

CONTRACT SERVICES AGREEMENT

HALON SYSTEM REPLACEMENT AND FIRE ALARM AND SUPPRESSION TESTING AND INSPECTIONS / 2022-38

This Agreement is made this _____ day of _____, 2022, between the Coachella Valley Water District ("CVWD") and **KORD Fire Protection** ("Contractor") for performance of the Halon System Replacement and Fire Alarm and Suppression Testing and Inspections (the "Project" or the "Work"), which shall be performed in accordance with the contract documents attached to or incorporated into this Agreement.

SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project ("Services").

The Services are more particularly described in the Scope of Services (Exhibit "C"). All Services shall be subject to, and performed in accordance with, the Contract Documents and all applicable local, state and federal laws, rules and regulations. Without limiting the foregoing, the Services include, but are not limited to, the following:

1. Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 working days after the date CVWD issues a Notice to Proceed.
2. Protect existing facilities and personal property.
3. If requested by CVWD, prepare and submit a written daily activity report to CVWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to CVWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
4. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
5. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
6. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Agreement by this reference:

Request for Proposals
Insurance Requirements (Exhibit "A")
Payment and Performance Bonds (Exhibit "B")
Scope of Services (Exhibit "C")
Addenda
Change orders issued in accordance with the Contract Documents (Exhibit "D")
Contractor's Cost Proposal (Exhibit "E")

C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Agreement, Scope of Services, Insurance Requirements, Request for Proposals.

D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

A. CVWD agrees to pay, and Contractor agrees to accept, the sum of One Hundred Sixty-two Thousand Seventy Dollars **(\$162,070)** (the "Contract Price") subject to adjustments for changes in the Work as may be directed in writing by CVWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted. See Contractor's Cost Proposal in Exhibit "E" for a price breakdown by task and location.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. CVWD shall make payment within thirty (30) days of receipt of an undisputed payment application (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets).

SECTION 3 - ENTIRE AGREEMENT

This Agreement represents the entire agreement between CVWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

SECTION 4 - TIME

A. Term. The term of this Agreement shall be from November 28, 2022 to November 27, 2024, unless earlier terminated as provided herein. CVWD shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, annually for no more than (3) additional one-year terms. If the parties are unable to reach an agreement, CVWD, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

Contractor shall complete the Work within the term of this Agreement, and shall meet any other established schedules and deadlines.

B. Time is of the essence in this Agreement.

C. Contractor shall provide CVWD with scheduling information in a form acceptable to CVWD, including any changes made by CVWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

D. In the case Contractor fails to complete the Project in all parts and requirements within the Contract Time, CVWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of CVWD, and if it decides to extend Contract Time, CVWD shall further have the right to charge to the Contractor, its heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Agreement that accrue during the period of such extension.

E. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of CVWD, Contractor must give CVWD written notice of the commencement of delay within three (3) calendar days of its occurrence.

SECTION 5 - LABOR

A. Prevailing Wage Rates. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. CVWD shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold CVWD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

B. Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall

not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

D. Hours of Work.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor, if applicable, shall forfeit, as penalty to CVWD, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

The Contractor shall perform all work during the hours of 5:00 p.m. to TBD, Monday through Friday unless otherwise authorized by CVWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from CVWD. The request must be received at least two (2) working days in advance of any work. No work will be allowed on CVWD Holidays except in the case of an emergency. A listing of CVWD holidays is on file in the office of CVWD. If Contractor requests overtime work in which CVWD will incur costs, Contractor shall be responsible for payment of CVWD's costs incurred in connection with the overtime work. CVWD will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) calendar days, CVWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

E. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefor.

SECTION 6 - CHANGES IN WORK

A. Contractor shall make no changes in the Work without written direction from CVWD. Contractor shall not be compensated for any change made without CVWD's written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement. Contractor acknowledges that it will execute any change orders in the form provided as Exhibit D.

