

3.47 (ID # 7781)

#### **MEETING DATE:**

Tuesday, August 28, 2018

**FROM:** FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT Approval of the As-Needed Fire Apparatus and Specialty

Equipment Repair and Maintenance Services Program and the Professional Service Agreements between County of Riverside and the Vendors Listed in Table 1, All Districts [Total Cost \$6,500,000; up to \$650,000 in additional compensation] [\$1,300,000 Annually]; General Fund 24%, Contract Reimbursement 40%,

Structural Fire Taxes 36%

**RECOMMENDED MOTION:** That the Board of Supervisors:

 Approve the As-Needed Fire Apparatus and Specialty Equipment Repair and Maintenance Services Program in the annual aggregate amount not to exceed \$1,300,000 and an additional contingency amount not to exceed \$130,000 per year for one (1) year with four (4) one-year options to renew through fiscal years 2019 through 2023;

2. Approve the As-Needed Fire Apparatus and Specialty Equipment Repair and Maintenance Services Program Professional Service Agreements with the vendors listed below in Table 1 and attached hereto as Attachments A through M ("Agreements") each for an annual amount of \$100,000 commencing on execution of the Agreements and terminating on June 30, 2019, with an option to extend for up to an additional four (4) one (1) year-option periods:

ACTION: Policy

hawn Newman, Chief Cal Fire Riverside County 8/15/2018

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Nays:

None

Absent:

None

Date:

August 28, 2018

XC:

Fire, Purchasing

3.47

Kecia Harper-Ihem

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- 3. Authorize the Chairman of the Board to execute the attached Agreements on behalf of the County; and
- 4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) execute amendments that do not change the substantive terms of each of the Agreements, and b) authorize and execute amendments to each of the Agreements which may change amount disbursements, provided such changes do not exceed the Board-approved annual aggregate amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,430,000	\$1,430,000	\$6,500,000	\$0
NET COUNTY COST	\$343,200	\$343,200	\$1,560,000	\$0
SOURCE OF FUNDS Reimbursement 40%			Budget Adjust	ment: No
		e P	<b>For Fiscal Yea</b> 18/19 – 22/23	r:

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### **Summary (continued)**

Riverside County Fire Department ("County Fire") operates approximately four hundred (400) pieces of fire apparatus and specialty equipment of various types, age and mileage. The purpose of establishing the As-Needed Fire Apparatus and Specialty Equipment Repair and Maintenance Program ("As-Needed Fire Program" or "Program") is to develop a list of qualified, contracted vendors that the County may select on an as-needed basis based on geographic location, specialty qualification, price and other factors determined most advantageous to the County so that fire apparatus and specialty equipment is properly repaired and maintained in an efficient, cost effective manner.

County Fire's primary goal and focus in establishing this program is to:

- Augment fire apparatus and specialty equipment repair services, on an as needed basis,
   via a pre-qualified list of contracted vendors;
- Extend the repair and maintenance service dollars Fire spends by increasing the efficiency and economy of its fire apparatus and specialty equipment repair and maintenance expenditures;

- Streamline the repair and maintenance administrative process by delivering the best value to the County through a list of qualified vendor options; and
- Decrease fire apparatus and specialty equipment down-time by returning properly repaired fire apparatus and specialty equipment back to County Fire in serviceable condition and operating per manufacturer specifications and intended design/function.

The estimated annual aggregate cost of the proposed As-Needed Fire Program is not to exceed \$1,430,000 per year. To implement the Program, a Request for Qualifications ("RFQ") was advertised and after receiving fourteen (14) proposals, County Fire determined that the thirteen (13) vendors listed in Table 1 represented the best overall value for their repair and maintenance service needs. For fiscal year 2018/2019, the contract amount for each of the attached Agreement is \$100,000 and the term of each Agreement commences on July 1, 2018 and terminates on June 30, 2019, with the option to extend for up to an additional four (4) one (1) year-option periods. County Counsel has approved the Agreements as to form.

The services provided under the As-Needed Fire Program includes as-needed repair and maintenance of fire apparatus and specialty equipment ranging from Tractor Drawn Aerials, Quints, Types I, II, III, and VI Fire Engines, Breathing Support Apparatus, Water Tenders and other specialty equipment and components. The services to be performed include, but is not limited to, preventative maintenance services, engine repair, electrical repair, brake repair, suspension and frame repair, hydraulic repair, pump repair, ladder/aerial repair, paint and body repair, inspections and testing, vehicle enhancements and retro-fit services.

County Fire staff recommend approving the As-Needed Fire Program in the not to exceed amount of \$1,430,000 per year for fiscal years 2018 through 2023 and also recommend approving the Agreements for fiscal year 2018/2019.

#### **Impact on Citizens and Businesses**

The attached Agreements allow for as-needed, necessary repairs and maintenance services for the County Fire's Fleet Bureau so that it may maintain proper equipment availability and reliability and allow our firefighters to effectively meet the needs of the communities they serve.

### SUPPLEMENTAL:

#### **Additional Fiscal Information**

The proposed As-Needed Fire Program derives its funding from General Funds (24%), revenue from contract reimbursement from its contracted cities (40%), and from structural fire taxes (36%). County Fire estimates expending a not to exceed annual aggregate amount of \$1,300,000 to \$1,430,000 in fiscal years 2018/2019 through 2022/2023. These costs are included in Fire's annual cost allocation plan. This cost of the proposed As-Needed Fire Program is included in County Fire's fiscal year 2018/2019 budget.

#### **Contract History and Price Reasonableness**

As-Needed Fire Program was advertised via the Public Purchase website as RFQu # FPARC-317 on January 12, 2018 with over 125 potential respondents being notified and over thirty (30) companies downloading the solicitation. Prior to the solicitation closing date, the County issued a total of two (2) addenda to the solicitation. Addendum No. 1- issued January 23, 2018 – changing the availability of the non-mandatory pre-bid meeting to teleconference. Addendum No. 2 - issued on February 14, 2018 - included the County's response to vendor questions, minutes from the pre-bid conference, and administrative changes to the Vendor Qualification Packet.

On January 24, 2018, a pre-bid meeting was held at Central Purchasing with thirteen (13) vendors in attendance either in person or via teleconference. Upon the solicitation closing date, the County conducted a compliance review of vendor submittals. Bidders were not required to provide all repair/maintenance service categories listed in the solicitation, but had the option to submit their qualifications for either one, multiple, or all repair/maintenance service categories. Based on this review, each submittal was determined to be in compliance with the requirements of the solicitation and therefore considered for further evaluation.

The bidder qualification submittals were evaluated by members of the County Fire's Fleet Bureau. Each bidder submittal was evaluated on its own merits against the evaluation criteria annotated in the solicitation:

- a. Price
- b. Bidder Qualifications
- c. Category of Repair Services Offered
- d. Location
- e. Warranties
- f. Past Performance References and Proven Quality of Service and Customer Support

The hourly rates ranged from \$75.00 to \$120.00. Based on the evaluation of each firm's qualifications, past performance, and evaluation of price, County Fire determined that the thirteen (13) companies listed below represented the best overall value in fulfilling the repair and maintenance needs of the Program. The companies listed in Table 1 were found qualified to perform services under one, multiple or all of the following repair categories: Category I – General Repair; Category II – Engine and Accessories; Category III – Allison Transmission and Accessories; Category IV – Midship Pimps and Auxiliary Pumps; Category V – Ladders / Aerials (including Quints); Category VI – Bodywork and Paint; Category VIII – Emission System Diesel Exhaust Fluid (DEF) Cleaning Service and Repair; Category VIII – Starter and Alternator Repair; and Category IX – Upholstery Repair.

TABLE 1 - List of Vendors

Company	Hr. Rate	Cat. I	Cat. II	Cat. III	Cat. IV	Cat. V	Cat. VI	Cat. VII	Cat. VIII	Cat. IX
Mobile Diesel Smoke	\$75.00							Х		
STS Operating	\$80.00	***			Х	Х				
FAS	\$89.00	Х	Х	Х	Х	Х	Х	X	Х	Х
Commercial Engine	\$94.00	Х	Х	X				X	Х	Х
EVG	\$95.00	Х	Х	X	X	Х	Х	Х	X	X
So. Cal Fleet Services	\$95.00	Х	Х	X	Х	Х	Х	X		
Briseno's	\$95.00	Х	Х	_					X	
Western State	\$95.00		1	Х					711000	
Bab Steering	\$96.50	Х			,	Х				
United Transmission	\$98.50			Х						
Exch.									-	
Colton Truck	\$100.00	Х	Х					Х	Х	
Transwest Truck Center	\$119.00	Х	Х	Х				Х	Х	
Precision Fleet	\$120.00	Х	X	Х	Х		Х	X	Х	Х

The County will issue purchase orders on an as-needed basis to contractors on the qualified vendor list. The Fleet Manager or designee will identify the work to be performed and will request an estimate from selected contractor(s) that have been found qualified for the category of repair/maintenance being requested. Each time work is required, the County will evaluate the list of qualified contractors and select a contractor based on the vendor's qualifications, location, availability, and special tooling/equipment. At the discretion of the County, or for all repair estimates over \$25,000, the County will bid such work amongst the list of awarded contractors for the specific category of repair needed.

#### Attachments:

Attachment A - Contract # FPARC-92887-001-06/23 Bab Steering and Hydraulics, Inc.

Attachment B - Contract # FPARC-92887-002-06/23 Briseno Tire & Towing

Attachment C - Contract # FPARC-92887-003-06/23 Colton Truck Terminal Garage

Attachment D – Contract # FPARC-92887-004-06/23 Commercial Engine Services, Inc.

Attachment E - Contract # FPARC-92887-005-06/23 Emergency Vehicle Group, Inc.

Attachment F - Contract # FPARC-92887-006-06/23 Kalmikov Enterprises, Inc.

Attachment G - Contract # FPARC-92887-007-06/23 Mobile Diesel Smoke Testing Services, LLC.

Attachment H - Contract # FPARC-92887-008-06/23 Precision Fleet Repair

Attachment I - Contract # FPARC-92887-009-06/23 Southern California Fleet Services, Inc.

Attachment J - Contract # FPARC-92887-010-06/23 STS Operating, Inc.

Attachment K - Contract # FPARC-92887-011-06/23 Transwest Truck Center

Attachment L - Contract # FPARC-92887-012-06/23 United Transmission Exchange

Attachment M - Contract # FPARC-92887-013-06/23 Western States Converters and Transmissions, Inc.

Teresa Summers, Director of Purchasing 8/15/2018

Ryan Carter, Principal Management Analyst

8/21/2018

Gregory V. Priamos, Director County Counsel

8/15/201

#### **SERVICE AGREEMENT**

for

## AS-NEEDED FIRE APPARATUS AND SPECIALTY EQUIPMENT REPAIR AND MAINTENANCE SERVICES PROGRAM

between

#### **COUNTY OF RIVERSIDE**

and

#### MOBILE DIESEL SMOKE TESTING SERVICES, LLC



### **TABLE OF CONTENTS**

SEC I	TON HEADING	<u>PAGE NUMBER</u>
1.	Description of Services	3
2.	Period of Performance	3
3.	Compensation	3
4.	Alteration or Changes to the Agreement	5
5.	Termination	5
6.	Ownership/Use of Contract Materials and Products	6
7.	Conduct of Contractor	7
8.	Inspection of Service: Quality Control/Assurance	7
9.	Independent Contractor/Employment Eligibility	8
10.	Subcontract for Work or Services	9
11.	Disputes	9
12.	Licensing and Permits	10
13.	Use by Other Political Entities	10
14.	Non-Discrimination	10
15.	Records and Documents	11
16.	Confidentiality	11
17.	Administration/Contract Liaison	12
18.	Notices	12
19.	Force Majeure	12
20.	EDD Reporting Requirements	12
21.	Hold Harmless/Indemnification	13
22.	Insurance	13
23.	General	16
Exhibi	it A - Statement of Work	18
	Attachment 1 - Equipment List	27
Exhibi	Attachment 2 – Station Locationsit B - Payment Provisions	39
LAHIUI	to D i aymont I tovisions	42

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Mobile Diesel Smoke Testing Services, LLC (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. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Statement of Work, at the prices stated in Exhibit B, Payment Provisions.
- 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 that 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 The "Effective Date" shall be the date this Agreement is executed by the parties. In the event the parties execute this Agreement on more than one date, then the last date the Agreement is executed by a party shall be the "Effective Date" and this Agreement shall continue in effect until June 30, 2019, unless terminated earlier.
- 2.2 At the COUNTY's sole discretion, this Agreement may be extended up to four (4) additional one-year periods with a final expiration date of June 30, 2023, unless terminated earlier.

#### 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

RFQu # FPARC-317

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 unit increases will be permitted during the first year of this Agreement as set forth in Exhibit B Payment Schedule. 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 for cost increases 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 Riverside, San Bernardino and Ontario 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, 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 Fire Department
Attn: Accounts Payable
210 W. San Jacinto Ave.

Perris, CA 92570

- a) Each invoice shall contain a minimum of the following information: purchase order number, invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-92887-007-06/23); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per California Government Code, 926.10. 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, provided that the maximum total amount authorized under this Agreement is not exceeded. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### 5. <u>Termination</u>

- **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.
- 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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management "SAM". CONTRACTOR must notify the COUNTY immediately of a 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). 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.
- 5.8 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 thereof. Failure on the part of the 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 hereof or stopping COUNTY from enforcement hereof.

#### 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 that the 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. <u>Inspection of Service; Quality Control/Assurance</u>

- 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. <u>Independent Contractor/Employment Eligibility</u>

- 9.1 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.
- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Pub. L. 99-603, as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY

RFQu # FPARC-317 Form #116-310 – Dated: 2/01/2016 within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### 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.

11.3 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.

#### 12. <u>Licensing and Permits</u>

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. <u>Use By Other Political Entities</u>

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 disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military or veteran status of any person 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

RFQu # FPARC-317

Housing Act (Cal. 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. § 12101 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**

Riverside County Fire Department 210 W. San Jacinto Avenue Perris, CA 92570 Attn: John Miller

#### **CONTRACTOR**

Mobile Diesel Smoke Testing Services, LLC. 79-499 Country Club Drive Bermuda Dunes, CA 92203 Attn: Eric Burns

#### 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. Provided the COUNTY receives written notice of such force majeure event no later than five (5) business days after commencement of such force majeure event.

#### 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

RFQu # FPARC-317

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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 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 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. The obligations set forth herein shall survive the expiration and early termination of this Agreement.

#### 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.

#### E. 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 Country'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 CONTRACTOR represents and warrants that CONTRACTOR is registered to do business in the State of California with the California Secretary of State.
- 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

Name:

Title: Manager

MOBILE DIESEL SMOKE SERVICES, LLC

Éric Burns

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

Chuck Washington, Chairman

**Board of Supervisors** 

Dated: AUG 28 2018

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

**County Counsel** 

Amrit Dhillon,

**Deputy County Counsel** 

#### **EXHIBIT A - STATEMENT OF WORK**

#### **TABLE OF CONTENTS**

Section I:		General Conditions
	1.0	General Overview
	2.0	Work Requirements
	3.0	Payment for Services Rendered
	4.0	Compliance with Laws, Rules and Regulations
	5.0	Contractor Eligibility
	6.0	Contractor Relocation
	7.0	Transfer of Ownership
	8.0	Nonexclusive Agreement
	9.0	Multiple Awards
	10.0	Existing Contracts
	11.0	Use by Other Government Agencies
	12.0	Authorization to do Business
	13.0	Specialty Safety Requirements
	14.0	Supervision
	15.0	Security
	16.0	False Certification
	17.0	Performance Measures
	18.0	Hours and Days of Operations
	19.0	County Observed Holidays
Section II:		Administrative Procedures
	1.0	Repair Authorization
	2.0	Invoice Information
	3.0	Contractor Selection
Section III:		Scope of Work
	1.0	Mobile On-Site Repair
	2.0	Pick-up and Return of Apparatus
	3.0	Afterhours Response
	4.0	Turn Around and Response Time
	5.0	Materials and Parts
	6.0	Repair Categories
	7.0	Additional Responsibilities of Vendor
	8.0	Responsibilities of the County

RFQu # FPARC-317 Form #116-310 – Dated: 2/01/2016

Award of Work

Warranties

9.0 10.0

### **EXHIBIT A - SECTION I GENERAL CONDITIONS**

#### 1.0 GENERAL OVERVIEW

CONTRACTOR agrees to provide to the COUNTY as-needed fire apparatus and specialty equipment repair and maintenance services per the repair categories listed in Exhibit A, Section III, Paragraph 6.0 – Repair Category Selection and all terms and conditions of this Agreement. The apparent silence or omission from any detailed description concerning any repair or maintenance service shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of the highest acceptable industry standards are to be used. All interpretations of this Agreement shall be made on the basis of this principle.

- 1. The apparatus and equipment types that will require services under this Agreement are listed in Exhibit A, Attachment I and range from Tractor Drawn Aerials, Quints, Type I, II, III, and VI Fire Engines, Breathing Support Apparatus, Water Tenders, and other specialty equipment and components.
- 2. COUNTY will be the sole judge in the selection of fire apparatus/specialty equipment repair and maintenance service contractors per the requirements listed in Exhibit A, Section II, Paragraph 3.0 Contractor Selection and Exhibit A, Section III, Paragraph 9.0 Award of Work.
- 3. All work shall be performed by qualified and properly trained technicians for the specific type of apparatus and/or specialty equipment being worked on.
- 4. All fire apparatus and specialty equipment shall be repaired to manufacturers specifications and returned to the COUNTY in such operating conditions.
- 5. Any corrective/warranty work shall be performed by the CONTRACTOR at the CONTRACTORS expense per the requirements listed in Exhibit A, Section III, Paragraph 10.0 Warranties.
- 6. The COUNTY reserves the right to determine if any work is or will be needed under this Agreement and the determination shall be at the COUNTY'S sole and absolute discretion. CONTRACTOR will not be entitled to any claim; including but not limited to, loss of profit should the COUNTY fail to determine a need for services under this Agreement. This Agreement will not grant CONTRACTOR any right to be awarded any minimum amount or type of work.

