electrical connections.
- h. Inspect motor starter coils and contacts.

9.2 AIR FILTERS

- a. Change filters when the pressure drop across the filters exceeds the recommended allowable pressure drop. The media used for replacement shall be equal to or shall exceed the efficiency rating of the original equipment.

9.3 AIR HANDLERS

- a. Check blower mounting and tighten if necessary.
- b. Check shaft alignment to motor.
- c. Check blower rotation.
- d. Oil or grease blower bearing.
- e. Check blower scroll for dirt and clean.
- f. Check housing for rust and repair as necessary.

9.4 CONTROL PANEL

- a. Check starter timer operation.
- b. Check control indicator lights.
- c. Check high pressure cutout, calibrate as necessary.
- d. Check all sight glasses.
- e. Check operation and condition of all relays.

- f. Check operation of anti-recycle timer.
- g. Check operation of crankcase heater.
- h. Tighten all electrical connections.
- i. Check low temperature control, calibrate as necessary.

9.5 DAMPERS

- a. Lubricate dampers.
- b. Check for proper travel and close off, adjust as required.
- c. Tighten linkage and ball joints.
- d. Check operator bellows.

9.6 ELECTRIC MOTORS

- a. Check motor mounting and tighten if necessary.
- b. Check motor pulley for security, alignment and tighten if necessary.
- c. Check bearing wear.
- d. Check wiring and conduit (from motor to starter) for condition.
- e. Check rotation of motor.
- f. Check motor for excessive heat and noise.
- g. Check air passages and winding.
- h. Check starter and contacts.
- i. Oil or grease motor bearing(s) as required.
- j. Measure current draw and record.

9.7 EVAPORATOR

- a. Check and clean tubes or fins as required.
- b. Check for rust and scale.
- c. Blow out coils with CO₂.

9.8 EXHAUST FANS AND BLOWERS

- a. Lubricate all moving parts as required.
- b. Adjust tension on all belts as required.
- c. Replace belts when necessary.
- d. Check blower scroll for dirt and clean if needed.
- e. Check motor for excessive heat and noise

9.9 EXPANSION VALVE

- a. Check all valves for evidence of sticking.
- b. Check expansion valve bulb to see that it has good contact with suction line.
- c. Check operation of all solenoid valves.
- d. Check the seats of all valves for erosion.
- e. Check TXV adjustments for superheat and packing for leaks.

9.10 FINNED COILS

- a. Check for leaks.
- b. Check condensate pans and drains.

9.11 REFRIGERATION COMPRESSOR

- a. Check for oil leaks.

- b. Check refrigerant charge condition through sight glass.
- c. Check for unusual noise or vibration.
- d. Check for refrigeration compressor and refrigeration piping leaks.
- e. Check operation of safety and capacity controls for proper operation, including high and low pressure cut –outs.
- f. Check compressor mounting.
- g. Check condition of refrigeration insulation.
- h. Perform start-up procedure per manufacturer’s recommendation.
- i. Perform efficiency test and record results.
- j. Check operation pressure of system.

9.12 RELAYS

- a. Energize relay to insure operation.
- b. Inspect contacts and clean if required.
- c. Replace if necessary.

9.13 THERMOSTATS

- a. Remove cover and remove all foreign particles.
- b. Clean thermostat cover.
- c. Check set point of control.
- d. Check throttling range and reset.
- e. Calibrate as necessary.
- f. Check all pilot bleed ports.
- g. Check general condition.
- h. Check electrical connections.

10.0 Repairs: In the event that necessary repairs are discovered during regular maintenance, CONTRACTOR will advise COUNTY Site Supervisor prior to any work being conducted.

10.1 CONTRACTOR has quoted a not to exceed amount for repairs as needed, including labor and materials. The labor costs referenced in Exhibit D note regular hours, after hours, holiday, weekend and emergency rates for each repair service.