B. If CVWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
2. By a combination of existing and new unit prices and related quantities for the changed work;

3. Time and Materials, calculated as set forth in Section 6(C), below; or
4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only the actual wages paid which shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which the extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at the rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
 - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
 - (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.
4. Work Performed by Special Forces or Other Special Services: When CVWD and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor, service or extra Work item may be performed by a specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing.

In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to the specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. Overhead And Profit For Time And Materials. For work Contractor performs on Time and Materials at CVWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.
- (a) Overhead and profit on labor shall be fifteen percent (15%).
 - (b) Overhead and profit on materials shall be ten percent (10%).
 - (c) Overhead and profit on equipment rental shall be ten percent (10%).
 - (d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
 - (e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If CVWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, CVWD will make a reasonable adjustment to the Contract Time.

SECTION 7 - CLAIMS AND DISPUTES

A. If any dispute shall arise between CVWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to CVWD within three (3) calendar days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation or Contract Time for the disputed work.

B. CVWD shall respond in writing within a reasonable period of time to review and analyze the claim. If the claimant disputes CVWD's response the claimant may so notify CVWD within 15 calendar days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, CVWD shall schedule a meet and confer conference within 30 calendar days.

C. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code section 900 et seq. and Government Code section 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

D. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

E. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by CVWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

F. Venue for any litigation arising out of or relating to this Agreement shall be Riverside County, California.

SECTION 8 - INSPECTION AND PROTECTION OF WORK

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the project by CVWD.

B. Contractor shall make the work accessible at all reasonable times for inspection by CVWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by CVWD.

C. CVWD may reject materials or Work that does not meet the requirements of the Contract Documents. If CVWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to CVWD.

SECTION 9 - ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall give personal attention to the performance of the Agreement and shall keep the Work under its control.

B. Contractor shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of CVWD, which consent may be withheld in CVWD's sole and absolute discretion.

C. All persons engaged in the work will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Agreement and specifications.

SECTION 10 - TERMINATION

A. Should Contractor fail within seven (7) calendar days from receipt of CVWD's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of CVWD, or failure to pay its creditors, CVWD may terminate this Agreement and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, CVWD shall have the right to take whatever steps it deems necessary to complete the project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of CVWD's corrective action, including reasonable overhead, profit and attorneys' fees.

B. CVWD may at any time terminate the Agreement at CVWD's convenience upon five (5) calendar days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to CVWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against CVWD for any additional compensation or damages in the event of such termination.

C. If CVWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including but not limited to any claim for consequential damages or lost profits.

SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION

A. CVWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of CVWD's officers or employees.

B. Contractor shall indemnify, defend with legal counsel approved by CVWD, and hold harmless CVWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of CVWD. Should conflict of interest principles preclude a single attorney from representing both CVWD and Contractor, or should CVWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse CVWD its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against CVWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of CVWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an indemnified party. However, without affecting the rights of CVWD under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless CVWD for liability attributable to the active negligence of CVWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CVWD is shown to have been actively negligent and where CVWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CVWD.

D. In addition to any remedy authorized by law, Contract funds sufficient to pay for any claim may be retained by CVWD until disposition has been made of such suits or claims for damage.

SECTION 12 - BONDS AND INSURANCE

A. Bonds. If required in the Request for Proposals, within fifteen (15) working days after being notified of the award of the contract, and before CVWD will execute this Agreement, the Contractor shall furnish and file with CVWD Performance and Payment Surety bonds as set forth below.

B. Contractor shall submit the bonds on the forms provided in Exhibit B, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to CVWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

C. Insurance. Contractor shall obtain, at its sole cost and expense, all insurance required by Exhibit A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to CVWD within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by CVWD.