#### 2.0 WORK REQUIREMENTS

The COUNTY will be the sole judge in the selection of an awarded contractor to perform services under this Program per Exhibit A, Section II, Paragraph 3.0 – Contractor Selection and in the evaluation of contractor performance per Exhibit A, Section I, Paragraph 17.0 – Performance Measures.

#### 3.0 PAYMENT FOR SERVICES RENDERED

CONTRACTOR shall submit invoices to the COUNTY. No other method of billing is permissible. See Exhibit A, Section II – Administrative Procedures for further information about submitting estimates and invoicing procedures.

#### 4.0 <u>COMPLIANCE WITH LAWS, RULES AND REGULATIONS</u>

CONTRACTOR shall comply with all federal, state or local laws and official rules and regulations now in effect or hereafter promulgated, which apply to each repair category or special term and condition specified herein.

Form #116-310 - Dated: 2/01/2016

RFQu # FPARC-317

#### 5.0 CONTRACTOR ELIGIBILITY

CONTRACTOR eligibility expires on an annual basis. In order to retain eligibility, CONTRACTOR shall be required to complete and submit a Vendor Extension Form at the conclusion of each year for review and approval by the COUNTY at its sole and absolute discretion.

#### 6.0 CONTRACTOR RELOCATION

In the event CONTRACTOR relocates, the CONTRACTOR shall notify the COUNTY, in writing, and submit a new Qualification Packet for review and approval by the COUNTY.

#### 7.0 TRANSFER OF OWNERSHIP

In the event CONTRACTOR sells or transfers ownership of the business to another party, the CONTRACTOR shall notify the COUNTY, in writing, and the Agreement shall be terminated. The new owner may request a Qualification Packet from the County if they wish to become an approved vendor.

#### 8.0 NONEXCLUSIVE AGREEMENT

The COUNTY shall have the right to go outside of this Agreement to obtain similar services from another source or, when necessary, add new contractors to meet program requirements of the COUNTY.

#### 9.0 MULTIPLE AWARDS

In order to ensure adequate service levels and coverage of COUNTY requirements, the COUNTY may select and use multiple service providers.

#### 10.0 EXISTING CONTRACTS

Other County departments may have existing contracts with various vendors. Subject to the terms of those contracts, and at their discretion, the County department may continue under the terms of the existing contract or seek services pursuant to this Agreement.

#### 11.0 <u>USE BY OTHER GOVERNMENT AGENCIES</u>

Other local government agencies may request services from CONTRACTOR under the terms and conditions of this Agreement.

#### 12.0 <u>AUTHORIZATION TO DO BUSINESS</u>

CONTRACTOR must be authorized to conduct business in California under this Agreement.

#### 13.0 SPECIAL SAFETY REQUIREMENTS

All CONTRACTOR employees shall observe all applicable safety standards and regulations while working on County fire apparatus and /or specialty equipment as well as when visiting County facilities.

#### 14.0 SUPERVISION

CONTRACTOR agrees to have a supervisor or a responsible managing employee available during hours of operation for customer contact and quality control purposes.

#### 15.0 SECURITY

RFQu # FPARC-317

CONTRACTOR agrees to provide safe off street parking and locked storage for County fire apparatus and/or specialty equipment.

Form #116-310 - Dated: 2/01/2016

#### 16.0 FALSE CERTIFICATION

Failure to comply with the terms and conditions of this Agreement may result in termination, and CONTRACTOR may be ineligible for future awards if the COUNTY determines that either of the following has occurred:

- 1. CONTRACTOR knowingly made false certification, or
- 2. CONTRACTOR violates the terms, conditions and specification of this Agreement

#### 17.0 PERFORMANCE MEASURES

CONTRACTOR will be evaluated during performance under this Agreement based on the terms, conditions, specifications and the following criteria:

- 1. Overall Cost for Repairs and Maintenance
- 2. Quality of Services Provided (performance record)
- 3. Turn-around time for repairs
- 4. Adherence to requirements
- 5. Timely submission and accuracy of estimates and invoices
- 6. Professional and attentive customer service

#### 18.0 HOURS AND DAYS OF OPERATION

Hours of services shall be primarily 7 a.m. to 5 p.m., Monday through Friday, each week, except legal holidays.

Hourly labor rates shall include overhead, general and administrative expenses, and profit. Hourly labor rates shall be submitted online via Public Purchase.

- 1. Regular Hours are defined as: Monday through Friday, between the hours of 7:00AM and 5:00PM.
- 2. After Hours is defined as: 5:00PM through 7:00AM (prior written approval from the Fleet Manager or designee is required).
- 3. Weekend Hours are defined as: Any work done on Saturday and Sunday (prior written approval from the Fleet Manager or designee is required).
- 4. <u>Holiday Hours</u> are defined as: Any work performed on County Observed Holidays (prior written approval from the Fleet Manager or designee is required).

#### 19.0 COUNTY OBSERVED HOLIDAYS

Holidays observed by the COUNTY are:

HOLIDAY	DAY OBSERVED
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	December 25

RFQu # FPARC-317 Form #116-310 – Dated: 2/01/2016

#### EXHIBIT A - SECTION II ADMINISTRATIVE PROCEDURES

CONTRACTOR agrees to comply fully with the terms and conditions of this Agreement and the following Administrative Procedures.

#### 1.0 REPAIR AUTHORIZATION

- 1. The COUNTY will issue a Purchase Order against the awarded contract for all fire apparatus and specialty equipment repair/maintenance. Invoices without a Purchase Order number will not be approved for payment.
- 2. All estimates for repairs shall be sent to the Fleet Manager or designee for review prior to any service being authorized for repair.
- 3. When submitting an estimate, CONTRACTOR shall include the following information:
  - a. Vehicle Number
  - b. Mileage or Hours
  - c. Vehicle Make and Model
  - d. Complete description of repairs needed and breakdown in cost estimate
  - e. Fleet Manager or designee name who requested the repair/maintenance
- 4. Once the estimate has been approved by the Fleet Manager or designee, a Purchase Order will be issued with the repair estimate attached. The Purchase Order will serve as formal authorization to proceed and that funds are available for the repair.
- 5. CONTRACTOR shall not perform any additional services or repair work above the original estimate without the prior approval of the Fleet Manager or designee and an official Change Order generated by the COUNTY Purchasing Department.

#### 2.0 **INVOICE INFORMATION**

- 1. The following information shall be included on all invoices:
  - a. Purchase Order Number
  - b. Estimate and Invoice Number
  - c. Vehicle Number
  - d. Mileage or Hours
  - e. Vehicle Make and Model
  - f. Detailed cost breakdown Labor rate, itemized list of all parts used minus any parts discount
  - g. RCFD employee name who authorized the repair/maintenance.
  - h. Specific repairs completed.

#### 3.0 CONTRACTOR SELECTION

- 1. COUNTY will have varying priorities in selecting an Awarded fire apparatus/specialty equipment repair and maintenance service contractor during the Program term; therefore, the selection of an awarded contractor to perform services may vary based on the following:
  - a. Price
  - b. Location
  - c. Availability
  - d. Facility equipment and tooling
  - e. Specialty qualifications
  - f. Past performance / competent staff
  - g. Proper invoicing, accounting and reporting capabilities.
  - h. On-going training programs to keep employees up to date on new technology

RFQu # FPARC-317 Form #116-310 – Dated: 2/01/2016

#### SECTION III SCOPE OF WORK

#### 1.0 MOBILE ON-SITE REPAIR

CONTRACTOR shall provide mobile on-site repair services as requested by the COUNTY for all locations listed in Exhibit A – Attachment II.

#### 2.0 PICK-UP AND RETURN OF APPARATUS

CONTRACTOR shall provide pick-up and return service as requested by the COUNTY for all locations listed in Exhibit A – Attachment II. When requested by the COUNTY, the CONTRACTOR shall pick-up the apparatus, drive it to their repair facility for service then drive the apparatus back to COUNTY location upon completion/acceptance of the repairs. Only direct CONTRACTOR employees who hold a valid California Class B commercial driver's license shall be authorized to operate COUNTY apparatus.

#### 3.0 <u>AFTERHOURS RESPONSE</u>

Not required. CONTRACTOR is qualified for Category VII – Emission System Diesel Exhaust Fluid (DEF) Cleaning Service and Repair only. Category VII does not require afterhours response services.

#### 4.0 TURN AROUND AND RESPONSE TIME

CONTRACTOR shall have a turnaround time of one (1) to two (2) business days for cost estimates on preventative scheduled maintenance and/or routine repairs. For jobs which are considered major repairs, this time may be extended via authorization from the Fleet Manager or designee. Cost estimate for a major repair shall take no more than seven (7) business days to complete without the approval of the Fleet Manager or designee.

#### 5.0 MATERIALS AND PARTS

All parts shall be new Original Equipment Manufacturer (OEM) or approved equal. The use of reconditioned, rebuilt or aftermarket parts shall be at the discretion of the Fleet Manager or designee. All County approved reconditioned, rebuilt or aftermarket parts/materials shall, in all ways, be equal to or better than OEM and shall be supplied by established and commonly known brands meeting OEM specifications which carry an equal or better than OEM warranty.

#### 6.0 REPAIR CATEGORIES

CONTRACTOR shall only assign experienced and qualified technicians to work on COUNTY fire apparatus/specialty equipment.

#### 1. Category I - General Repairs

Service not provided by CONTRACTOR.

#### 2. Category II – Engine and Accessories

Service not provided by CONTRACTOR.

#### 3. Category III - Allison Transmission and Accessories

Service not provided by CONTRACTOR.

#### 4. Category IV - Midship Pumps and Auxiliary Pumps

Service not provided by CONTRACTOR.

### 5. Category V - Ladders / Aerials (including Quints)

Service not provided by CONTRACTOR.

RFQu # FPARC-317 Form #116-310 — Dated: 2/01/2016

#### 6. Category VI - Bodywork and Paint

Service not provided by CONTRACTOR.

7. Category VII - Emission System Diesel Exhaust Fluid (DEF) Cleaning Service and Repair

The following is a list of DEF repair categories and sub categories which identify the types of repair and maintenance services authorized to be performed under this Agreement.

For each service, COUNTY will request a written cost estimate per the procedures listed in Exhibit A, Section II, Paragraph 1.0 – Repair Authorization of this Agreement.

- a. Diesel Particulate Filter Cleaning, Emissions System Diagnostics, DPF Vacuum Thermal Baking, Emissions Regen System Repair, Diesel Exhaust Fluid/Selective Catalytic Reduction System Diagnostics and Repair.
- 8. Category VIII Starter and Alternator Repair Service not provided by CONTRACTOR.
- 9. Category IX- Upholstery and Repair Service not provided by CONTRACTOR.

#### 7.0 <u>ADDITIONAL RESPONSIBILITIES OF CONTRACTOR</u>

**CONTRACTOR shall:** 

- 1. Supply all tools, parts, vehicles and equipment necessary to perform the categories / subcategories of work for which they are offering.
- 2. Provide work in accordance with best standard practices of the industry. CONTRACTOR'S workmanship shall be subject to the approval of the Fleet Manager or designee. The COUNTY reserves the right to suspend or terminate the agreement if the CONTRACTOR does not maintain the quality of workmanship and services levels acceptable to the COUNTY.
- 3. Provide appropriate and qualified labor, including mechanics, installers, and/or other skilled workers and administrative staff.
- 4. Provide proper and necessary secured parking or storage area for all county fire apparatus left in its care. Any damage occurring to county fire apparatus while left in the CONTRACTOR'S care shall be repaired by the CONTRACTOR at no cost to COUNTY.
- 5. Not allow any unauthorized use of any county fire apparatus left in its care. Test drives may be allowed with permission of the Fleet Manager or designee.
- 6. Not perform any additional services or repair work above the original estimate without the submission of a revised estimate, approval from the Fleet Manager or designee and an official Change Order to the PO issued by the COUNTY.
- 7. Provide, unless otherwise agreed to before the start of work, all county fire apparatus the highest priority for completion.
- 8. Provide all old/replaced parts back to county unless directed otherwise by the Fleet Manager or designee.
- 9. Be in compliance with all federal, state, and local laws and regulations applicable to the Contractor and to the services provided under the Agreement.

Form #116-310 - Dated: 2/01/2016

RFOu # FPARC-317

#### 8.0 **RESPONSIBILITIES OF THE COUNTY**

COUNTY will:

- 1. Inspect and approve contractor-supplied parts, materials, and workmanship, as determined necessary by the Fleet Manager or designee.
- 2. Approve all contractor-proposed work estimates before contractor starts the work or increases the scope of work (per Exhibit A, Section II, Paragraph 1.0 - Repair Authorization).
- 3. Retain the right to inspect contractor's facility(ies) to ensure appropriate tools, work methods, procedures, and cleanliness, etc., are in place.
- Determine the need for, and provide, any required inspection of contractor-provided services.
- Reimburse the CONTRACTOR for all parts and fluids supplied by CONTRACTORS at the CONTRACTOR'S retail cost, minus any discount percent listed in Exhibit B - Price Schedule.

#### 9.0 **AWARD OF WORK**

- The COUNTY reserves the right to determine if any work is or will be needed under the Agreement, at the COUNTY's sole and absolute discretion. CONTRACTOR will not be entitled to any claim for loss profits or otherwise should the County fail to determine a need for services under the Agreement. The Agreement will not grant CONTRACTOR any right to be awarded any minimum amount or type of work.
- The COUNTY, at their sole discretion, will issue purchase orders on an as-needed basis to contractors on the qualified vendor list. The Fleet Manager or designee will identify the work to be performed and will request an estimate from selected contractor(s) that have been found qualified for the category of repair/maintenance being requested. Each time work is requested under the Agreement, the COUNTY will evaluate the list of qualified contractors and select a contractor based on the requirements specified in Exhibit A, Section II, Paragraph 3.0 - Contractor Selection. At the discretion of the COUNTY, or for all estimates over \$25,000, the COUNTY will bid such work amongst the list of awarded contractors under the specific category of repairs needed.
- Should a contractor be requested to service fire apparatus requiring repairs that need extensive diagnosis before determining a repair-cost estimate, CONTRACTOR will be awarded an initial purchase order to tear down, inspect, and prepare a time and materials repair-cost estimate. Upon the Fleet Manager or designee's approval of the estimated repair cost, a separate Purchase Order will be issued to the CONTRACTOR to perform the repairs. Any repair work completed by the CONTRACTOR before receiving approval of the cost estimate and issuance of a PO shall be done at the CONTRACTOR'S expense and at no cost to the COUNTY. Should the Fleet Manager or designee not agree with the CONTRACTOR'S estimate or time to complete the repair and/or the cost of labor and materials, the Fleet Manager or designee may elect to either: not have the repairs performed, transfer the fire apparatus to another qualified contractor or conduct the repairs in-house.

#### 10.0 WARRANTIES

CONTRACTOR shall assure all materials, parts, and workmanship supplied are free from original or developed defects. Should original or developed defects and/or failures appear within 90 calendar days, or 4,000 miles on mileage vehicles, or 200 hours on hourly equipment (whichever occurs first), or Manufacturer's standard warranty, whichever is longer, from the date of the COUNTY'S acceptance of work, CONTRACTOR, at its expense, shall rectify such defects and/or failures and make all replacements and adjustments that are required.

Form #116-310 - Dated: 2/01/2016

2. All corrective/warranty work shall be performed by the CONTRACTOR at the CONTRACTOR'S expense and to the satisfaction of the COUNTY. The CONTRACTOR shall give its highest priority to completing any requested corrective work.

RFQu # FPARC-317 Form #116-310 - Dated: 2/01/2016

## EXHIBIT A ATTACHMENT I – EQUIPMENT LIST

The following list contains the current inventory of RCFD fire apparatus and specialty equipment. This list, however, is not all-inclusive and will be updated from time-to-time as new apparatus are added and old apparatus are retired from service. This list is provided to give an overview of the approximate age, type and mileage of the fire apparatus and specialty equipment currently in service at the time this Agreement was executed.