- i. Regular Hours are defined as: Monday through Friday, between the hours of 7:00 AM and 4:30PM
- ii. After Hours is defined as: 4:30 PM through 7:00 AM
- iii. Weekend Hours are defined as: Any work done on Saturday and Sunday
- iv. Holiday Hours are defined as: Any work done on the County Observed Holidays. See Section 8.
- v. Emergency Service is defined as: An additional fee (if any) for service technician to be on-site within 3 hours of emergency request call.

10.2 Comprehensive quotes will be requested from the CONTRACTOR for **each** repair needed.

10.3 All repairs or projects estimated to exceed \$12,000 will require competitive bidding, including the awarded Contractor(s) and other HVAC service providers.

10.4 The COUNTY reserves the right to seek additional quotes at any time for repair services.

EXHIBIT B
Geographical Area

1.0 Locations: The site location list is divided into two (2) geographical segments, Western and Eastern Riverside County. The service requirements apply to each geographical area. The majority of sites are located on mountain top terrain with unpaved roads for access. Four wheel drive vehicles will be required. Comprehensive site location addresses will be provided to the CONTRACTOR as initial scheduling with COUNTY.

East County Sites	West County Sites
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Name	City	Name	City
Arlington	Riverside	Snow Peak	Morongo Valley
Avocado Flats	Fallbrook	Sunnyslope	Riverside
Banning	Banning	Temescal	Corona
Beacon Hill	Norco	Timoteo	Moreno Valley
Billy Goat	Aguanga	Vaquero	Temecula
Blue Mountain	Grand Terrace	Whitewater	Banning
Box Springs	Riverside	Winchester	Hemet
Brookside	Beaumont	Belle NPS	Joshua Tree National Park
Buena Vista	Corona	Big Maria	Blythe
Cajalco	Corona	Black Eagle	Desert Center
Clinton Keith	Murrieta	Black Jack	Desert Center
El Cariso	Lake Elsinore	Black Rock	Blythe
Elsinore Peak	Lake Elsinore	Blythe	Blythe
Estelle	Perris	Box Canyon	Desert Center
Glen Avon	Riverside	Cactus City	Indio
Green River	Corona	Chuckwalla	Desert Center
Hemet	Hemet	Corn Springs	Desert Center
Homeland (FS54)	Homeland	Edom Hill	Desert Hot Springs
Lake Hemet	Mountain Center	Hidden Valley	Parker
Lake Mathews	Riverside	Indio Hill	Indio
Lake Riverside	Aguanga	Indio Prime	Indio
Leona	Perris	Iron Mtn. LADWP	Earp
Margarita	Temecula	Joshua Tree	Joshua Tree
Marion Ridge	Idyllwild	Line	Mecca
Marshell	Perris	Mecca Land Fill	Desert Center
Mead Valley	Perris	Midland	Desert Center
Menifee	Menifee	Palen McCoy	Desert Center
Morongo	Cabazon	Paradise	Norco
Mt. David	Beaumont	Quail Mesa	Parker
North Mt.	San Jacinto	Rice	Desert Center
Perris	Perris	Road 177	Desert Center
Quail Valley	Quail Valley	Road 62	Desert Center
Ranger Peak	Idyllwild	Santa Rosa Peak	Mountain Center
Red Mountain	Hemet	Spring Hill	Desert Center

Name	City	Name	City
Redondo Mesa	Murrieta	Toro Peak	Mountain Center
Ridge Road	Lake Elsinore	Vidal Junction	Earp
Santiago Peak	Corona	Wiley's Well	Desert Center

2.0 Addition/Deletion of Sites: The COUNTY reserves the right to add/delete sites on an as needed basis. The cost for servicing sites will depend on the type of service required for that site, and will be in accordance to pricing agreed upon within the signed agreement between the CONTRACTOR and the COUNTY. CONTRACTOR will be notified in writing 60 days prior to any site additions or deletions.

**EXHIBIT C
Equipment List (at time of award)**

LOCATION	AC: MAKE - MODEL - SERIAL #	FILTER SIZE & QTY	4x4
Arlington	marvair avp48aca050nu--by-f117505-0-27/7506-0-4	21.5*36.5*2 (2)	no
Avocado Flats	marvair avp48aca050nu--az-f120266-0-50/0266-0-64	21.5*36.5*2 (2)	no
Banning	marvair avp48aca050nu--my-f119165010/9165015	2105*36.5*2 (2)	no
Beacon Hill	marvair avpa48aca050nu--aa-f123397-0-12/3397-0-4	21.5*36.5*2 (2)	no
Belle Mtn	marvair avpa48ava050nu--azf120209022/209019	21.*36.5*2 (2)	yes
Big Maria	NEED INFORMATION		yes
Billy Goat	marvair avpa24aca050nu--ka-f1255902-0-1/ 5902-0-8	18*25*2 (2)	no
Black Eagle	Marvair avpa48aca050nu Gz f121606033/ GZ f121604016	21.5*36.5*2 (2)	no
Black Jack	marvair avpa60aca--az-f120209-0-11/209013	21.5*36.5*2 (2)	no
Black Rock	marvair avpa60aca-ky-f119535-0-1/azf12015405/57402	21.5*36.5*2 (3)	no
Blue Mountain	marvair avp48aca050nu--jyfl19165-0-14/9165-0-12	21.5*36.5*2 (2)	no
Blythe	goodman cpc120xxx3bxxxxa--0909684051/ax51	18*24*2 (4) 14*24*2 (4)	no
Blythe (spring street)	ax51 belt	20*25*2, 12*25*2(4ea)	no
Box Canyon	marvair avpa24aca050nu ka-f12590206/ 902011	18*25*2 (2)	yes
Box Springs	NEED INFORMATION		yes
brookside	marvair avp48aca050nu--by-f117505-0-30/7505-0-18	21.5*36.5*2 (2)	no
Buena Vista	marvair avp48aca050nu--by-f117506-0-16/7506-0-11	21.5*36.5*2 (2)	no
Cactus City	marvair avp60ava050nu--hy-f114044-0-2/hzf120209023	21.5*36.5*2 (2)	no
Cactus City	kyfl1953402		yes
Cajalco	marvair avpa48aca050nu---az-f120155-0-76/0155-0-8	21.5*36.5*2 (2)	no
Chuckwalla	marvair avp48aca050nu jy f119165011 jy f1916505	21.5*36.5*2 (2)	yes
Clinton Keith	marvair avpa60aca050cu hb-f12906305/ gbf12889103	21.5*36.5*2 (2)	no
Corn Springs	marvair avp48aca050nu--jy-f119165-0-9/9165-0-7	21.5*36.5*2 (2)	no
Edom Hill	BOX SPRINGS		yes
El Cariso	marvair avpa48ava050nu--ba-f123891-0-6/3891-0-7	21.5*36.5*2 (2)	no
Elsinore Peak	marviar avpa60aca050nu--(1a)azf120209012/(2a) 021	21.5*36.5*2 (2)	no
Elsinore Peak	marvair avapa60aca058nu-(1B) azf12015401/(2B)20908	21.5*36.5*2 (2)	yes
Estelle Mountain	marvair avpa484aca050nu--aa-f123397-0-13/3397-0-5	21.5*36.5*2 (2)	no
Glen Avon	marvair avpa60aca050nu--az-f120154-0-14/0154-0-2	21.5*36.5*2 (2)	no
Green River	marvair eova18aca0365--aaf123298-0-2/3298-0-1	none	no
Green River	serial on units 3 &4 lz-f122977-0-4/2977-0-3	none	no
Hemet	NEED INFORMATION		no
Hidden Valley	marvair Avpa48aca050nu--ba-f123891-0-4/3891-0-5	21.5*36.5*2 (2)	no
Homeland	avp48aca050nu By f117505021/ By f117505024	21.5*36.5*2 (2)	no
Indio AEOC (vehicle bay only)	NEED INFORMATION		no