Year	Make	Model	Style	RCO	Fuel	Odometer
2017	Ford	F450	Ambulance	109-134	Diesel	3575
2010	Ford	F450	Ambulance	109-002	Diesel	96553
2017	Ford	F450	Ambulance	109-136	Gasoline	89621
2008	Chevy	3500	Ambulance	08-819	Gasoline	124443
2012	Dodge	RAM	Ambulance	109-006	Diesel	89835
2016	Dodge	RAM 4500	Ambulance	109-122	Diesel	15355
2016	Dodge	RAM 4500	Ambulance	109-126	Diesel	21171
2016	Dodge	RAM 4500	Ambulance	109-123	Diesel	39370
2015	Dodge	RAM 4500	Ambulance	109-117	Diesel	66700
2017	FORD	F650	Box Truck	17-833	Diesel	255
2017	Freightliner	M2106	Box Truck	17-831	Diesel	100
2017	Intl	VN	BOX TRUCK	16-854	Diesel	20482
2008	Ford	N/A	Box Truck	08-812	Gasoline	141917
1995	GMC	TOP KICK	Breathing Support	95-819	Diesel	100358
1995	GMC	TOP KICK	Breathing Support	95-817	Diesel	44780
1995	GMC	TOP KICK	Breathing Support	95-818	Diesel	68209
1995	Chevy	TOP KICK	Breathing Support	95-816	Gasoline	44316
1992	GMC	TOP KICK	Breathing Support	92-490	Diesel	65978
1991	Intl	4700	Breathing Support	08-860	Diesel	74300
2017	Spartan/SVI	N/A	Breathing Support	17-822	Diesel	4238
2008	SVI	CUMMINS	Breathing Support	09-801	Diesel	151800
2015	Dodge	RAM 5500 SLT	Bucket Truck	15-831	Diesel	62266
2015	KENWORTH	T370	CARGO TRUCK	15-811	Diesel	79216
2003	Freightliner	FL70	CCV	22X111	Diesel	184407
2003	Freightliner	FL70	CCV	22X115	Diesel	176645
2009	Intl	4400	CCV	22X165	Diesel	159916
2009	Inti	4400	CCV	22X101	Diesel	210292
2007	Intl	4400	CCV	22X243	Diesel	95104
2009	Intl	4400	CCV	22X017	Diesel	93205
2009	Intł	4400	CCV	22X156	Diesel	144909

RFQu # FPARC-317 Form #116-310 – Dated: 2/01/2016

2009	Inti	4400	CCV	22X144	Diesel	140665
2007	Inti	4400	CCV	22X244	Diesel	90053
2008	Intl	4400	CCV	22X230	Diesel	74917
2009	Inti	4400	CCV	22X160	Diesel	55353
2007	Intl	4400	CCV	22X245	Diesel	106268
2009	Inti	4400	CCV	22X251	Diesel	116843
1996	Intl	4700	CCV	22x021	Diesel	260000
1997	Inti	4700	CCV	22X031	Diesel	270000
1997	Intl	4700	CCV	22X026	Diesel	255001
2002	Intl	4900	CCV	22X153	Diesel	218135
2002	Intl	4900	CCV	22X151	Diesel	1433807
2002	Intl	4900	CCV	22X109	Diesel	178000
2002	Intl	4900	CCV	22X118	Diesel	197031
1976	CAT	D6-C	Dozer	06x009R	Diesel	2695
1964	CATERPILLAR	D6C	Dozer	26X006	Diesel	2705
1996	CAT	D5HXL	Dozer	06X098	Diesel	5431
1996	CAT	D5HXL	Dozer	06X100	Diesel	2839
2016	CATERPILLAR	D6NXL	Dozer	06X009	Diesel	286
2006	CAT	CAT	Dozer	08-886	Diesel	2625
2014	Ford	F450 4x4	Dozer Tender	20X028	Diesel	218065
1999	Dodge	BR3500	Dozer Tender	R20X028	Diesel	276716
2001	Dodge	BR3500	Dozer Tender	20X059	Diesel	236702
1984	IHC	1724	Dump Truck	13X051	Diesel	26570
1990	Intl	4900S	Dump Truck	13X005	Diesel	87445
1989	Ford	FTH 1000	Engine	89-446	Diesel	0
1988	Ford	FTH 1000	Engine	89-405	Diesel	0
1989	Ford	FTH 1000	Engine	89-441	Diesel	0
1989	Ford	8000	Engine	89-413	Diesel	179972
1988	GMC	N/A	Engine	88-417	Gasoline	0
2010	Freightliner	N/A	Freightliner Hook Lift	09-803	Diesel	59445
1989	John Deere	670B	Grader	16X016	Diesel	288
1995	Dodge	2500	Hazmat	95-801	Gasoline	41863
2008	Ford	F550	Hazmat	08-854	Diesel	119400
2008	Ford	F550	Hazmat	08-853	Diesel	105368
1992	E-One	N/A	Hazmat	93-804	Diesel	448051
2013	Spartan/SVI	N/A	Hazmat	13-814	Diesel	29535
2008	Spartan	Spartan / SVI	Hazmat	09-802	Diesel	63125

RFQu # FPARC-317 Form #116-310 – Dated: 2/01/2016

1989	Zieman	1160	Heli Service	41X022	Diesel	109881
2016	INTERNATIONAL	West Mark	Heli Tender	41x002	Diesel	10749
1999	Intl	4900	HeliTak	R41X002	Diesel	131637
1990	Intl	4700S	Insect Trk	45X001	Diesel	0
2008	Smeal	TILLER	LADDER TRUCK	08-864	Diesel	65001
2009	Spartan	AERIAL	LADDER TRUCK	14-800	Diesel	30447
1983	Ford	GZ411V	Loader	21X034	Diesel	0
2017	Ford	F550	Lube	17-803	Diesel	6892
2007	Chevy	3500	Medic	07-871	Diesel	124313
2014	Ford	FRAZER	Medic	109-114	Diesel	56884
2014	Ford	FRAZER	Medic	109-115	Diesel	39926
2010	Ford	N/A	Medic	09-809	Diesel	89611
2009	Ford	E450	Medic	09-806	Diesel	80987
2012	Chevy	C3500	Medic	109-004	Diesel	74755
2007	Chevy	3500	Medic	08-808	Gasoline	93445
2017	Ford	F550	MEDIC PATROL	17-829	Diesel	100
2017	Ford	F550	MEDIC PATROL	17-827	Diesel	100
2017	Ford	F550	MEDIC PATROL	109-135	Diesel	393
2017	Ford	F550	MEDIC PATROL	17-828	Diesel	100
2017	Ford	F550	MEDIC PATROL	17-830	Diesel	100
2006	Ford	F550	Medic SQ	11-808	Diesel	96343
2003	Ford	F550	Medic SQ	03-823	Diesel	73134
2008	Ford	F550	Medic SQ	08-840	Diesel	51054
2008	Ford	F550	Medic SQ	08-841	Diesel	75501
1999	Ford	F450	Medic SQ	99-809	Diesel	144261
1999	Ford	F450	Medic SQ	98-824	Diesel	83996
2014	Dodge	RAM 4500	Medic SQ	109-111	Diesel	50411
2013	Dodge	RAM 4500	Medic SQ	109-008	Diesel	85937
2015	Dodge	RAM 5500 SLT	Medic SQ	109-118	Diesel	4280
2000	Eagle	N/A	Meoc	01-800	Diesel	13470
2004	Freightliner	Eagle	Meoc	05-806	Diesel	7875
2004	Freightliner	Eagle	Meoc	05-807	Diesel	9547
2007	Ford	F550	Mobile Serv Unit	07-808	Diesel	114543
2000	Ford	F450	Mobile Serv Unit	01-808	Diesel	96612
1999	Ford	F450	Mobile Serv Unit	98-823	Diesel	100335
2007	Peterbilt	N/A	Mobile Serv Unit	07-884	Gasoline	110917
2016	Ford	F550	Repair	16-830	Diesel	37948

RFQu # FPARC-317 Form #116-310 - Dated: 2/01/2016

2007 2007 2007 2003 2003	Ford Ford Ford	F550 F550	Repair Repair	07-802	Diesel	254203
2007	Ford	F550			D:I	472706
2003		1		07-809	Diesel	172796
	Fand	F550	Repair 	07-810	Diesel	200332
	Ford	F450	Repair	04-800	Diesel	238948
	Ford	F450	Repair	03-838	Diesel	127510
1986	GMC	DIESEL 7000	Repair	91-529	Diesel	76641
2015	Intl	TERRASTAR SFA	Repair	14-803	Diesel	56458
2016	FORD	F550	SERVICE TRUCK	16-856	Diesel	8988
2017	Ford	F550	SERVICE TRUCK	17-832	Diesel	4
2016	FORD	F550	SERVICE TRUCK	16-857	Gasoline	0
2016	FORD	F450	SERVICE TRUCK	16-858	Gasoline	29007
2016	FORD	F450	SERVICE TRUCK	16-859	Gasoline	22472
2009	CATERPILLAR	Skid Steer	Skid Steer	09-805	Diesel	911
2004	Ford	F550	Squad	05-813	Diesel	11759
2001	Ford	F550	Squad	95-814	Diesel	60165
2004	Ford	F550	Squad	10-800	Diesel	48312
2004	Ford	F550	Squad	04-841	Diesel	49169
2006	Ford	F550	Squad	109-009	Diesel	20640
2001	Ford	F550	Squad	11-810	Diesel	50186
2005	Ford	F550	Squad	06-807	Diesel	26769
2004	Ford	F550	Squad	04-837	Diesel	17916
2008	Ford	F550	Squad	08-816	Diesel	14016
2008	Ford	FORD	Squad	08-863	Diesel	23784
2008	Ford	F550	Squad	08-813	Diesel	21703
2008	Ford	F550	Squad	08-862	Diesel	10838
2008	Ford	F550	Squad	08-855	Diesel	17238
2002	Ford	F550	Squad	03-800	Diesel	56023
2006	Ford	F550	Squad	07-812	Diesel	14400
2005	Ford	F550	Squad	06-806	Diesel	24643
2002	Ford	F450	Squad	11-812	Diesel	27392
2003	Ford	F450	Squad	12-821	Diesel	52400
2005	Ford	F450	Squad	11-811	Diesel	66195
1996	Chevy	3500	Squad	11-809	Diesel	58178
1997	E-One	4800 4x4	Squad	97-838	Diesel	11634
2015	Dodge	RAM 5500 SLT	Squad	109-119	Diesel	22612
2015	Dodge	RAM 5500 SLT	Squad	109-121	Diesel	8464
2015	Dodge	RAM 5500 SLT	Squad	109-120	Diesel	3925

RFQu # FPARC-317 Form #116-310 – Dated: 2/01/2016

1996	Ford	F700	Stakeside	03X072	Diesel	78052
1999	Ford	F450	Stakeside	98-825	Diesel	181760
2015	INT'L	TERRASTAR	Stakeside	15-807	Diesel	21344
2003	Freightliner	N/A	Tractor	03-817	Diesel	0
1994	CASE	SUPER K	Tractor	13-802	Diesel	4020
1984	Ford	A62	Tractor	21X023	Diesel	863
2000	Mack	CH613	Transport	07X049	Diesel	160210
2000	Mack	CH613	Transport	07X050	Diesel	137939
2015	Mack	CHU613	Transport	07X006	Diesel	17340
2009	Peterbilt	N/A	Transport	08-884	Diesel	92726
1973	Intl	F4270	Transport	26X084	Diesel	Not Available
1977	Inti	F4270	Transport	26X097T	Diesel	3705
1998	Inti	4700	Truck	11-807	Diesel	28641
2005	KME	TILLER	Truck	06-808	Diesel	101677
2003	КМЕ	TILLER	Truck	03-833	Diesel	84847
2004	KME	TILLER	Truck	04-838	Diesel	94065
2003	KME	TILLER	Truck	03-835	Diesel	106139
2000	HME West St	QUINT	Truck	01-811	Diesel	129905
2002	Spartan	AERIAL	Truck	109-112	Diesel	137271
2007	Spartan	QUINT	Truck	07-814	Diesel	87590
1993	E-One	QUINT	Truck	97-839	Diesel	Not Available
2008	Spartan	TILLER	Truck	08-842	Diesel	857356
2008	Spartan	TILLER	Truck	08-858	Diesel	71347
2008	Spartan	TILLER	Truck	08-857	Diesel	83128
2014	Smeal	Quint	Truck	109-116	Diesel	39600
2003	Smeal	QUINT	Truck	04-835	Diesel	116492
1989	Kovatch	FTH 1000	Type 1	90-528	Diesel	181810
1988	FMC	FTH 1500	Type 1	97-842	Diesel	38758
1991	Ford/E-one	FTH 1250	Type 1	91-516	Diesel	174476
1989	Ford	FTH 1000	Type 1	89-444	Diesel	172188
1990	Ford/E-one	FTH 1250	Type 1	91-520	Diesel	267711
1988	Ford	FTH 1000	Type 1	89-410	Diesel	118762
1989	Ford	8000	Type 1	89-427	Diesel	Not Available
1991	Ford/E-one	FTH 1250	Type 1	91-513	Diesel	260250
1989	Ford	KME 1000	Type 1	89-412	Diesel	121917
1990	Ford/E-one	FTH 1250	Type 1	91-521	Diesel	194420
1988	Ford	FTH 1000	Type 1	89-411	Diesel	145955

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1991	Ford/E-one	FTH 1250	Type 1	91-508	Diesel	99474
1991	Ford/E-one	FTH 1250	Type 1	91-512	Diesel	1729100
1991	Ford/E-one	FTH 1250	Type 1	91-514	Diesel	157441
1991	Ford/E-one	FTH 1250	Type 1	91-517	Diesel	166986
1991	Ford/E-one	FTH 1250	Type 1	91-519	Diesel	Not Available
1988	Ford	FTH 1000	Type 1	89-417	Diesel	21384
1991	Ford/E-one	FTH 1250	Type 1	91-509	Diesel	138504
1991	Ford/E-one	FTH 1250	Type 1	91-562	Diesel	142621
1989	Ford	8000	Type 1	89-407	Diesel	86030
1991	Ford/E-one	FTH 1250	Type 1	91-511	Diesel	184112
1991	Ford/E-one	FTH 1250	Type 1	91-515	Diesel	167640
1988	Ford	FTH 1000	Type 1	89-402	Diesel	38227
1989	Ford	8000	Type 1	89-447	Diesel	218872
1990	Ford	FTH 1250	Type 1	91-510	Diesel	106907
1990	Ford/E-one	FTH 1250	Type 1	91-563	Diesel	157595
1991	Ford/E-one	FTH 1250	Type 1	91-560	Diesel	146354
1988	Ford	FTH 1000	Type 1	89-408	Diesel	163002
1988	Ford	FTH 1000	Type 1	89-404	Diesel	196436
1989	Ford	FTH 1000	Type 1	89-422	Diesel	176556
1989	Ford	FTH 1000	Type 1	89-443	Diesel	122349
1991	Ford/E-one	FTH 1250	Type 1	91-561	Diesel	170948
1988	Ford	FTH 1000	Type 1	89-406	Diesel	Not Available
1988	Ford	KME 1000	Type 1	89-403	Diesel	Not Available
1991	Ford	E-ONE	Type 1	91-518	Diesel	90841
1990	Ford/E-one	FTH 1250	Type 1	91-564	Diesel	150957
1990	Ford/E-one	FTH 1250	Type 1	91-565	Diesel	20353
1989	Ford	N/A	Type 1	89-409	Diesel	151020
1989	GMC	N/A	Type 1	89-428	Diesel	87456
1988	FMC	FTH 1250	Type 1	95-812	Diesel	118690
1999	HME West St	FTH 1500	Type 1	00-832	Diesel	51729
2002	HME West St	FTH 1500	Type 1	01-825	Diesel	115280
2000	HME West St	FTH 1500	Type 1	00-830	Diesel	199268
2000	HME West St	FTH 1500	Type 1	01-830	Diesel	202058
2000	HME West St	FTH 1500	Type 1	00-833	Diesel	158216
2000	Westates	FTH 1500	Type 1	01-824	Diesel	205173
2000	HME	FTH 1500	Type 1	01-835	Diesel	175373
2000	HME West St	FTH 1500	Type 1	01-829	Diesel	50390

2000	HME West St	FTH 1500	T 1	00.034	D:I	24242
2000			Type 1	00-831	Diesel	212113
	HME West St	FTH 1500	Type 1	01-823	Diesel	203514
2008	HME	Fire Engine	Type 1	109-125	Diesel	39537
1995	E-One	FTH 1500	Type 1	94-818	Diesel	220190
1994	E-One	FTH 1500	Type 1	94-817	Diesel	247000
1995	E-One	FTH 1500	Type 1	94-826	Diesel	265302
1995	E-One	FTH 1500	Type 1	94-819	Diesel	190479
1995	E-One	FTH 1500	Type 1	94-820	Diesel	53900
1995	E-One	FTH 1500	Type 1	94-822	Diesel	167478
1994	E-One	FTH 1500	Type 1	94-830	Diesel	232998
1995	E-One	FTH 1500	Type 1	94-816	Diesel	259704
1995	E-One	FTH 1500	Type 1	94-829	Diesel	251614
1995	E-One	FTH 1500	Type 1	94-828	Diesel	242327
1995	E-One	FTH 1500	Type 1	94-821	Diesel	31876
1995	E-One	FTH 1500	Type 1	94-823	Diesel	214331
1995	E-One	FTH 1500	Type 1	94-815	Diesel	230954
1995	E-One	FTH 1500	Type 1	94-824	Diesel	313588
1995	E-One	FTH 1500	Type 1	94-825	Diesel	257976
2010	Pierce	FTH 1500	Type 1	11-814	Diesel	63129
2002	Salsbury	FTH 1500	Type 1	11-815	Diesel	142217
1997	Salsbury	FTH 1500	Type 1	12-816	Diesel	104600
1999	Salsbury	FTH 1500	Type 1	109-003	Diesel	165719
2004	Smeal	FTH 1500	Type 1	04-818	Diesel	196541
2016	Spartan ERV	Spartan / SVI	Type 1	16-845	Diesel	11284
2003	Smeal	FTH 1500	Type 1	04-836	Diesel	198226
2004	Smeal	FTH 1500	Type 1	04-816	Diesel	188564
2004	Smeal	FTH 1500	Type 1	05-800	Diesel	151862
2005	Smeal	FTH 1500	Type 1	06-801	Diesel	188644
2005	Smeal	FTH 1500	Type 1	06-803	Diesel	126490
2007	Smeal	FTH 1500	Type 1	07-867	Diesel	160777
2010	Spartan/E-one	FTH 1500	Type 1	10-802	Diesel	74000
2015	Spartan ERV	Engine	Type 1	15-838	Diesel	35662
2003	Smeal	FTH 1500	Type 1	04-802	Diesel	185108
2005	Smeal	FTH 1500	Type 1	05-814	Diesel	181818
2006	Smeal	FTH 1500	Type 1	07-850	Diesel	95934
2007	Smeal	FTH 1500	Type 1	07-868	Diesel	133544
2008	Smeal	FTH 1500	Type 1	08-880	Diesel	81472