LOCATION	AC: MAKE - MODEL - SERIAL #	FILTER SIZE & QTY	4x4
Indio Hill	NEED INFORMATION		yes
Iron Mountain	marvair avpa48aca050nu--gz-f121606-0-26/1606-0-9	21.5*36.5*2 (2)	yes
Joshua Tree	marvair avpa36aca050nu azf120156018/156020	21.5*36.5*2 (2)	no
Lake Hemet	NEED INFORMATION		yes
Lake Matthews	marvair avpa48aca050nu--jy-f119165-0-13/165-0-3	21.5*36.5*2 (2)	no
Lake Riverside	marvair avp48aca050nu--by-f117506-0-12/7506-0-6	21.5*36.5*2 (2)	no
Leona	marvir avp48aca050nu--by f1175056010/7505023	21.5*36.5*2 (2)	no
Line	marvair avp48aca050nu---az-f120266-0-62/0266-0-63	21.5*36.5*2 (2)	no
Margarita	marvair avpa 48aca050nu--aaf123397-0-10/2863-0-7	21.5*36.5*2 (2)	no
Marion Ridge	NEED INFORMATION		yes
Marshall	marvair avp48aca050nu--by-f117505-0-7/7505-0-5	21.5*36.5*2 (2)	no
Mead Valley	marvair avp48aca050nu--kv-f0116313-000-29/313-00-22	21.5*36.5*2 (2)	no
Mecca Landfill	marvair avp48aca050nu--by-f117506-0-5/7505-0-22	21.5*36.5*2 (2)	no
Menifee	marvair avap48aca050nu--by-f117505-0-19/7505-0-25	21.5*36.5*2 (2)	no
Midland	marvair avpa24aca050nu--ka-f125902-0-7/5902-0-2	16*25*2 (2)	no
Morongo	marvair avp48aca050nu--by-f117506-0-2/7506-0-26	21.5*36.5*2 (2)	no
Mount David	marvir avpa60aca050nu- gb f12889102/gb f12889106	21.5*36.5*2 (2)	no
North Mt	marvair avpa60aca050nu--az f120209-0-15/hyf11904401	21.5*36.5*2 (2)	no
Palen McCoy	marvair avpa24aca050nu ka-f12590203/ 902014	16*25*2 (2)	no
Perris	marvair avp48aca050nu-- jy-f12847707/47709	21.5*36.5*2 (2)	no
Quail Mesa	Marvair avbpa48aca050nu BA F123838020/ BA F123838015	21.5*36.5*2 (2)	no
Quail Valley	marvair avp 48ava050nu--byf117505-0-28/7505-0-14	21.5*36.5*2 (2)	no
Ranger Peak	marvair avpa48aca050nu--az-f120266-0-74/0266-0-65	21.5*36.5*2 (2)	no
Red Mountain	marvair avpa60aca050nu-az120209020/20904	21.5*36.5*2 (2)	yes
Redondo Mesa	marvir avp48aca050nu byf117596012/505027	21.5*36.5*2 (2)	no
Ridge Road	Marvair avpa48050nu fb f12811803/ fb f12811805	21.5*36.5*2 (2)	no
Rice	marvair avpa48aca050nu--az-f120266-0-77/0266-0-61	21.5*36.5*2 (2)	no
Road 177	marvair avp48aca050nu--by-f117506-0-15/7506-0-13	16*25*2 (2)	no
Road 62	marvair avpa24aca050nu--ka-f1255902-0-9/ 5902-0-18	16*25*2 (2)	no
Santiago Peak	Bard PH136021 -(1a) 289k02542886/(2a) 289h082510713	16*20*1 (8)	yes
Santiago Peak	(1b) 289j082532616/ (2b) 289h082510708		
Sunny Slope	marvair avpa48aca050nu---az-f20266-0-80/10a536a92	21.5*36.5*2 (2)	no
Temescal	marvair avpa048aca050nu- gb-f128477-0-6/477-0-10	21.5*36.5*2	no
Timoteo	marvair avp48aca050nu--az-f120155-0-5/0155-0-6	21.5*36.5*2 (2)	no
Vaquero	marvair avp48ava050nu--az-f120266-0-71/0266-0-9	21.5*36.5*2 (2)	no
Vidal Junction	marvaire avp48aca050nu--jy-f119165-0-1/ 9165-0-18	21.5*36.5*2 (2)	no
Whitewater	marvair avpa60aca050nu--az-f120209-0-7/0209-0-1	21.5*36.5*2 (2)	no
Willey's Well	Marvair avp48aca050nu--jy-f119165-0-6/9165-0-8	21.5*36.5*2 (2)	no
Winchester	marvair avpa48aca050n Az f12015502/ Az f12015501	21.5*36.5*2 (2)	no

**EXHIBIT D
PAYMENT SCHEDULE**

Item Code	Item Name	Qty	Unit	Unit Price	Total Price
HOURLY RATES FOR REPAIRS					
94155	Regular Hours	1	HOUR	\$85.00	\$85.00
94155	After Hours	1	HOUR	\$119.00	\$119.00
94155	Weekend Hours	1	HOUR	\$119.00	\$119.00
94155	Holiday Hours	1	HOUR	\$153.00	\$153.00
94155	Emergency Service Call Out Fee	1	Each	\$40.00	\$40.00
LOCATIONS		Annual Qty	Unit	Unit Price	Extended Price
94155	Arlington	12	MONTHLY	\$136.25	\$1,635.00
94155	Avocado Flats	12	MONTHLY	\$136.25	\$1,635.00
94155	Banning	12	MONTHLY	\$136.25	\$1,635.00
94155	Beacon Hill	12	MONTHLY	\$136.25	\$1,635.00
94155	Belle Mtn	12	MONTHLY	\$136.25	\$1,635.00
94155	Big Maria	12	MONTHLY	\$136.25	\$1,635.00
94155	Billy Goat	12	MONTHLY	\$136.25	\$1,635.00
94155	Black Eagle	12	MONTHLY	\$136.25	\$1,635.00
94155	Black Jack	12	MONTHLY	\$136.25	\$1,635.00
94155	Black Rock	12	MONTHLY	\$136.25	\$1,635.00
94155	Blue Mountain	12	MONTHLY	\$136.25	\$1,635.00
94155	Blythe	12	MONTHLY	\$136.25	\$1,635.00
94155	Blythe (Spring Street)	12	MONTHLY	\$136.25	\$1,635.00
94155	Box Canyon	12	MONTHLY	\$136.25	\$1,635.00
94155	Box Springs	12	MONTHLY	\$136.25	\$1,635.00
94155	Brookside	12	MONTHLY	\$136.25	\$1,635.00
94155	Buena Vista	12	MONTHLY	\$136.25	\$1,635.00
94155	Cactus City	12	MONTHLY	\$136.25	\$1,635.00
94155	Cactus City	12	MONTHLY	\$136.25	\$1,635.00
94155	Cajalco	12	MONTHLY	\$136.25	\$1,635.00
94155	Chuckwalla	12	MONTHLY	\$136.25	\$1,635.00
94155	Clinton Keith	12	MONTHLY	\$136.25	\$1,635.00
94155	Corn Springs	12	MONTHLY	\$136.25	\$1,635.00
94155	Edom Hill	12	MONTHLY	\$136.25	\$1,635.00
94155	El Cariso	12	MONTHLY	\$136.25	\$1,635.00
94155	Elsinore Peak	12	MONTHLY	\$136.25	\$1,635.00
94155	Elsinore Peak	12	MONTHLY	\$136.25	\$1,635.00
94155	Estelle Mountain	12	MONTHLY	\$136.25	\$1,635.00
94155	Glen Avon	12	MONTHLY	\$136.25	\$1,635.00