2015	Spartan ERV	Engine	Type 1	15-835	Diesel	32962
2015	Spartan ERV	Engine	Type 1	15-844	Diesel	30796
2016	Spartan ERV	Spartan / SVI	Type 1	16-846	Diesel	14290
2003	Smeal	FTH 1500	Type 1	04-807	Diesel	125750
2004	Smeal	FTH 1500	Type 1	04-811	Diesel	185900
2003	Smeal	FTH 1500	Type 1	04-817	Diesel	122196
2004	Smeal	FTH 1500	Type 1	05-801	Diesel	184229
2004	Smeal	FTH 1500	Type 1	04-845	Diesel	205234
2005	Smeal	FTH 1500	Type 1	06-800	Diesel	177396
2005	Smeal	FTH 1500	Type 1	06-804	Diesel	148800
2007	Smeal	FTH 1500	Type 1	07-865	Diesel	129620
2008	Smeal	FTH 1500	Type 1	08-849	Diesel	138435
2008	Smeal	FTH 1500	Type 1	08-867	Diesel	142707
2008	Smeal	FTH 1500	Type 1	08-875	Diesel	101825
2012	Smeal	FTH 1500	Type 1	12-822	Diesel	69876
2015	Spartan ERV	Engine	Type 1	15-847	Diesel	35565
2003	Smeal	FTH 1500	Type 1	04-803	Diesel	176997
2007	Smeal	FTH 1500	Type 1	07-815	Diesel	150000
2007	Smeal	FTH 1500	Type 1	07-852	Diesel	197339
2007	Smeal	FTH 1500	Type 1	07-883	Diesel	160625
2009	Smeal	FTH 1500	Type 1	09-808	Diesel	154680
2015	Spartan ERV	Engine	Type 1	15-842	Diesel	30557
2016	Spartan ERV	Spartan / SVI	Type 1	16-847	Diesel	17600
2016	Spartan ERV	Spartan / SVI	Type 1	16-848	Diesel	12193
2016	Spartan ERV	Spartan / SVI	Type 1	16-850	Diesel	144472
2016	Spartan ERV	Engine	Type 1	16-803	Diesel	22502
2016	Spartan ERV	Engine	Type 1	16-806	Diesel	19321
2003	Smeal	FTH 1500	Type 1	04-801	Diesel	161904
2003	Smeal	FTH 1500	Type 1	04-808	Diesel	233000
2003	Smeal	FTH 1500	Type 1	04-813	Diesel	123524
2003	Spartan	FTH 1500	Type 1	04-809	Diesel	805
2003	Smeal	FTH 1500	Type 1	04-812	Diesel	145145
2004	Spartan	FTH 1500	Type 1	05-802	Diesel	181368
2005	Smeal	FTH 1500	Type 1	06-802	Diesel	155420
2008	Smeal	FTH 1500	Type 1	08-843	Diesel	110603
2008	Smeal	FTH 1500	Type 1	08-869	Diesel	115915
2008	Spartan	FTH 1500	Type 1	08-868	Diesel	121441

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2009	Smeal	FTH 1500	Type 1	08-877	Diesel	139639
2012	Smeal	FTH 1500	Type 1	12-819	Diesel	84600
2015	Spartan ERV	Engine	Type 1	15-839	Diesel	39525
2003	Smeal	FTH 1500	Type 1	04-804	Diesel	221993
2005	Smeal	FTH 1500	Type 1	05-804	Diesel	117145
2007	Smeal	FTH 1500	Type 1	07-813	Diesel	144080
2007	Smeal	FTH 1500	Type 1	07-853	Diesel	159611
2009	Smeal	FTH 1500	Type 1	08-882	Diesel	134088
2015	Spartan ERV	Engine	Type 1	15-845	Diesel	34171
2016	Spartan ERV	Engine	Type 1	16-804	Diesel	19850
2016	Spartan ERV	Engine	Type 1	16-807	Diesel	21719
2016	Spartan ERV	Spartan / SVI	Type 1	16-851	Diesel	10808
2003	Smeal	FTH 1500	Type 1	04-810	Diesel	249995
2004	Smeal	FTH 1500	Type 1	04-819	Diesel	221460
2004	SPARTAN	FTH 1500	Type 1	04-844	Diesel	212480
2004	Smeal	FTH 1500	Type 1	05-803	Diesel	161481
2007	Smeal	FTH 1500	Type 1	07-816	Diesel	136840
2007	Smeal	FTH 1500	Type 1	07-866	Diesel	166525
2008	Smeal	FTH 1500	Type 1	08-872	Diesel	141950
2009	Smeal	FTH 1500	Type 1	08-887	Diesel	94682
2012	Smeal	FTH 1500	Type 1	12-820	Diesel	65209
2015	Spartan ERV	Engine	Type 1	15-840	Diesel	40730
2003	Smeal	FTH 1500	Type 1	04-805	Diesel	193078
2004	Smeal	FTH 1500	Type 1	04-846	Diesel	112523
2007	Smeal	FTH 1500	Type 1	07-854	Diesel	123214
2009	Smeal	FTH 1500	Type 1	08-881	Diesel	80180
2015	Spartan ERV	Engine	Type 1	15-846	Diesel	27510
2016	Spartan ERV	Engine	Type 1	16-805	Diesel	23220
2016	Spartan ERV	Engine	Type 1	16-808	Diesel	22600
2016	Spartan ERV	Spartan / SVI	Type 1	16-849	Diesel	12900
2004	Spartan	FTH 1500	Type 1	04-814	Diesel	128437
2008	Smeal	FTH 1500	Type 1	08-870	Diesel	122878
2008	Smeal	FTH 1500	Type 1	08-876	Diesel	97425
2013	Smeal	FTH 1500 4X4	Type 1	13-813	Diesel	61518
2015	Spartan ERV	Engine	Type 1	15-836	Diesel	26824
2015	Spartan ERV	Engine	Type 1	15-841	Diesel	23434
2003	Spartan	FTH 1500	Type 1	04-806	Diesel	229675

2004	Smeal	FTH 1500	Type 1	04-815	Diesel	210400
2004	Smeal	FTH 1500	Type 1	04-847	Diesel	177071
2009	Smeal	FTH 1500	Type 1	08-883	Diesel	101795
2010	Spartan/E-one	FTH 1500	Type 1	10-801	Diesel	90134
2015	Spartan ERV	Engine	Type 1	15-834	Diesel	39693
2005	Smeal	FTH 1500	Type 1	06-809	Diesel	143832
2005	Spartan	FTH 1500	Type 1	06-810	Diesel	155959
2007	Smeal	FTH 1500	Type 1	07-869	Diesel	131579
2008	Smeal	FTH 1500	Type 1	08-856	Diesel	139738
2009	Smeal	FTH 1500	Type 1	08-874	Diesel	105665
2009	Smeal	FTH 1500	Type 1	08-878	Diesel	120728
2009	Smeal	FTH 1500	Type 1	08-879	Diesel	128700
2013	Smeal	FTH 1500 4X4	Type 1	13-812	Diesel	72800
2015	Spartan ERV	Engine	Type 1	15-837	Diesel	37586
2015	Spartan ERV	Engine	Type 1	15-843	Diesel	30000
2005	Smeal	FTH 1500	Type 1	06-805	Diesel	209187
2007	Smeal	FTH 1500	Type 1	07-851	Diesel	157883
1993	Spartan	FTH 1500	Type 1	93-819	Diesel	90933
1993	Spartan	FTH 1500	Type 1	93-820	Diesel	104419
2000	Intl	FTH 1000	Type 2	00-815	Diesel	96465
2000	Masterbody	TYPE 2	Type 2	01-809	Diesel	93397
2000	Intl	FTH 1000	Type 2	00-829	Diesel	149991
1999	Intl	FTH 1000	Type 2	01-803	Diesel	136350
2000	Intl	FTH 1000	Type 2	00-825	Diesel	84158
1999	Intl	4900	Type 2	01-812	Diesel	118990
2000	Inti	FTH 1000	Type 2	00-823	Diesel	135167
2000	Inti	FTH 1000	Type 2	00-817	Diesel	93248
2000	Intl	FTH 1000	Type 2	00-816	Diesel	8575
2006	Intl	FTH 1000	Type 2	06-843	Diesel	75084
2016	Intl	FTH 34	Type 3	04X347	Diesel	28501
1987	Intl	Model 5	Type 3	26X064	Diesel	191017
1985	Intl	Model 5	Type 3	26x063	Diesel	157071
1997	inti	FTH 15	Type 3	05X232	Diesel	229954
1995	Intl	4700	Type 3	25X005	Diesel	2226
1995	Intl	FTH 15	Type 3	55X008	Diesel	235833
1997	Intl	FTH 15	Type 3	97-882	Diesel	170255
1997	Intl	FTH 15	Type 3	97-879	Diesel	85365

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2000	Inti	FTH 15	Type 3	05X128	Diesel	182545
1997	Inti	FTH 15	Type 3	97-880	Diesel	80195
1997	Inti	FTH 15	Type 3	97-881	Diesel	85015
1999	Inti	FTH 15	Type 3	05X002	Diesel	244800
1997	Intl	FTH 15	Type 3	97-878	Diesel	220205
1998	Intl	FTH 15	Type 3	97-877	Diesel	85564
1993	Intl	FTH 15	Type 3	25X010	Diesel	228247
2001	Intl	FTH 14	Type 3	04X033	Diesel	190934
1998	Intl	FTH 14	Type 3	04X052	Diesel	204449
2008	Intl	FTH 34	Type 3	04X175	Diesel	132082
2016	Intl	FTH 34	Type 3	04X346	Diesel	29619
2009	Intl	FTH 34	Type 3	04X194	Diesel	111248
2007	Intl	FTH 34	Type 3	04X034	Diesel	139613
2005	Intl	FTH 34	Type 3	04X145	Diesel	155080
2007	Intl	FTH 34	Type 3	04X036	Diesel	121422
2013	Intl	FTH 14	Type 3	04X300	Diesel	83245
2009	Intl	FTH 34	Type 3	04X216	Diesel	102690
2010	Intl	FTH 34	Type 3	04X265	Diesel	93571
2010	Intl	FTH 34	Type 3	04X277	Diesel	109694
2012	Intl	FTH 34	Type 3	12-801	Diesel	44887
2013	Intl	7400	Type 3	04X313	Diesel	72035
1983	Intl	TYPE 3	Type 3	83-237	Diesel	119281
2016	Intl	FTH 34	Type 3	04X352	Diesel	25531
1976	Intl	TYPE 3	Type 3	93-818	Diesel	No Available
1995	Intl	4700	Type 3	S25X010	Diesel	211825
2017	FORD	F550	TYPE 6- QUICK ATTACK	17-802	Diesel	1000
2017	FORD	F550	TYPE 6- QUICK ATTACK	17-800	Diesel	3602
2017	FORD	F550	TYPE 6- QUICK ATTACK	17-801	Diesel	1000
1995	Intl	FTH 14	Type3	26X087	Diesel	232134
1985	Ford	N/A	US&R	03-827	Diesel	33704
1985	Intl	S 1900	US&R	85-456	Diesel	3593
2011	Intl	VAN	US&R	09-807	Diesel	4707
1993	Intl	4900	US&R	07-811	Diesel	35677
2016	KENWORTH	VN	US&R	109-127	Diesel	697
1989	Ford	F700	US&R	89-316	Diesel	79152
2001	Freightliner	FL80	Water Tender	02-810	Diesel	50925
1991	Chevy	WT 1800	Water Tender	91-581	Diesel	47954

1991	Chevy	WT 1800	Water Tender	91-580	Diesel	31214
1991	GMC	WT 1800	Water Tender	91-583	Diesel	41219
1991	Chevy	WT 1800	Water Tender	91-582	Diesel	64949
1991	Chevy	WT 1800	Water Tender	91-579	Diesel	32360
1991	Chevy	WT 1800	Water Tender	91-578	Diesel	34251
1991	Chevy	WT 1800	Water Tender	91-584	Diesel	32109
1991	Chevy	WT 1800	Water Tender	91-585	Diesel	48655
2001	Intl	WT 1800	Water Tender	01-832	Diesel	9279
2001	Intl	WT 1800	Water Tender	01-831	Diesel	20593
1999	Intl	WT 1800	Water Tender	99-801	Diesel	31178
1999	Intl	WT 1800	Water Tender	99-802	Diesel	41829
2001	Intl	4800 DT	Water Tender	02-806	Diesel	3180
1995	Intl	WT 1800	Water Tender	97-887	Diesel	24375
1979	Ford	WT 3000	Water Tender	90-530	Diesel	209975

# EXHIBIT A ATTACHMENT II – STATION LOCATIONS

The following list contains the locations within Riverside County where county fire apparatus/specialty equipment are housed.

	Battalion 1							
STN#	<u>Name</u>	Address	City, State					
11	Perris	210 West San Jacinto Avenue	Perris, CA					
3	Nuevo	30515 10th Street	Nuevo, CA					
4	Lake Mathews	16453 El Sobrante Road	Riverside, CA					
8	Woodcrest	16533 Trisha Way	Riverside, CA					
9	Goodmeadow	21565 Steel Peak Road	Perris, CA					
59	Mead Valley	21510 Pinewood Street	Perris, CA					
90	North Perris City	333 Placentia Avenue	Perris, CA					
101	City of Perris	105 S. F Street	Perris, CA					

	Battalion 2							
STN#	<u>Name</u>	Address	City, State					
10	Elsinore	410 W. Graham Ave	Lake Elsinore, CA					
11	Lakeland Village	33020 Maiden Lane	Lake Elsinore, CA					
51	El Cariso	32353 Ortega Highway	Lake Elsinore, CA					
61	Wildomar	32637 Gruwell Street	Wildomar, CA					
62	Rancho Carillo	10845 Verdugo Road	San Juan Capistrano, CA					
85	McVicker Park	29405 Grand Avenue	Lake Elsinore, CA					
94	Canyon Hills	22770 Railroad Canyon Road	Lake Elsinore, CA					
97	Rosetta Canyon	41725 Rosetta Canyon Drive	Lake Elsinore, CA					

	Battalion 3							
<u>STN #</u>	<u>Name</u>	Address	City, State					
20	Beaumont	1550 E. 6th Street	Beaumont, CA					
21	Calimesa	906 Park Avenue	Beaumont, CA					
22	Cherry Valley	10055 Avenida MiraVilla	Cherry Valley, CA					
24	Cabazon	50382 Irene Street	Cabazon, CA					
63	Poppet Flats	49575 Orchard Road	Banning, CA					
66	Beaumont City	628 Maple Avenue	Beaumont, CA					
89	Banning	172 North Murray Street	Banning,CA					

	Battalion 4							
<u>STN #</u>	<u>Name</u>	Address	City, State					
13	Home Gardens	3777 Neece Street	Corona, CA					
14	Corona	1511 Hamner Avenue	Norco, CA					
47	Norco	3902 Hillside Avenue	Norco, CA					
57	Corydon	3367 Corydon Avenue	Norco, CA					
64	Sycamore Creek	25310 Campbell Ranch Road	Corona, CA					
82	Lake Hills	17452 Lake Pointe Drive	Riverside, CA					

	Battalion 5			
STN#	Name	Address	City, State	
25	San Jacinto	132 South San Jacinto	San Jacinto, CA	
26	Little Lake	25954 Stanford Street	Hemet, CA	
28	Sage	35655 Sage Road	Hemet, CA	
34	Winchester	32655 Haddock Street	Winchester, CA	
72	Valle Vista	25175 Fairview Avenue	Hemet, CA	
78	West San Jacinto	2450 West Cottonwood Ave	San Jacinto	

	Battalion 6			
STN#	<u>Name</u>	Address	City, State	
32	Christopher Douglas	78-111 Avenue 52	La Quinta, CA	
39	Thermal	86-911 Avenue 58	Thermal, CA	
40	Mecca	91-350 Avenue 66	Mecca, CA	
41	North Shore	99065 Corvina Road	North Shore, CA	
70	La Quinta PGA	54001 Madison Street	La Quinta, CA	
79	Coachella	1377 6th Street	Coachella, CA	
93	La Quinta North	44-555 Adams Street	La, Quinta, CA	

Battalion 7			
STN#	<u>Name</u>	Address	City, State
80	Shadow Hills	81-025 Avenue 40	Indio, CA
86	Indio HQ	46-990 Jackson Street	Indio, CA
87	Terra Lago	42900 Golf Center Parkway	Indio, CA
88	West Indio	46-621 Madison Street	Indio, CA

	Battalion 8			
<u>STN #</u>	<u>Name</u>	Address	City, State	
43	Blythe	140 West Barnard Street	Blythe, CA	
44	Ripley	13987 Main Street	Blythe, CA	
45	Blythe Air Base	17280 W. Hobson Way	Blythe, CA	
46	River Bend	HC 20 Box 2411	Blythe, CA	
49	Lake Tamarisk	43880 Lake Tamarisk	Desert Center, CA	

	Battalion 9			
<u>STN #</u>	<u>Name</u>	Address	City, State	
2	Sunnymead	24935 Hemlock	Moreno Valley, CA	
6	Towngate	22250 Eucalyptus Ave	Moreno Valley, CA	
48	Sunnymead Ranch	10511 Village Road	Moreno Valley, CA	
58	Moreno Beach	28040 Eucalyptus Avenue	Moreno Valley, CA	
65	Kennedy Park	15111 Indian Avenue	Moreno Valley, CA	
91	College Park	16110 Lasselle Street	Moreno Valley, CA	
99	Morrison Park	13400 Morrison St	Moreno Valley, CA	

Battalion 10			
STN#	Name	Address	City, State
35	Roy Wilson	31920 Robert Road	Thousand Palms, CA
36	North Palm Springs Skybone	11535 Karen Avenue	Desert Hot Springs, CA
37	Desert Hot Springs	65958 Pierson Blvd	Desert Hot Springs, CA
56	Sky Valley	72985 Dillon Road	Desert Hot Springs, CA
81	North Bermuda Dunes	37-955 Washington St	Palm Desert, CA

Battalion 11			
<u>STN #</u>	<u>Name</u>	Address	City, State
23	Pine Cove	24919 Marion Ridge Road	Idyllwild, CA
29	Anza	56560 Hwy 371	Anza, CA
30	Pinyon	70080 Hwy 74	Mountain Center, CA
53	Garner Valley	59200 Morris Ranch Road	Mountain Center, CA
77	Lake Riverside	49937 Camanche Ct.	Aguanga, CA

Battalion 12			
STN#	Name	Address	City, State
33	Palm Desert	44400 Town Center Way	Palm Desert, CA
50	South Rancho Mirage	70801 Highway 111	Rancho Mirage, CA
55	Indian Wells	44900 El Dorado Drive	Indian Wells, CA
67	Mesa View	73200 Mesa View Drive	Palm Desert, CA
69	North Ranch Mirage	71751 Gerald Ford Drive	Rancho Mirage, CA
71	North Palm Desert	73995 Country Club Drive	Palm Desert, CA

Battalion 13			
<u>STN #</u>	<u>Name</u>	Address	City, State
5	Quail Valley	28971 Goetz Road	Quail Valley, CA
7	Towngate	27860 Bradley Road	Sun City, CA
54	Homeland	25730 Sultanas Road	Homeland, CA
68	Menifee	26020 Wickard Road	Menifee, CA
76	Menifee Lakes	29950 Menifee Road	Menifee, CA