94155	Green River	12	MONTHLY	\$136.25	\$1,635.00
94155	Green River	12	MONTHLY	\$136.25	\$1,635.00
94155	Hemet	12	MONTHLY	\$136.25	\$1,635.00
94155	Hidden Valley	12	MONTHLY	\$136.25	\$1,635.00
94155	Homeland	12	MONTHLY	\$136.25	\$1,635.00
94155	Indio AEOC (vehicle bay only)	12	MONTHLY	\$136.25	\$1,635.00
94155	Indio Hill	12	MONTHLY	\$136.25	\$1,635.00
94155	Iron Mountain	12	MONTHLY	\$136.25	\$1,635.00
94155	Joshua Tree	12	MONTHLY	\$136.25	\$1,635.00
94155	Lake Hemet	12	MONTHLY	\$136.25	\$1,635.00
94155	Lake Matthews	12	MONTHLY	\$136.25	\$1,635.00
94155	Lake Riverside	12	MONTHLY	\$136.25	\$1,635.00
94155	Leona	12	MONTHLY	\$136.25	\$1,635.00
94155	Line	12	MONTHLY	\$136.25	\$1,635.00
94155	Margarita	12	MONTHLY	\$136.25	\$1,635.00
94155	Marion Ridge	12	MONTHLY	\$136.25	\$1,635.00
94155	Marshell	12	MONTHLY	\$136.25	\$1,635.00
94155	Mead Valley	12	MONTHLY	\$136.25	\$1,635.00
94155	Mecca Landfill	12	MONTHLY	\$136.25	\$1,635.00
94155	Menifee	12	MONTHLY	\$136.25	\$1,635.00
94155	Midland	12	MONTHLY	\$136.25	\$1,635.00
94155	Morongo	12	MONTHLY	\$136.25	\$1,635.00
94155	Mount David	12	MONTHLY	\$136.25	\$1,635.00
94155	North Mt	12	MONTHLY	\$136.25	\$1,635.00
94155	Palen McCoy	12	MONTHLY	\$136.25	\$1,635.00
94155	Perris	12	MONTHLY	\$136.25	\$1,635.00
94155	Quail Mesa	12	MONTHLY	\$136.25	\$1,635.00
94155	Quail Valley	12	MONTHLY	\$136.25	\$1,635.00
94155	Ranger Peak	12	MONTHLY	\$136.25	\$1,635.00
94155	Red Mountain	12	MONTHLY	\$136.25	\$1,635.00
94155	Redondo Mesa	12	MONTHLY	\$136.25	\$1,635.00
94155	Ridge Road	12	MONTHLY	\$136.25	\$1,635.00
94155	Rice	12	MONTHLY	\$136.25	\$1,635.00
94155	Road 177	12	MONTHLY	\$136.25	\$1,635.00
94155	Road 62	12	MONTHLY	\$136.25	\$1,635.00
94155	Santiago Peak	12	MONTHLY	\$136.25	\$1,635.00
94155	Santiago Peak	12	MONTHLY	\$136.25	\$1,635.00
94155	Sunny Slope	12	MONTHLY	\$136.25	\$1,635.00
94155	Temescal	12	MONTHLY	\$136.25	\$1,635.00
94155	Timoteo	12	MONTHLY	\$136.25	\$1,635.00
94155	Vaquero	12	MONTHLY	\$136.25	\$1,635.00

94155	Vidal Junction	12	MONTHLY	\$136.25	\$1,635.00
94155	Whitewater	12	MONTHLY	\$136.25	\$1,635.00
94155	Willey"s Well	12	MONTHLY	\$136.25	\$1,635.00
94155	Winchester	12	MONTHLY	\$136.25	\$1,635.00