	Battalion 14			
STN#	<u>Name</u>	Address	City, State	
16	Pedley	9270 Limonite Avenue	Pedley, CA	
17	Mira Loma	10400 San Sevaine Way	Mira Loma, CA	
18	West Riverside	7545 Mission Boulevard	Riverside, CA	
19	Highgrove	469 Center Street	Highgrove, CA	
27	Eastvale	7067 Hamner Ave	Eastvale, CA	
31	Chandler	14491 Chandler St	Eastvale, CA	
38	Rubidoux	5721 Mission Blvd	Riverside, CA	

	Battalion 15			
STN#	Name	Address	City, State	
12	Temecula	28330 Mercedes Street	Temecula, CA	
73	Rancho California	27415 Enterprise Circle West	Temecula, CA	
75	Bear Creek	38900 Clinton Keith Road	Murrieta, CA	
83	French Valley	37500 Sky Canyon Dr.# 401	Murrieta, CA	
84	Parkview	30650 Pauba Road	Temecula, CA	
92	Wolf Creek	32211 Wolf Creek Drive	Temecula, CA	
95	Roripaugh Ranch	32131 Calle Chapos	Temecula, CA	
96	Glen Oaks	37700 Glen Oaks Road	Temecula, CA	

Fleet West				
STN#	Name	Address	City, State	
N/A	Fleet West	210 West San Jacinto Avenue	Perris, CA	

Fleet East			
<u>STN #</u>	Name	Address	City, State
N/A	Fleet East	47335 Oasis Street	Indio, CA

Ben Clark Training Center			
STN#	<u>Name</u>	Address	City, State
N/A	BCTC	16902 Bundy Ave	Riverside, CA

Roy Wilson Training Center			
	<u>Name</u>	Address	City, State
N/A	Roy Wilson	72564 Ramon Rd.	Thousand Palms, CA

# **EXHIBIT B – PAYMENT SCHEDULE**

<u>Description</u>	<b>Unit of Measure</b>	<u>Unit Price</u>
Regular Hourly Rate	Hour	\$75.00
After Hours Rate (Optional)	Hour	Not Offered
Weekend Hourly Rate (Optional)	Hour	Not Offered
Holiday Hourly Rate (Optional)	Hour	Not Offered
Pick-up / Drop-off Hourly Rate (Optional)	Hour	Not Offered
Mobile On-Site Repair Hourly Rate (Optional)	Hour	Not Offered
Travel Time (if applicable)	Hour	Not Applicable
Parts Discount	Discount	0%

# **SERVICE AGREEMENT**

for

# AS-NEEDED FIRE APPARATUS AND SPECIALTY EQUIPMENT REPAIR AND MAINTENANCE SERVICES PROGRAM

between

### **COUNTY OF RIVERSIDE**

and

# PRECISION FLEET REPAIR



# **TABLE OF CONTENTS**

SEC <sub>1</sub>	TION HEADING	<u>PAGE NUMBER</u>
1.	Description of Services	3
2.	Period of Performance	3
3.	Compensation	3
4.	Alteration or Changes to the Agreement	5
5.	Termination	5
6.	Ownership/Use of Contract Materials and Products	6
7.	Conduct of Contractor	7
8.	Inspection of Service: Quality Control/Assurance	7
9.	Independent Contractor/Employment Eligibility	8
10.	Subcontract for Work or Services	9
11.	Disputes	9
12.	Licensing and Permits	10
13.	Use by Other Political Entities	10
14.	Non-Discrimination	10
15.	Records and Documents	11
16.	Confidentiality	11
17.	Administration/Contract Liaison	12
18.	Notices	12
19.	Force Majeure	12
20.	EDD Reporting Requirements	12
21.	Hold Harmless/Indemnification	13
22.	Insurance	13
23.	General	16
	it A - Statement of Work	28
	· · · · · · · · · · ·	

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_, 2018, by and between Precision Fleet Repair. (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. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Statement of Work, at the prices stated in Exhibit B, Payment Provisions.
- 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 that 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 The "Effective Date" shall be the date this Agreement is executed by the parties. In the event the parties execute this Agreement on more than one date, then the last date the Agreement is executed by a party shall be the "Effective Date" and this Agreement shall continue in effect until June 30, 2019, unless terminated earlier.
- 2.2 At the COUNTY's sole discretion, this Agreement may be extended up to four (4) additional one-year periods with a final expiration date of June 30, 2023, unless terminated earlier.

#### 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 unit increases will be permitted during the first year of this Agreement as set forth in Exhibit B Payment Schedule. 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 for cost increases 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 Riverside, San Bernardino and Ontario 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, 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 Fire Department
Attn: Accounts Payable
210 W. San Jacinto Ave.
Perris, CA 92570

- a) Each invoice shall contain a minimum of the following information: purchase order number, invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-92887-008-06/23); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per California Government Code, 926.10. 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, provided that the maximum total amount authorized under this Agreement is not exceeded. 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.
- 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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management "SAM". CONTRACTOR must notify the COUNTY immediately of a 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). 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.
- 5.8 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 thereof. Failure on the part of the 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 hereof or stopping COUNTY from enforcement hereof.

# 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 that the 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. <u>Inspection of Service; Quality Control/Assurance</u>

- 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/Employment Eligibility

- 9.1 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.
- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Pub. L. 99-603, as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY

within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

# 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.
- 11.3 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.

## 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 disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military or veteran status of any person 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 (Cal. 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. § 12101 et. seq.) and all other applicable laws or regulations.

## 15. Records and Documents

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**

Riverside County Fire Department 210 W. San Jacinto Avenue Perris, CA 92570

Attn: John Miller

#### **CONTRACTOR**

Precision Fleet Repair 21506 Main Street Grand Terrace, CA 92313 Attn: Tony Harris

# 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. Provided the COUNTY receives written notice of such force majeure event no later than five (5) business days after commencement of such force majeure event.

### 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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 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 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. The obligations set forth herein shall survive the expiration and early termination of this Agreement.

## 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.

#### E. 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 Country'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 selfinsurance 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.
- 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.
- CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 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.
- 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.
- 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 CONTRACTOR represents and warrants that CONTRACTOR is registered to do business in the State of California with the California Secretary of State.
- 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political	PRECISION FLEET REPAIR
subdivision of the State of California	
Chuck Washington, Chairman Board of Supervisors	Name: Yony Harris
Dated: AUG 28 2018	Title: Owner  Dated:
ATTEST:	Dated

APPROVED AS TO FORM:

Gregory P. Priamos

Kecia Harper-Ihem Clerk of the Board

County Counsel

Amrit Dhillon.

**Deputy County Counsel** 

# **EXHIBIT A - STATEMENT OF WORK**

# **TABLE OF CONTENTS**

Section I:		General Conditions
	1.0	General Overview
	2.0	Work Requirements
	3.0	Payment for Services Rendered
	4.0	Compliance with Laws, Rules and Regulations
	5.0	Contractor Eligibility
	6.0	Contractor Relocation
	7.0	Transfer of Ownership
	8.0	Nonexclusive Agreement
	9.0	Multiple Awards
	10.0	Existing Contracts
	11.0	Use by Other Government Agencies
	12.0	Authorization to do Business
	13.0	Specialty Safety Requirements
	14.0	Supervision
	15.0	Security
	16.0	False Certification
	17.0	Performance Measures
	18.0	Hours and Days of Operations
	19.0	County Observed Holidays
Section II:		Administrative Procedures
	1.0	Repair Authorization
	2.0	Invoice Information
	3.0	Contractor Selection
Section III:		Scope of Work
	1.0	Mobile On-Site Repair
	2.0	Pick-up and Return of Apparatus
	3.0	Afterhours Response
	4.0	Turn Around and Response Time
	5.0	Materials and Parts
	6.0	Repair Categories
	7.0	Additional Responsibilities of Vendor
	8.0	Responsibilities of the County
	9.0	Award of Work

RFQu # FPARC-317 Form #116-310 – Dated: 2/01/2016

10.0

Warranties

# **EXHIBIT A - SECTION I GENERAL CONDITIONS**

### 1.0 GENERAL OVERVIEW

CONTRACTOR agrees to provide to the COUNTY as-needed fire apparatus and specialty equipment repair and maintenance services per the repair categories listed in Exhibit A, Section III, Paragraph 6.0 – Repair Category Selection and all terms and conditions of this Agreement. The apparent silence or omission from any detailed description concerning any repair or maintenance service shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of the highest acceptable industry standards are to be used. All interpretations of this Agreement shall be made on the basis of this principle.

- 1. The apparatus and equipment types that will require services under this Agreement are listed in Exhibit A, Attachment I and range from Tractor Drawn Aerials, Quints, Type I, II, III, and VI Fire Engines, Breathing Support Apparatus, Water Tenders, and other specialty equipment and components.
- 2. COUNTY will be the sole judge in the selection of fire apparatus/specialty equipment repair and maintenance service contractors per the requirements listed in Exhibit A, Section II, Paragraph 3.0 Contractor Selection and Exhibit A, Section III, Paragraph 9.0 Award of Work.
- 3. All work shall be performed by qualified and properly trained technicians for the specific type of apparatus and/or specialty equipment being worked on.
- 4. All fire apparatus and specialty equipment shall be repaired to manufacturers specifications and returned to the COUNTY in such operating conditions.
- 5. Any corrective/warranty work shall be performed by the CONTRACTOR at the CONTRACTOR'S expense per the requirements listed in Exhibit A, Section III, Paragraph 10.0 Warranties.
- 6. The COUNTY reserves the right to determine if any work is or will be needed under this Agreement and the determination shall be at the COUNTY'S sole and absolute discretion. CONTRACTOR will not be entitled to any claim; including but not limited to, loss of profit should the COUNTY fail to determine a need for services under this Agreement. This Agreement will not grant CONTRACTOR any right to be awarded any minimum amount or type of work.

### 2.0 WORK REQUIREMENTS

The COUNTY will be the sole judge in the selection of an awarded contractor to perform services under this Program per Exhibit A, Section II, Paragraph 3.0 – Contractor Selection and in the evaluation of contractor performance per Exhibit A, Section I, Paragraph 17.0 – Performance Measures.

### 3.0 PAYMENT FOR SERVICES RENDERED

CONTRACTOR shall submit invoices to the COUNTY. No other method of billing is permissible. See Exhibit A, Section II – Administrative Procedures for further information about submitting estimates and invoicing procedures.

# 4.0 <u>COMPLIANCE WITH LAWS, RULES AND REGULATIONS</u>

Page 19 of 43

CONTRACTOR shall comply with all federal, state or local laws and official rules and regulations now in effect or hereafter promulgated, which apply to each repair category or special term and condition specified herein.

Form #116-310 - Dated: 2/01/2016

### 5.0 CONTRACTOR ELIGIBILITY

CONTRACTOR eligibility expires on an annual basis. In order to retain eligibility, CONTRACTOR shall be required to complete and submit a Vendor Extension Form at the conclusion of each year for review and approval by the COUNTY at its sole and absolute discretion.

### 6.0 CONTRACTOR RELOCATION

In the event CONTRACTOR relocates, the CONTRACTOR shall notify the COUNTY, in writing, and submit a new Qualification Packet for review and approval by the COUNTY.

### 7.0 TRANSFER OF OWNERSHIP

In the event CONTRACTOR sells or transfers ownership of the business to another party, the CONTRACTOR shall notify the COUNTY, in writing, and the Agreement shall be terminated. The new owner may request a Qualification Packet from the County if they wish to become an approved vendor.

# 8.0 NONEXCLUSIVE AGREEMENT

The COUNTY shall have the right to go outside of this Agreement to obtain similar services from another source or, when necessary, add new contractors to meet program requirements of the COUNTY.

# 9.0 MULTIPLE AWARDS

In order to ensure adequate service levels and coverage of COUNTY requirements, the COUNTY may select and use multiple service providers.

#### 10.0 EXISTING CONTRACTS

Other County departments may have existing contracts with various vendors. Subject to the terms of those contracts, and at their discretion, the County department may continue under the terms of the existing contract or seek services pursuant to this Agreement.

# 11.0 USE BY OTHER GOVERNMENT AGENCIES

Other local government agencies may request services from CONTRACTOR under the terms and conditions of this Agreement.

#### 12.0 AUTHORIZATION TO DO BUSINESS

CONTRACTOR must be authorized to conduct business in California under this Agreement.

#### 13.0 **SPECIAL SAFETY REQUIREMENTS**

All CONTRACTOR employees shall observe all applicable safety standards and regulations while working on County fire apparatus and /or specialty equipment as well as when visiting County facilities.

### 14.0 <u>SUPERVISION</u>

CONTRACTOR agrees to have a supervisor or a responsible managing employee available during hours of operation for customer contact and quality control purposes.

#### 15.0 SECURITY

RFOu # FPARC-317

CONTRACTOR agrees to provide safe off street parking and locked storage for County fire apparatus and/or specialty equipment.

Form #116-310 - Dated: 2/01/2016

#### 16.0 FALSE CERTIFICATION

Failure to comply with the terms and conditions of this Agreement may result in termination, and CONTRACTOR may be ineligible for future awards if the COUNTY determines that either of the following has occurred:

- 1. CONTRACTOR knowingly made false certification, or
- 2. CONTRACTOR violates the terms, conditions and specification of this Agreement

### 17.0 PERFORMANCE MEASURES

CONTRACTOR will be evaluated during performance under this Agreement based on the terms, conditions, specifications and the following criteria:

- 1. Overall Cost for Repairs and Maintenance
- 2. Quality of Services Provided (performance record)
- 3. Turn-around time for repairs
- 4. Adherence to requirements
- 5. Timely submission and accuracy of estimates and invoices
- 6. Professional and attentive customer service

### 18.0 HOURS AND DAYS OF OPERATION

Hours of services shall be primarily 7 a.m. to 5 p.m., Monday through Friday, each week, except legal holidays.

Hourly labor rates shall include overhead, general and administrative expenses, and profit. Hourly labor rates shall be submitted online via Public Purchase.

- 1. Regular Hours are defined as: Monday through Friday, between the hours of 7:00AM and 5:00PM.
- 2. <u>After Hours</u> is defined as: 5:00PM through 7:00AM (prior written approval from the Fleet Manager or designee is required).
- 3. <u>Weekend Hours</u> are defined as: Any work done on Saturday and Sunday (prior written approval from the Fleet Manager or designee is required).
- 4. <u>Holiday Hours</u> are defined as: Any work performed on County Observed Holidays (prior written approval from the Fleet Manager or designee is required).

#### 19.0 COUNTY OBSERVED HOLIDAYS

Holidays observed by the COUNTY are:

HOLIDAY	DAY OBSERVED
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	December 25

Form #116-310 - Dated: 2/01/2016

## EXHIBIT A - SECTION II ADMINISTRATIVE PROCEDURES

CONTRACTOR agrees to comply fully with the terms and conditions of this Agreement and the following Administrative Procedures.

### 1.0 REPAIR AUTHORIZATION

- 1. The COUNTY will issue a Purchase Order against the awarded contract for all fire apparatus and specialty equipment repair/maintenance. Invoices without a Purchase Order number will not be approved for payment.
- 2. All estimates for repairs shall be sent to the Fleet Manager or designee for review prior to any service being authorized for repair.
- 3. When submitting an estimate, CONTRACTOR shall include the following information:
  - a. Vehicle Number
  - b. Mileage or Hours
  - c. Vehicle Make and Model
  - d. Complete description of repairs needed and breakdown in cost estimate
  - e. Fleet Manager or designee name who requested the repair/maintenance
- 4. Once the estimate has been approved by the Fleet Manager or designee, a Purchase Order will be issued with the repair estimate attached. The Purchase Order will serve as formal authorization to proceed and that funds are available for the repair.
- 5. CONTRACTOR shall not perform any additional services or repair work above the original estimate without the prior approval of the Fleet Manager or designee and an official Change Order generated by the COUNTY Purchasing Department.

#### 2.0 INVOICE INFORMATION

- 1. The following information shall be included on all invoices:
  - a. Purchase Order Number
  - b. Estimate and Invoice Number
  - c. Vehicle Number
  - d. Mileage or Hours
  - e. Vehicle Make and Model
  - f. Detailed cost breakdown Labor rate, itemized list of all parts used minus any parts discount
  - g. RCFD employee name who authorized the repair/maintenance.
  - h. Specific repairs completed.

### 3.0 <u>CONTRACTOR SELECTION</u>

- 1. COUNTY will have varying priorities in selecting an Awarded fire apparatus/specialty equipment repair and maintenance service contractor during the Program term; therefore, the selection of an awarded contractor to perform services may vary based on the following:
  - a. Price
  - b. Location
  - c. Availability
  - d. Facility equipment and tooling
  - e. Specialty qualifications
  - f. Past performance / competent staff
  - g. Proper invoicing, accounting and reporting capabilities.
  - h. On-going training programs to keep employees up to date on new technology

# **SECTION III SCOPE OF WORK**

#### 1.0 **MOBILE ON-SITE REPAIR**

CONTRACTOR shall provide mobile on-site repair services as requested by the COUNTY for all locations listed in Exhibit A – Attachment II. Mobile on-site repairs are not available for Category VII – Emission System Diesel Exhaust Fluid (DEF) Cleaning Service and Repair, or Category IX – Upholstery Repair.

#### 2.0 **PICK-UP AND RETURN OF APPARATUS**

CONTRACTOR shall provide pick-up and return service as requested by the COUNTY for all locations listed in Exhibit A – Attachment II. When requested by the COUNTY, the CONTRACTOR shall pick-up the apparatus, drive it to their repair facility for service then drive the apparatus back to COUNTY location upon completion/acceptance of the repairs. Only direct CONTRACTOR employees who hold a valid California Class B commercial driver's license shall be authorized to operate COUNTY apparatus.

#### 3.0 AFTERHOURS RESPONSE

CONTRACTOR shall provide afterhours response services as requested by the COUNTY for the following Battalion locations: 1, 2, 3, 4, 5, 9, 14 and 15. Afterhours response is not available for Category VI – Bodywork and Paint.

#### 4.0 **TURN AROUND AND RESPONSE TIME**

CONTRACTOR shall have a turnaround time of one (1) to two (2) business days for cost estimates on preventative scheduled maintenance and/or routine repairs. For jobs which are considered major repairs, this time may be extended via authorization from the Fleet Manager or designee. Cost estimate for a major repair shall take no more than seven (7) business days to complete without the approval of the Fleet Manager or designee.

#### 5.0 **MATERIALS AND PARTS**

All parts shall be new Original Equipment Manufacturer (OEM) or approved equal. reconditioned, rebuilt or aftermarket parts shall be at the discretion of the Fleet Manager or designee. All County approved reconditioned, rebuilt or aftermarket parts/materials shall, in all ways, be equal to or better than OEM and shall be supplied by established and commonly known brands meeting OEM specifications which carry an equal or better than OEM warranty.

#### 6.0 **REPAIR CATEGORIES**

CONTRACTOR shall only assign experienced and qualified technicians to work on COUNTY fire apparatus/specialty equipment.

#### 1. Category I – General Repairs

The following is a list of general repair categories and sub categories which identify the types of repair and maintenance services authorized to be performed under this Agreement.

For each service, COUNTY will request a written cost estimate per the procedures listed in Exhibit A, Section II, Paragraph 1.0 – Repair Authorization of this Agreement.

#### a. Cab Interior:

Gauges, Ignition/Battery Switches, Window Regulators, Air Vents, Seat Belts, Blower Fans, Interior Lights, Interior Warning Lights, Interior Switches, On-Board Battery Chargers, All Electrical Wiring, Steering Wheel, Horn Switch, Horn Contacts, Horn Pad Assembly, Trans Shift Control Pad, Turn Signal Switch and Levers, On Board Air Compressor.

#### b. Exterior:

Air Tanks, Air Horns, Head Lights, Turn Signal/Running/Clearance Lights And Lenses, Front Grill, Front Bumper and Mount Hardware, Side View Mirrors, Windshield Wipers, Tail Board Assembly, Hose and Side Bed Vinyl Covers, Scene/Telescoping Flood Lights, Rear Scene Lights, Mud Flaps, Engine/Trans Mounts, Cab Mounts, Cab Lift Cylinders, Cab Lift Pump/Latches, Hoses, Engine Cooling Fan, Radiator Hub and Fan Clutch, Repair Or Replace Radiator, All Cooling Hoses, Air Charge Cooler, A/C compressor, A/C Hoses, A/C Evaporator Assembly, A/C Freon, A/C Condenser Assembly, Condenser Fans, Fuel Tank Repair/Replacement, Fuel Tank Sending Unit/Fuel Lines, Chassis Repair, Cross Members, Lube, Oil & Filter, Fuel / Air / Coolant Filter, Auxiliary Pump Engine And Accessories, Air Compressor, Air Dryer, Air Dryer Filter, D2Governor, Transfer Case Repairs and Accessories.

#### c. Front Suspension:

Leaf Hangers, Leaf Spring Packs and Hardware, King Pins, Spindles, Brake Rotors/Drums, Bearings and Hardware, Seals, Hub Covers, Steer Miter Box, Steer Box Shaft, Steering Box Assembly, Power Steering Hoses, P/S Reservoir, P/S Fluid, Drag Link, Steering Arm, Suspension Axle, Brake Chambers, S-Cam Shafts and Bushings, Brake Slack Adjusters, Ball Joints, Air Brake Relay/ABS Valves, Air Brake Hoses, Brake Shoes/Pads and Hardware.

#### d. Rear Suspension:

Leaf Hangers, Leaf Spring Packs and Hardware, Track Arms, Brake Chambers, Air Brake Relay/ABS Relay Valves, Air Brake Hoses, S-Cam Brackets, Auto Brake Slack Adjuster, Brake Shoes/Pads And Hardware, Brake Drums/Rotors, Wheel Seals and Bearings and Hardware, Differential Housing, Final Drive Ring And Pinion Bearings Hardware, Drive Shafts, Universal Joints, Fluid, Include All Oil and Lube Components, Changing Oil, Oil filters, Fuel Filters, Steering Filters, Trans Filters, Gear Oils, Transfer Case Oils.

#### 2. Category II – Engine and Accessories

The following is a list of engine and accessory repair categories and sub categories which identify the types of repair and maintenance services authorized to be performed under this Agreement.

For each service, COUNTY will request a written cost estimate per the procedures listed in Exhibit A, Section II, Paragraph 1.0 – Repair Authorization of this Agreement.

a. Long Block Engine, Short Block Engine, Cylinder Head, Head Gasket, In frame Overhaul Piston Kits, Crankshaft Kit, Engine Bearing Kit, Oil Pump, Injectors, Injector Lines, Rocker Arms, Internal Injector Harness, Jake Brake Solenoids, Overhaul Gasket Set, Engine ECM, Engine ECM Harness, Turbo Charger Assembly, Turbo Plumbing, Turbo Oil Supply And Return Lines, Turbo Cooler Lines, Injection Pump, Injection Lift Pump Assembly And Supply Lines, Water Pump, Alternator, Belt Tensioner, Fan Belts, EGR Cooler, Coolant temperature Sensor, Thermostat, Thermostat Housing, Dip Stick Tube, EGR Valve, Engine Radiator, Turbo Air Charge Cooler, Engine Expansion Tank, Radiator fan, Fan Hub Assembly, Fan Clutch, All Engine Cooling Hoses, Engine And Trans Mounts, A/C Compressor, Freon, All A/C Accessories, Cam/Crank Shaft Speed Sensor, Fuel Rail Pressure sensor, Air Compressor, Engine Flywheel, Engine Starter, Exhaust Manifold, EGR Pressure Sensor, Flywheel Housing, Engine Coolant Filter Adapter And Filter, Oil Pan, Lube – Oil & Filter, Air-Fuel Coolant Filter, Air Dryer, Air Dryer Filter, D2 Governor, All DPF/SCR System Diagnostics & Repair.

## 3. Category III - Allison Transmission and Accessories

Services not provided by CONTRACTOR

## 4. Category IV – Midship Pumps and Auxiliary Pumps

The following is a list of midship pumps and auxiliary pumps repair categories and sub categories which identify the types of repair and maintenance services authorized to be performed under this Agreement.

For each service, COUNTY will request a written cost estimate per the procedures listed in Exhibit A, Section II, Paragraph 1.0 – Repair Authorization of this Agreement.

a. Complete Midship Shaft, Ceramic Seals, Bearing Assembly Kit, Lower Case Assembly, Transfer Case Repair, Pump Engage Servo Repair, All plumbing Hoses, Metal Plumbing, Flanges, Ball Valve Kits, Complete Valve Assembly, Control Valve Levers, Control Valve Actuators, Pressure Relief Valve Repairs And Complete Assembly, Valve Control Swivels, Primer Control Valve Assembly, Primer Control Valve Repair Kits, Primer Motor Assembly, Primer Motor Repair, All Electrical Wiring and Switches, Intake Valve, Actuator Motor Assembly and Repair Kits, Impellor and Wear Rings, All Pump Gaskets, Tank To Pump Valve Assembly, Pump Strainer Screens, Drive Shaft And Universal Joints, Pressure Relief Valve Assembly And Repair, Pump Anode Rod, Tank Level Displays, Pump Control Heads, Pump Thermostat Control Valve, Pump Suction Relief Valve and Repairs, All Pump Pressure/Suction Gauges, All Pump Control Switches, Foam Control Heads, Foam Paddle Wheels And Pressure Sending Units, All Pump Related Labels, All Drain Valves, All Control Knobs, Pump Indirect Cooler, All Pressure Governors.

## 5. Category V – Ladders / Aerials (including Quints)

Services not provided by CONTRACTOR

### 6. Category VI - Bodywork and Paint

Services not provided by CONTRACTOR

### 7. Category VII – Emission System Diesel Exhaust Fluid (DEF) Cleaning Service and Repair

The following is a list of DEF repair categories and sub categories which identify the types of repair and maintenance services authorized to be performed under this Agreement.

For each service, COUNTY will request a written cost estimate per the procedures listed in Exhibit A, Section II, Paragraph 1.0 – Repair Authorization of this Agreement.

a. Diesel Particulate Filter Cleaning, Emissions System Diagnostics, DPF Vacuum Thermal Baking, Emissions Regen System Repair, Diesel Exhaust Fluid/Selective Catalytic Reduction System Diagnostics and Repair.

## 8. Category VIII - Starter and Alternator Repair

The following is a list of starter and alternator repair categories and sub categories which identify the types of repair services authorized to be performed under this Agreement.

For each service, COUNTY will request a written cost estimate per the procedures listed in Exhibit A, Section II, Paragraph 1.0 – Repair Authorization of this Agreement.

a. Starters, Alternators, Electric Motors, Primer Motors, Hose Real Motors.

## 9. Category IX- Upholstery and Repair

The following is a list of upholstery repair categories and sub categories which identify the types of repair services authorized to be performed under this Agreement.

For each service, COUNTY will request a written cost estimate per the procedures listed in Exhibit A, Section II, Paragraph 1.0 – Repair Authorization of this Agreement.

Seats, Floors, Headliners, Sun Visors, Center Consoles, Door Panels, Dash Boards, Hose Bed Covers.

#### 7.0 ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall:

- Supply all tools, parts, vehicles and equipment necessary to perform the categories / subcategories of work for which they are offering.
- Provide work in accordance with best standard practices of the industry. CONTRACTOR'S workmanship shall be subject to the approval of the Fleet Manager or designee. The COUNTY reserves the right to suspend or terminate the agreement if the CONTRACTOR does not maintain the quality of workmanship and services levels acceptable to the COUNTY.
- 3. Provide appropriate and qualified labor, including mechanics, installers, and/or other skilled workers and administrative staff.
- Provide proper and necessary secured parking or storage area for all county fire apparatus left in its care. Any damage occurring to county fire apparatus while left in the CONTRACTOR'S care shall be repaired by the CONTRACTOR at no cost to COUNTY.
- Not allow any unauthorized use of any county fire apparatus left in its care. Test drives may be allowed with permission of the Fleet Manager or designee.
- Not perform any additional services or repair work above the original estimate without the submission of a revised estimate, approval from the Fleet Manager or designee and an official Change Order to the PO issued by the COUNTY.
- 7. Provide, unless otherwise agreed to before the start of work, all county fire apparatus the highest priority for completion.
- Provide all old/replaced parts back to county unless directed otherwise by the Fleet Manager or designee.
- 9. Be in compliance with all federal, state, and local laws and regulations applicable to the Contractor and to the services provided under the Agreement.

#### 8.0 **RESPONSIBILITIES OF THE COUNTY**

COUNTY will:

- Inspect and approve contractor-supplied parts, materials, and workmanship, as determined necessary by the Fleet Manager or designee.
- Approve all contractor-proposed work estimates before contractor starts the work or increases the scope of work (per Exhibit A, Section II, Paragraph 1.0 – Repair Authorization).

RFQu # FPARC-317 Exhibit A - Section III Page 26 of 43

- 3. Retain the right to inspect contractor's facility(ies) to ensure appropriate tools, work methods, procedures, and cleanliness, etc., are in place.
- Determine the need for, and provide, any required inspection of contractor-provided services.
- 5. Reimburse the CONTRACTOR for all parts and fluids supplied by CONTRACTORS at the CONTRACTOR'S retail cost, minus any discount percent listed in Exhibit B - Price Schedule.

#### 9.0 AWARD OF WORK

- The COUNTY reserves the right to determine if any work is or will be needed under the Agreement, at the COUNTY's sole and absolute discretion. CONTRACTOR will not be entitled to any claim for loss profits or otherwise should the County fail to determine a need for services under the Agreement. The Agreement will not grant CONTRACTOR any right to be awarded any minimum amount or type of work.
- The COUNTY, at their sole discretion, will issue purchase orders on an as-needed basis to contractors on the qualified vendor list. The Fleet Manager or designee will identify the work to be performed and will request an estimate from selected contractor(s) that have been found qualified for the category of repair/maintenance being requested. Each time work is requested under the Agreement, the COUNTY will evaluate the list of qualified contractors and select a contractor based on the requirements specified in Exhibit A, Section II, Paragraph 3.0 - Contractor Selection. At the discretion of the COUNTY, or for all estimates over \$25,000, the COUNTY will bid such work amongst the list of awarded contractors under the specific category of repairs needed.
- Should a contractor be requested to service fire apparatus requiring repairs that need extensive diagnosis before determining a repair-cost estimate, CONTRACTOR will be awarded an initial purchase order to tear down, inspect, and prepare a time and materials repair-cost estimate. Upon the Fleet Manager or designee's approval of the estimated repair cost, a separate Purchase Order will be issued to the CONTRACTOR to perform the repairs. Any repair work completed by the CONTRACTOR before receiving approval of the cost estimate and issuance of a PO shall be done at the CONTRACTOR'S expense and at no cost to the COUNTY. Should the Fleet Manager or designee not agree with the CONTRACTOR'S estimate or time to complete the repair and/or the cost of labor and materials, the Fleet Manager or designee may elect to either: not have the repairs performed, transfer the fire apparatus to another qualified contractor or conduct the repairs in-house.

#### 10.0 WARRANTIES

- CONTRACTOR shall assure all materials, parts, and workmanship supplied are free from original or developed defects. Should original or developed defects and/or failures appear within 90 calendar days, or 4,000 miles on mileage vehicles, or 200 hours on hourly equipment (whichever occurs first), or Manufacturer's standard warranty, whichever is longer, from the date of the COUNTY'S acceptance of work, CONTRACTOR, at its expense, shall rectify such defects and/or failures and make all replacements and adjustments that are required.
- 2. All corrective/warranty work shall be performed by the CONTRACTOR at the CONTRACTOR'S expense and to the satisfaction of the COUNTY. The CONTRACTOR shall give its highest priority to completing any requested corrective work.

# EXHIBIT A ATTACHMENT I – EQUIPMENT LIST

The following list contains the current inventory of RCFD fire apparatus and specialty equipment. This list, however, is not all-inclusive and will be updated from time-to-time as new apparatus are added and old apparatus are retired from service. This list is provided to give an overview of the approximate age, type and mileage of the fire apparatus and specialty equipment currently in service at the time this Agreement was executed.

Year	Make	Model	Style	RCO	Fuel	Odometer
2017	Ford	F450	Ambulance	109-134	Diesel	3575
2010	Ford	F450	Ambulance	109-002	Diesel	96553
2017	Ford	F450	Ambulance	109-136	Gasoline	89621
2008	Chevy	3500	Ambulance	08-819	Gasoline	124443
2012	Dodge	RAM	Ambulance	109-006	Diesel	89835
2016	Dodge	RAM 4500	Ambulance	109-122	Diesel	15355
2016	Dodge	RAM 4500	Ambulance	109-126	Diesel	21171
2016	Dodge	RAM 4500	Ambulance	109-123	Diesel	39370
2015	Dodge	RAM 4500	Ambulance	109-117	Diesel	66700
2017	FORD	F650	Box Truck	17-833	Diesel	255
2017	Freightliner	M2106	Box Truck	17-831	Diesel	100
2017	Intl	VN	BOX TRUCK	16-854	Diesel	20482
2008	Ford	N/A	Box Truck	08-812	Gasoline	141917
1995	GMC	TOP KICK	Breathing Support	95-819	Diesel	100358
1995	GMC	TOP KICK	Breathing Support	95-817	Diesel	44780
1995	GMC	TOP KICK	Breathing Support	95-818	Diesel	68209
1995	Chevy	TOP KICK	Breathing Support	95-816	Gasoline	44316
1992	GMC	TOP KICK	Breathing Support	92-490	Diesel	65978
1991	Intl	4700	Breathing Support	08-860	Diesel	74300
2017	Spartan/SVI	N/A	Breathing Support	17-822	Diesel	4238
2008	SVI	CUMMINS	Breathing Support	09-801	Diesel	151800
2015	Dodge	RAM 5500 SLT	Bucket Truck	15-831	Diesel	62266
2015	KENWORTH	T370	CARGO TRUCK	15-811	Diesel	79216
2003	Freightliner	FL70	CCV	22X111	Diesel	184407
2003	Freightliner	FL70	CCV	22X115	Diesel	176645
2009	Intl	4400	CCV	22X165	Diesel	159916
2009	Intl	4400	CCV	22X101	Diesel	210292
2007	Intl	4400	CCV	22X243	Diesel	95104
2009	Intl	4400	CCV	22X017	Diesel	93205
2009	Intl	4400	CCV	22X156	Diesel	144909

RFQu # FPARC-317

Form #116-310 - Dated: 2/01/2016

2009	Intl	4400	CCV	22X144	Diesel	140665
2007	Intl					90053
		4400	CCV	22X244	Diesel	
2008	Intl	4400	CCV	22X230	Diesel	74917
2009	Intl	4400	CCV	22X160	Diesel	55353
2007	Intl	4400	CCV	22X245	Diesel	106268
2009	Intl	4400	CCV	22X251	Diesel	116843
1996	Intl	4700	CCV	22x021	Diesel	260000
1997	Intl	4700	CCV	22X031	Diesel	270000
1997	Intl	4700	CCV	22X026	Diesel	255001
2002	Intl	4900	CCV	22X153	Diesel	218135
2002	Intl	4900	CCV	22X151	Diesel	1433807
2002	Intl	4900	CCV	22X109	Diesel	178000
2002	Inti	4900	CCV	22X118	Diesel	197031
1976	CAT	D6-C	Dozer	06x009R	Diesel	2695
1964	CATERPILLAR	D6C	Dozer	26X006	Diesel	2705
1996	CAT	D5HXL	Dozer	06X098	Diesel	5431
1996	CAT	D5HXL	Dozer	06X100	Diesel	2839
2016	CATERPILLAR	D6NXL	Dozer	06X009	Diesel	286
2006	CAT	CAT	Dozer	08-886	Diesel	2625
2014	Ford	F450 4x4	Dozer Tender	20X028	Diesel	218065
1999	Dodge	BR3500	Dozer Tender	R20X028	Diesel	276716
2001	Dodge	BR3500	Dozer Tender	20X059	Diesel	236702
1984	IHC	1724	Dump Truck	13X051	Diesel	26570
1990	Intl	4900S	Dump Truck	13X005	Diesel	87445
1989	Ford	FTH 1000	Engine	89-446	Diesel	0
1988	Ford	FTH 1000	Engine	89-405	Diesel	0
1989	Ford	FTH 1000	Engine	89-441	Diesel	0
1989	Ford	8000	Engine	89-413	Diesel	179972
1988	GMC	N/A	Engine	88-417	Gasoline	0
2010	Freightliner	N/A	Freightliner Hook Lift	09-803	Diesel	59445
1989	John Deere	670B	Grader	16X016	Diesel	288
1995	Dodge	2500	Hazmat	95-801	Gasoline	41863
2008	Ford	F550	Hazmat	08-854	Diesel	119400
2008	Ford	F550	Hazmat	08-853	Diesel	105368
1992	E-One	N/A	Hazmat	93-804	Diesel	448051
2013	Spartan/SVI	N/A	Hazmat	13-814	Diesel	29535
2008	Spartan	Spartan / SVI	Hazmat	09-802	Diesel	63125

1989	Zieman	1160	Heli Service	41X022	Diesel	109881
2016	INTERNATIONAL	West Mark	Heli Tender	41x002	Diesel	10749
1999	Intl	4900	HeliTak	R41X002	Diesel	131637
1990	Intl	4700S	Insect Trk	45X001	Diesel	0
2008	Smeal	TILLER	LADDER TRUCK	08-864	Diesel	65001
2009	Spartan	AERIAL	LADDER TRUCK	14-800	Diesel	30447
1983	Ford	GZ411V	Loader	21X034	Diesel	0
2017	Ford	F550	Lube	17-803	Diesel	6892
2007	Chevy	3500	Medic	07-871	Diesel	124313
2014	Ford	FRAZER	Medic	109-114	Diesel	56884
2014	Ford	FRAZER	Medic	109-115	Diesel	39926
2010	Ford	N/A	Medic	09-809	Diesel	89611
2009	Ford	E450	Medic	09-806	Diesel	80987
2012	Chevy	C3500	Medic	109-004	Diesel	74755
2007	Chevy	3500	Medic	08-808	Gasoline	93445
2017	Ford	F550	MEDIC PATROL	17-829	Diesel	100
2017	Ford	F550	MEDIC PATROL	17-827	Diesel	100
2017	Ford	F550	MEDIC PATROL	109-135	Diesel	393
2017	Ford	F550	MEDIC PATROL	17-828	Diesel	100
2017	Ford	F550	MEDIC PATROL	17-830	Diesel	100
2006	Ford	F550	Medic SQ	11-808	Diesel	96343
2003	Ford	F550	Medic SQ	03-823	Diesel	73134
2008	Ford	F550	Medic SQ	08-840	Diesel	51054
2008	Ford	F550	Medic SQ	08-841	Diesel	75501
1999	Ford	F450	Medic SQ	99-809	Diesel	144261
1999	Ford	F450	Medic SQ	98-824	Diesel	83996
2014	Dodge	RAM 4500	Medic SQ	109-111	Diesel	50411
2013	Dodge	RAM 4500	Medic SQ	109-008	Diesel	85937
2015	Dodge	RAM 5500 SLT	Medic SQ	109-118	Diesel	4280
2000	Eagle	N/A	Meoc	01-800	Diesel	13470
2004	Freightliner	Eagle	Meoc	05-806	Diesel	7875
2004	Freightliner	Eagle	Meoc	05-807	Diesel	9547
2007	Ford	F550	Mobile Serv Unit	07-808	Diesel	114543
2000	Ford	F450	Mobile Serv Unit	01-808	Diesel	96612
1999	Ford	F450	Mobile Serv Unit	98-823	Diesel	100335
2007	Peterbilt	N/A	Mobile Serv Unit	07-884	Gasoline	110917
2016	Ford	F550	Repair	16-830	Diesel	37948

				T -=	D' l	254202
2007	Ford	F550	Repair	07-802	Diesel	254203
2007	Ford	F550	Repair	07-809	Diesel	172796
2007	Ford	F550	Repair	07-810	Diesel	200332
2003	Ford	F450	Repair	04-800	Diesel	238948
2003	Ford	F450	Repair	03-838	Diesel	127510
1986	GMC	DIESEL 7000	Repair	91-529	Diesel	76641
2015	Intl	TERRASTAR SFA	Repair	14-803	Diesel	56458
2016	FORD	F550	SERVICE TRUCK	16-856	Diesel	8988
2017	Ford	F550	SERVICE TRUCK	17-832	Diesel	4
2016	FORD	F550	SERVICE TRUCK	16-857	Gasoline	0
2016	FORD	F450	SERVICE TRUCK	16-858	Gasoline	29007
2016	FORD	F450	SERVICE TRUCK	16-859	Gasoline	22472
2009	CATERPILLAR	Skid Steer	Skid Steer	09-805	Diesel	911
2004	Ford	F550	Squad	05-813	Diesel	11759
2001	Ford	F550	Squad	95-814	Diesel	60165
2004	Ford	F550	Squad	10-800	Diesel	48312
2004	Ford	F550	Squad	04-841	Diesel	49169
2006	Ford	F550	Squad	109-009	Diesel	20640
2001	Ford	F550	Squad	11-810	Diesel	50186
2005	Ford	F550	Squad	06-807	Diesel	26769
2004	Ford	F550	Squad	04-837	Diesel	17916
2008	Ford	F550	Squad	08-816	Diesel	14016
2008	Ford	FORD	Squad	08-863	Diesel	23784
2008	Ford	F550	Squad	08-813	Diesel	21703
2008	Ford	F550	Squad	08-862	Diesel	10838
2008	Ford	F550	Squad	08-855	Diesel	17238
2002	Ford	F550	Squad	03-800	Diesel	56023
2006	Ford	F550	Squad	07-812	Diesel	14400
2005	Ford	F550	Squad	06-806	Diesel	24643
2002	Ford	F450	Squad	11-812	Diesel	27392
2003	Ford	F450	Squad	12-821	Diesel	52400
2005	Ford	F450	Squad	11-811	Diesel	66195
1996	Chevy	3500	Squad	11-809	Diesel	58178
1997	E-One	4800 4x4	Squad	97-838	Diesel	11634
2015	Dodge	RAM 5500 SLT	Squad	109-119	Diesel	22612
2015	Dodge	RAM 5500 SLT	Squad	109-121	Diesel	8464
2015	Dodge	RAM 5500 SLT	Squad	109-120	Diesel	3925

1996	Ford	F700	Stakeside	03X072	Diesel	78052
1999	Ford	F450	Stakeside	98-825	Diesel	181760
2015	INT'L	TERRASTAR	Stakeside	15-807	Diesel	21344
2003	Freightliner	N/A	Tractor	03-817	Diesel	0
1994	CASE	SUPER K	Tractor	13-802	Diesel	4020
1984	Ford	A62	Tractor	21X023	Diesel	863
2000	Mack	CH613	Transport	07X049	Diesel	160210
2000	Mack	CH613	Transport	07X050	Diesel	137939
2015	Mack	CHU613	Transport	07X006	Diesel	17340
2009	Peterbilt	N/A	Transport	08-884	Diesel	92726
1973	Intl	F4270	Transport	26X084	Diesel	Not Available
1977	Intl	F4270	Transport	26X097T	Diesel	3705
1998	Intl	4700	Truck	11-807	Diesel	28641
2005	KME	TILLER	Truck	06-808	Diesel	101677
2003	KME	TILLER	Truck	03-833	Diesel	84847
2004	KME	TILLER	Truck	04-838	Diesel	94065
2003	KME	TILLER	Truck	03-835	Diesel	106139
2000	HME West St	QUINT	Truck	01-811	Diesel	129905
2002	Spartan	AERIAL	Truck	109-112	Diesel	137271
2007	Spartan	QUINT	Truck	07-814	Diesel	87590
1993	E-One	QUINT	Truck	97-839	Diesel	Not Available
2008	Spartan	TILLER	Truck	08-842	Diesel	857356
2008	Spartan	TILLER	Truck	08-858	Diesel	71347
2008	Spartan	TILLER	Truck	08-857	Diesel	83128
2014	Smeal	Quint	Truck	109-116	Diesel	39600
2003	Smeal	QUINT	Truck	04-835	Diesel	116492
1989	Kovatch	FTH 1000	Type 1	90-528	Diesel	181810
1988	FMC	FTH 1500	Type 1	97-842	Diesel	38758
1991	Ford/E-one	FTH 1250	Type 1	91-516	Diesel	174476
1989	Ford	FTH 1000	Type 1	89-444	Diesel	172188
1990	Ford/E-one	FTH 1250	Type 1	91-520	Diesel	267711
1988	Ford	FTH 1000	Type 1	89-410	Diesel	118762
1989	Ford	8000	Type 1	89-427	Diesel	Not Available
1991	Ford/E-one	FTH 1250	Type 1	91-513	Diesel	260250
1989	Ford	KME 1000	Type 1	89-412	Diesel	121917
1990	Ford/E-one	FTH 1250	Type 1	91-521	Diesel	194420
1988	Ford	FTH 1000	Type 1	89-411	Diesel	145955

1991	Ford/E-one	FTH 1250	Type 1	91-508	Diesel	99474
1991	Ford/E-one	FTH 1250	Type 1	91-512	Diesel	1729100
1991	Ford/E-one	FTH 1250	Type 1	91-514	Diesel	157441
1991	Ford/E-one	FTH 1250	Type 1	91-517	Diesel	166986
1991	Ford/E-one	FTH 1250	Type 1	91-519	Diesel	Not Available
1988	Ford	FTH 1000	Type 1	89-417	Diesel	21384
1991	Ford/E-one	FTH 1250	Type 1	91-509	Diesel	138504
1991	Ford/E-one	FTH 1250	Type 1	91-562	Diesel	142621
1989	Ford	8000	Type 1	89-407	Diesel	86030
1991	Ford/E-one	FTH 1250	Type 1	91-511	Diesel	184112
1991	Ford/E-one	FTH 1250	Type 1	91-515	Diesel	167640
1988	Ford	FTH 1000	Type 1	89-402	Diesel	38227
1989	Ford	8000	Type 1	89-447	Diesel	218872
1990	Ford	FTH 1250	Type 1	91-510	Diesel	106907
1990	Ford/E-one	FTH 1250	Type 1	91-563	Diesel	157595
1991	Ford/E-one	FTH 1250	Type 1	91-560	Diesel	146354
1988	Ford	FTH 1000	Type 1	89-408	Diesel	163002
1988	Ford	FTH 1000	Type 1	89-404	Diesel	196436
1989	Ford	FTH 1000	Type 1	89-422	Diesel	176556
1989	Ford	FTH 1000	Type 1	89-443	Diesel	122349
1991	Ford/E-one	FTH 1250	Type 1	91-561	Diesel	170948
1988	Ford	FTH 1000	Type 1	89-406	Diesel	Not Available
1988	Ford	KME 1000	Type 1	89-403	Diesel	Not Available
1991	Ford	E-ONE	Type 1	91-518	Diesel	90841
1990	Ford/E-one	FTH 1250	Type 1	91-564	Diesel	150957
1990	Ford/E-one	FTH 1250	Type 1	91-565	Diesel	20353
1989	Ford	N/A	Type 1	89-409	Diesel	151020
1989	GMC	N/A	Type 1	89-428	Diesel	87456
1988	FMC	FTH 1250	Type 1	95-812	Diesel	118690
1999	HME West St	FTH 1500	Type 1	00-832	Diesel	51729
2002	HME West St	FTH 1500	Type 1	01-825	Diesel	115280
2000	HME West St	FTH 1500	Type 1	00-830	Diesel	199268
2000	HME West St	FTH 1500	Type 1	01-830	Diesel	202058
2000	HME West St	FTH 1500	Type 1	00-833	Diesel	158216
2000	Westates	FTH 1500	Type 1	01-824	Diesel	205173
2000	НМЕ	FTH 1500	Type 1	01-835	Diesel	175373
2000	HME West St	FTH 1500	Type 1	01-829	Diesel	50390

2000	HME West St	FTH 1500	Type 1	00-831	Diesel	212113
2000	HME West St	FTH 1500	Type 1	01-823	Diesel	203514
2008	НМЕ	Fire Engine	Type 1	109-125	Diesel	39537
1995	E-One	FTH 1500	Type 1	94-818	Diesel	220190
1994	E-One	FTH 1500	Type 1	94-817	Diesel	247000
1995	E-One	FTH 1500	Type 1	94-826	Diesel	265302
1995	E-One	FTH 1500	Type 1	94-819	Diesel	190479
1995	E-One	FTH 1500	Type 1	94-820	Diesel	53900
1995	E-One	FTH 1500	Type 1	94-822	Diesel	167478
1994	E-One	FTH 1500	Type 1	94-830	Diesel	232998
1995	E-One	FTH 1500	Type 1	94-816	Diesel	259704
1995	E-One	FTH 1500	Type 1	94-829	Diesel	251614
1995	E-One	FTH 1500	Type 1	94-828	Diesel	242327
1995	E-One	FTH 1500	Type 1	94-821	Diesel	31876
1995	E-One	FTH 1500	Type 1	94-823	Diesel	214331
1995	E-One	FTH 1500	Type 1	94-815	Diesel	230954
1995	E-One	FTH 1500	Type 1	94-824	Diesel	313588
1995	E-One	FTH 1500	Type 1	94-825	Diesel	257976
2010	Pierce	FTH 1500	Type 1	11-814	Diesel	63129
2002	Salsbury	FTH 1500	Type 1	11-815	Diesel	142217
1997	Salsbury	FTH 1500	Type 1	12-816	Diesel	104600
1999	Salsbury	FTH 1500	Type 1	109-003	Diesel	165719
2004	Smeal	FTH 1500	Type 1	04-818	Diesel	196541
2016	Spartan ERV	Spartan / SVI	Type 1	16-845	Diesel	11284
2003	Smeal	FTH 1500	Type 1	04-836	Diesel	198226
2004	Smeal	FTH 1500	Type 1	04-816	Diesel	188564
2004	Smeal	FTH 1500	Type 1	05-800	Diesel	151862
2005	Smeal	FTH 1500	Type 1	06-801	Diesel	188644
2005	Smeal	FTH 1500	Type 1	06-803	Diesel	126490
2007	Smeal	FTH 1500	Type 1	07-867	Diesel	160777
2010	Spartan/E-one	FTH 1500	Type 1	10-802	Diesel	74000
2015	Spartan ERV	Engine	Type 1	15-838	Diesel	35662
2003	Smeal	FTH 1500	Type 1	04-802	Diesel	185108
2005	Smeal	FTH 1500	Type 1	05-814	Diesel	181818
2006	Smeal	FTH 1500	Type 1	07-850	Diesel	95934
2007	Smeal	FTH 1500	Type 1	07-868	Diesel	133544
2008	Smeal	FTH 1500	Type 1	08-880	Diesel	81472

2017				45.005	D:1	22002
2015	Spartan ERV	Engine	Type 1	15-835	Diesel	32962
2015	Spartan ERV	Engine	Type 1	15-844	Diesel	30796
2016	Spartan ERV	Spartan / SVI	Type 1	16-846	Diesel	14290
2003	Smeal	FTH 1500	Type 1	04-807	Diesel	125750
2004	Smeal	FTH 1500	Type 1	04-811	Diesel	185900
2003	Smeal	FTH 1500	Type 1	04-817	Diesel	122196
2004	Smeal	FTH 1500	Type 1	05-801	Diesel	184229
2004	Smeal	FTH 1500	Type 1	04-845	Diesel	205234
2005	Smeal	FTH 1500	Type 1	06-800	Diesel	177396
2005	Smeal	FTH 1500	Type 1	06-804	Diesel	148800
2007	Smeal	FTH 1500	Type 1	07-865	Diesel	129620
2008	Smeal	FTH 1500	Type 1	08-849	Diesel	138435
2008	Smeal	FTH 1500	Type 1	08-867	Diesel	142707
2008	Smeal	FTH 1500	Type 1	08-875	Diesel	101825
2012	Smeal	FTH 1500	Type 1	12-822	Diesel	69876
2015	Spartan ERV	Engine	Type 1	15-847	Diesel	35565
2003	Smeal	FTH 1500	Type 1	04-803	Diesel	176997
2007	Smeal	FTH 1500	Type 1	07-815	Diesel	150000
2007	Smeal	FTH 1500	Type 1	07-852	Diesel	197339
2007	Smeal	FTH 1500	Type 1	07-883	Diesel	160625
2009	Smeal	FTH 1500	Type 1	09-808	Diesel	154680
2015	Spartan ERV	Engine	Type 1	15-842	Diesel	30557
2016	Spartan ERV	Spartan / SVI	Type 1	16-847	Diesel	17600
2016	Spartan ERV	Spartan / SVI	Type 1	16-848	Diesel	12193
2016	Spartan ERV	Spartan / SVI	Type 1	16-850	Diesel	144472
2016	Spartan ERV	Engine	Type 1	16-803	Diesel	22502
2016	Spartan ERV	Engine	Type 1	16-806	Diesel	19321
2003	Smeal	FTH 1500	Type 1	04-801	Diesel	161904
2003	Smeal	FTH 1500	Type 1	04-808	Diesel	233000
2003	Smeal	FTH 1500	Type 1	04-813	Diesel	123524
2003	Spartan	FTH 1500	Type 1	04-809	Diesel	805
2003	Smeal	FTH 1500	Type 1	04-812	Diesel	145145
2004	Spartan	FTH 1500	Type 1	05-802	Diesel	181368
2005	Smeal	FTH 1500	Type 1	06-802	Diesel	155420
2008	Smeal	FTH 1500	Type 1	08-843	Diesel	110603
2008	Smeal	FTH 1500	Type 1	08-869	Diesel	115915
2008	Spartan	FTH 1500	Type 1	08-868	Diesel	121441

2009	Smeal	FTH 1500	Type 1	08-877	Diesel	139639
2012	Smeal	FTH 1500	Type 1	12-819	Diesel	84600
2015	Spartan ERV	Engine	Type 1	15-839	Diesel	39525
2003	Smeal	FTH 1500	Type 1	04-804	Diesel	221993
2005	Smeal	FTH 1500	Type 1	05-804	Diesel	117145
2007	Smeal	FTH 1500	Type 1	07-813	Diesel	144080
2007	Smeal	FTH 1500	Type 1	07-853	Diesel	159611
2009	Smeal	FTH 1500	Type 1	08-882	Diesel	134088
2015	Spartan ERV	Engine	Type 1	15-845	Diesel	34171
2016	Spartan ERV	Engine	Type 1	16-804	Diesel	19850
2016	Spartan ERV	Engine	Type 1	16-807	Diesel	21719
2016	Spartan ERV	Spartan / SVI	Type 1	16-851	Diesel	10808
2003	Smeal	FTH 1500	Type 1	04-810	Diesel	249995
2004	Smeal	FTH 1500	Type 1	04-819	Diesel	221460
2004	SPARTAN	FTH 1500	Type 1	04-844	Diesel	212480
2004	Smeal	FTH 1500	Type 1	05-803	Diesel	161481
2007	Smeal	FTH 1500	Type 1	07-816	Diesel	136840
2007	Smeal	FTH 1500	Type 1	07-866	Diesel	166525
2008	Smeal	FTH 1500	Type 1	08-872	Diesel	141950
2009	Smeal	FTH 1500	Type 1	08-887	Diesel	94682
2012	Smeal	FTH 1500	Type 1	12-820	Diesel	65209
2015	Spartan ERV	Engine	Type 1	15-840	Diesel	40730
2003	Smeal	FTH 1500	Type 1	04-805	Diesel	193078
2004	Smeal	FTH 1500	Type 1	04-846	Diesel	112523
2007	Smeal	FTH 1500	Type 1	07-854	Diesel	123214
2009	Smeal	FTH 1500	Type 1	08-881	Diesel	80180
2015	Spartan ERV	Engine	Type 1	15-846	Diesel	27510
2016	Spartan ERV	Engine	Type 1	16-805	Diesel	23220
2016	Spartan ERV	Engine	Type 1	16-808	Diesel	22600
2016	Spartan ERV	Spartan / SVI	Type 1	16-849	Diesel	12900
2004	Spartan	FTH 1500	Type 1	04-814	Diesel	128437
2008	Smeal	FTH 1500	Type 1	08-870	Diesel	122878
2008	Smeal	FTH 1500	Type 1	08-876	Diesel	97425
2013	Smeal	FTH 1500 4X4	Type 1	13-813	Diesel	61518
2015	Spartan ERV	Engine	Type 1	15-836	Diesel	26824
2015	Spartan ERV	Engine	Type 1	15-841	Diesel	23434
2003	Spartan	FTH 1500	Type 1	04-806	Diesel	229675

2004	Smeal	FTH 1500	Type 1	04-815	Diesel	210400
2004	Smeal	FTH 1500	Type 1	04-847	Diesel	177071
2009	Smeal	FTH 1500	Type 1	08-883	Diesel	101795
2010	Spartan/E-one	FTH 1500	Type 1	10-801	Diesel	90134
2015	Spartan ERV	Engine	Type 1	15-834	Diesel	39693
2005	Smeal	FTH 1500	Type 1	06-809	Diesel	143832
2005	Spartan	FTH 1500	Type 1	06-810	Diesel	155959
2007	Smeal	FTH 1500	Type 1	07-869	Diesel	131579
2008	Smeal	FTH 1500	Type 1	08-856	Diesel	139738
2009	Smeal	FTH 1500	Type 1	08-874	Diesel	105665
2009	Smeal	FTH 1500	Type 1	08-878	Diesel	120728
2009	Smeal	FTH 1500	Type 1	08-879	Diesel	128700
2013	Smeal	FTH 1500 4X4	Type 1	13-812	Diesel	72800
2015	Spartan ERV	Engine	Type 1	15-837	Diesel	37586
2015	Spartan ERV	Engine	Type 1	15-843	Diesel	30000
2005	Smeal	FTH 1500	Type 1	06-805	Diesel	209187
2007	Smeal	FTH 1500	Type 1	07-851	Diesel	157883
1993	Spartan	FTH 1500	Type 1	93-819	Diesel	90933
1993	Spartan	FTH 1500	Type 1	93-820	Diesel	104419
2000	Intl	FTH 1000	Type 2	00-815	Diesel	96465
2000	Masterbody	TYPE 2	Type 2	01-809	Diesel	93397
2000	Intl	FTH 1000	Type 2	00-829	Diesel	149991
1999	Inti	FTH 1000	Type 2	01-803	Diesel	136350
2000	Intl	FTH 1000	Type 2	00-825	Diesel	84158
1999	Intl	4900	Type 2	01-812	Diesel	118990
2000	Intl	FTH 1000	Type 2	00-823	Diesel	135167
2000	Intl	FTH 1000	Type 2	00-817	Diesel	93248
2000	Inti	FTH 1000	Type 2	00-816	Diesel	8575
2006	Intl	FTH 1000	Type 2	06-843	Diesel	75084
2016	Intl	FTH 34	Type 3	04X347	Diesel	28501
1987	Intl	Model 5	Type 3	26X064	Diesel	191017
1985	Intl	Model 5	Type 3	26x063	Diesel	157071
1997	Intl	FTH 15	Type 3	05X232	Diesel	229954
1995	Intl	4700	Type 3	25X005	Diesel	2226
1995	Intl	FTH 15	Type 3	55X008	Diesel	235833
1997	Intl	FTH 15	Type 3	97-882	Diesel	170255
1997	Intl	FTH 15	Type 3	97-879	Diesel	85365

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2000	Inti	FTH 15	Type 3	05X128	Diesel	182545
1997	Intl	FTH 15	Type 3	97-880	Diesel	80195
1997	Intl	FTH 15	Type 3	97-881	Diesel	85015
1999	Intl	FTH 15	Type 3	05X002	Diesel	244800
1997	Intl	FTH 15	Type 3	97-878	Diesel	220205
1998	Intl	FTH 15	Type 3	97-877	Diesel	85564
1993	Intl	FTH 15	Type 3	25X010	Diesel	228247
2001	Intl	FTH 14	Type 3	04X033	Diesel	190934
1998	Intl	FTH 14	Type 3	04X052	Diesel	204449
2008	Intl	FTH 34	Type 3	04X175	Diesel	132082
2016	inti	FTH 34	Type 3	04X346	Diesel	29619
2009	Intl	FTH 34	Type 3	04X194	Diesel	111248
2007	Intl	FTH 34	Type 3	04X034	Diesel	139613
2005	Intl	FTH 34	Type 3	04X145	Diesel	155080
2007	Intl	FTH 34	Type 3	04X036	Diesel	121422
2013	Intl	FTH 14	Type 3	04X300	Diesel	83245
2009	Intl	FTH 34	Type 3	04X216	Diesel	102690
2010	Intl	FTH 34	Type 3	04X265	Diesel	93571
2010	Intl	FTH 34	Type 3	04X277	Diesel	109694
2012	Intl	FTH 34	Type 3	12-801	Diesel	44887
2013	Intl	7400	Type 3	04X313	Diesel	72035
1983	Intl	TYPE 3	Type 3	83-237	Diesel	119281
2016	Intl	FTH 34	Type 3	04X352	Diesel	25531
1976	Intl	TYPE 3	Type 3	93-818	Diesel	No Available
1995	Intl	4700	Type 3	S25X010	Diesel	211825
2017	FORD	F550	TYPE 6- QUICK ATTACK	17-802	Diesel	1000
2017	FORD	F550	TYPE 6- QUICK ATTACK	17-800	Diesel	3602
2017	FORD	F550	TYPE 6- QUICK ATTACK	17-801	Diesel	1000
1995	Intl	FTH 14	Type3	26X087	Diesel	232134
1985	Ford	N/A	US&R	03-827	Diesel	33704
1985	Intl	S 1900	US&R	85-456	Diesel	3593
2011	Intl	VAN	US&R	09-807	Diesel	4707
1993	Intl	4900	US&R	07-811	Diesel	35677
2016	KENWORTH	VN	US&R	109-127	Diesel	697
1989	Ford	F700	US&R	89-316	Diesel	79152
2001	Freightliner	FL80	Water Tender	02-810	Diesel	50925
1991	Chevy	WT 1800	Water Tender	91-581	Diesel	47954

1991	Chevy	WT 1800	Water Tender	91-580	Diesel	31214
1991	GMC	WT 1800	Water Tender	91-583	Diesel	41219
1991	Chevy	WT 1800	Water Tender	91-582	Diesel	64949
1991	Chevy	WT 1800	Water Tender	91-579	Diesel	32360
1991	Chevy	WT 1800	Water Tender	91-578	Diesel	34251
1991	Chevy	WT 1800	Water Tender	91-584	Diesel	32109
1991	Chevy	WT 1800	Water Tender	91-585	Diesel	48655
2001	Intl	WT 1800	Water Tender	01-832	Diesel	9279
2001	Inti	WT 1800	Water Tender	01-831	Diesel	20593
1999	Intl	WT 1800	Water Tender	99-801	Diesel	31178
1999	Intl	WT 1800	Water Tender	99-802	Diesel	41829
2001	Intl	4800 DT	Water Tender	02-806	Diesel	3180
1995	Intl	WT 1800	Water Tender	97-887	Diesel	24375
1979	Ford	WT 3000	Water Tender	90-530	Diesel	209975

## **EXHIBIT A**

ATTACHMENT II – STATION LOCATIONS

The following list contains the locations within Riverside County where county fire apparatus/specialty equipment are housed.

	Battalion 1			
STN#	<u>Name</u>	Address	City, State	
1	Perris	210 West San Jacinto Avenue	Perris, CA	
3	Nuevo	30515 10th Street	Nuevo, CA	
4	Lake Mathews	16453 El Sobrante Road	Riverside, CA	
8	Woodcrest	16533 Trisha Way	Riverside, CA	
9	Goodmeadow	21565 Steel Peak Road	Perris, CA	
59	Mead Valley	21510 Pinewood Street	Perris, CA	
90	North Perris City	333 Placentia Avenue	Perris, CA	
101	City of Perris	105 S. F Street	Perris, CA	

	Battalion 2				
STN#	<u>Name</u>	Address	City, State		
10	Elsinore	410 W. Graham Ave	Lake Elsinore, CA		
11	Lakeland Village	33020 Maiden Lane	Lake Elsinore, CA		
51	El Cariso	32353 Ortega Highway	Lake Elsinore, CA		
61	Wildomar	32637 Gruwell Street	Wildomar, CA		
62	Rancho Carillo	10845 Verdugo Road	San Juan Capistrano, CA		
85	McVicker Park	29405 Grand Avenue	Lake Elsinore, CA		
94	Canyon Hills	22770 Railroad Canyon Road	Lake Elsinore, CA		
97	Rosetta Canyon	41725 Rosetta Canyon Drive	Lake Elsinore, CA		

	Battalion 3			
STN#	<u>Name</u>	Address	City, State	
20	Beaumont	1550 E. 6th Street	Beaumont, CA	
21	Calimesa	906 Park Avenue	Beaumont, CA	
22	Cherry Valley	10055 Avenida MiraVilla	Cherry Valley, CA	
24	Cabazon	50382 Irene Street	Cabazon, CA	
63	Poppet Flats	49575 Orchard Road	Banning, CA	
66	Beaumont City	628 Maple Avenue	Beaumont, CA	
89	Banning	172 North Murray Street	Banning,CA	

Battalion 4			
STN#	Name	<u>Address</u>	City, State
13	Home Gardens	3777 Neece Street	Corona, CA
14	Corona	1511 Hamner Avenue	Norco, CA
47	Norco	3902 Hillside Avenue	Norco, CA
57	Corydon	3367 Corydon Avenue	Norco, CA
64	Sycamore Creek	25310 Campbell Ranch Road	Corona, CA
82	Lake Hills	17452 Lake Pointe Drive	Riverside, CA

Battalion 5			
STN#	Name	Address	City, State
25	San Jacinto	132 South San Jacinto	San Jacinto, CA
26	Little Lake	25954 Stanford Street	Hemet, CA
28	Sage	35655 Sage Road	Hemet, CA
34	Winchester	32655 Haddock Street	Winchester, CA
72	Valle Vista	25175 Fairview Avenue	Hemet, CA
78	West San Jacinto	2450 West Cottonwood Ave	San Jacinto

	Battalion 6			
<u>STN #</u>	Name_	Address	City, State	
32	Christopher Douglas	78-111 Avenue 52	La Quinta, CA	
39	Thermal	86-911 Avenue 58	Thermal, CA	
40	Mecca	91-350 Avenue 66	Mecca, CA	
41	North Shore	99065 Corvina Road	North Shore, CA	
70	La Quinta PGA	54001 Madison Street	La Quinta, CA	
79	Coachella	1377 6th Street	Coachella, CA	
93	La Quinta North	44-555 Adams Street	La, Quinta, CA	

Battalion 7			
STN#	Name	Address	City, State
80	Shadow Hills	81-025 Avenue 40	Indio, CA
86	Indio HQ	46-990 Jackson Street	Indio, CA
87	Terra Lago	42900 Golf Center Parkway	Indio, CA
88	West Indio	46-621 Madison Street	Indio, CA

Battalion 8			
STN#	Name	Address	City, State
43	Blythe	140 West Barnard Street	Blythe, CA
44	Ripley	13987 Main Street	Blythe, CA
45	Blythe Air Base	17280 W. Hobson Way	Blythe, CA
46	River Bend	HC 20 Box 2411	Blythe, CA
49	Lake Tamarisk	43880 Lake Tamarisk	Desert Center, CA

	Battalion 9			
STN#	<u>Name</u>	Address	City, State	
2	Sunnymead	24935 Hemlock	Moreno Valley, CA	
6	Towngate	22250 Eucalyptus Ave	Moreno Valley, CA	
48	Sunnymead Ranch	10511 Village Road	Moreno Valley, CA	
58	Moreno Beach	28040 Eucalyptus Avenue	Moreno Valley, CA	
65	Kennedy Park	15111 Indian Avenue	Moreno Valley, CA	
91	College Park	16110 Lasselle Street	Moreno Valley, CA	
99	Morrison Park	13400 Morrison St	Moreno Valley, CA	

	Battalion 10			
STN#	Name	Address	City, State	
35	Roy Wilson	31920 Robert Road	Thousand Palms, CA	
36	North Palm Springs Skybone	11535 Karen Avenue	Desert Hot Springs, CA	
37	Desert Hot Springs	65958 Pierson Blvd	Desert Hot Springs, CA	
56	Sky Valley	72985 Dillon Road	Desert Hot Springs, CA	
81	North Bermuda Dunes	37-955 Washington St	Palm Desert, CA	

	Battalion 11			
STN#	Name	Address	City, State	
23	Pine Cove	24919 Marion Ridge Road	Idyllwild, CA	
29	Anza	56560 Hwy 371	Anza, CA	
30	Pinyon	70080 Hwy 74	Mountain Center, CA	
53	Garner Valley	59200 Morris Ranch Road	Mountain Center, CA	
77	Lake Riverside	49937 Camanche Ct.	Aguanga, CA	

	Battalion 12			
STN#	Name	Address	City, State	
33	Palm Desert	44400 Town Center Way	Palm Desert, CA	
50	South Rancho Mirage	70801 Highway 111	Rancho Mirage, CA	
55	Indian Wells	44900 El Dorado Drive	Indian Wells, CA	
67	Mesa View	73200 Mesa View Drive	Palm Desert, CA	
69	North Ranch Mirage	71751 Gerald Ford Drive	Rancho Mirage, CA	
71	North Palm Desert	73995 Country Club Drive	Palm Desert, CA	

Battalion 13			
STN#	<u>Name</u>	Address	City, State
5	Quail Valley	28971 Goetz Road	Quail Valley, CA
7	Towngate	27860 Bradley Road	Sun City, CA
54	Homeland	25730 Sultanas Road	Homeland, CA
68	Menifee	26020 Wickard Road	Menifee, CA
76	Menifee Lakes	29950 Menifee Road	Menifee, CA

Battalion 14			
STN#	Name	Address	City, State
16	Pedley	9270 Limonite Avenue	Pedley, CA
17	Mira Loma	10400 San Sevaine Way	Mira Loma, CA
18	West Riverside	7545 Mission Boulevard	Riverside, CA
19	Highgrove	469 Center Street	Highgrove, CA
27	Eastvale	7067 Hamner Ave	Eastvale, CA
31	Chandler	14491 Chandler St	Eastvale, CA
38	Rubidoux	5721 Mission Blvd	Riverside, CA

	Battalion 15			
STN#	Name	Address	City, State	
12	Temecula	28330 Mercedes Street	Temecula, CA	
73	Rancho California	27415 Enterprise Circle West	Temecula, CA	
75	Bear Creek	38900 Clinton Keith Road	Murrieta, CA	
83	French Valley	37500 Sky Canyon Dr.# 401	Murrieta, CA	
84	Parkview	30650 Pauba Road	Temecula, CA	
92	Wolf Creek	32211 Wolf Creek Drive	Temecula, CA	
95	Roripaugh Ranch	32131 Calle Chapos	Temecula, CA	
96	Glen Oaks	37700 Glen Oaks Road	Temecula, CA	

Fleet West			
STN#	Name	Address	City, State
N/A	Fleet West	210 West San Jacinto Avenue	Perris, CA

Fleet East				
STN# Name Address City, State				
N/A Fleet East 47335 Oasis Street Indio, CA				

Ben Clark Training Center			
STN#	Name	<u>Address</u>	City, State
N/A	BCTC	16902 Bundy Ave	Riverside, CA

Roy Wilson Training Center			
	Name	Address	City, State
N/A	Roy Wilson	72564 Ramon Rd.	Thousand Palms, CA

## EXHIBIT B – PAYMENT SCHEDULE

<u>Description</u>	<b>Unit of Measure</b>	<u>Unit Price</u>
Regular Hourly Rate	Hour	\$120.00
After Hours Rate (Optional)	Hour	\$150.00
Weekend Hourly Rate (Optional)	Hour	\$150.00
Holiday Hourly Rate (Optional)	Hour	\$150.00
Pick-up / Drop-off Hourly Rate (Optional)	Hour	\$75.00
Mobile On-Site Repair Hourly Rate (Optional)	Hour	Not Offered
Travel Time (if applicable)	Hour	Not Offered
Parts Discount	Discount	10%