SECTION 13 - WARRANTY

A. Contractor warrants to CVWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

B. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

C. This Section shall not limit CVWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. CVWD specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

SECTION 14 - LAWS TO BE OBSERVED

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify CVWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by CVWD's representative or their employees. If any discrepancy or inconsistency is discovered in the

contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to CVWD in writing.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15 - CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, CVWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 16 - STANDARD OF CARE

Contractor shall perform the work in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Work. Contractor warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it and its employees have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from CVWD, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

SECTION 17 - COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments and the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

SECTION 18 - MISCELLANEOUS

A. Records and Audits

1. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.
2. Contractor shall permit CVWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably

required in the course of such inspection. CVWD further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract, including but not limited to the cost of administering the contract.

B. Contractor Supervision

The Contractor shall provide competent supervision and staffing of the Work as approved by CVWD. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.

C. Character Of Workers

If a person employed by the Contractor shall appear to CVWD to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of CVWD, and such person shall not again be employed on the Work.

D. Independent Contractor.

The Contractor shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in Contractor's own manner and method and in no respect shall Contractor be considered an agent or employee of CVWD, maintaining complete control over all men and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between Contractor and CVWD and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. This provision shall apply even if Contractor co-locates at CVWD offices for purposes of this Agreement.

E. Notices

All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

Coachella Valley Water District:

P.O. Box 1058
Coachella, CA 92236
Attn: J.M. Barrett, General Manager

KORD Fire Protection:

77530 Enfield Ln., Bldg. C
Palm Desert, CA 92211
Attn: Liliana Rueda, Office Supervisor

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five calendar days after deposit in the mail.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACT SERVICES AGREEMENT
SIGNATURE PAGE**

COACHELLA VALLEY WATER DISTRICT

KORD FIRE PROTECTION

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

CONTRACT SERVICES AGREEMENT

EXHIBIT LIST

- EXHIBIT "A" INSURANCE REQUIREMENTS
- EXHIBIT "B" BOND FORMS
- EXHIBIT "C" SCOPE OF SERVICES
- EXHIBIT "D" CHANGE ORDER FORM
- EXHIBIT "E" CONTRACTOR'S COST PROPOSAL

DRAFT

EXHIBIT "A"
TO
CONTRACT SERVICES AGREEMENT
INSURANCE REQUIREMENTS

1. Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to CVWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor has provided evidence to Contractor that it has secured all insurance required under this Section.
2. Minimum Requirements. Prior to the beginning, and throughout the duration of this Agreement, Contractor shall, at its expense, procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement and shall verify subcontractors' compliance as set forth in the Section entitled "Provisions Applicable to All Insurance Requirements: Subcontractor Insurance Requirements." Contractor's and subcontractor's insurance shall meet at least the following minimum levels of coverage:
 - (A) **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage.
 - (B) **Business Automobile Liability insurance** which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.
 - (C) **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CVWD, its directors, officials, officers, employees, agents, and volunteers.
 - (D) **Professional Liability Insurance/Errors & Omissions Liability** (*applicable when Contractor is responsible for the design and/or functionality of systems or equipment necessary for the performance of services*) covering the services to be performed under this Agreement with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. This coverage may be written on a claims-made form. If coverage is written on a claims-made form, the provisions set forth in the Section entitled "Provisions Applicable to All Insurance Requirements: Claims-Made Coverage" below shall apply.

3. Provisions Applicable to All Insurance Requirements.

(a) **Additional Insured Coverage.** Except for the Workers' Compensation and Professional Liability insurance policies, all liability policies shall be endorsed to include CVWD, its directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary, umbrella or excess policies for ongoing and completed operations performed by, or on behalf, of Contractor, including materials, parts or equipment furnished in connection with such work. Coverage for the additional insured under the Commercial General Liability policy shall be as broad as that provided by ISO CG 20 10 (ongoing operations) and 20 37 (completed operations).

(b) **Acceptability of Insurers.** Unless otherwise reviewed and accepted by CVWD, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

(c) **Verification of Coverage.** Contractor shall furnish CVWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to CVWD. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by CVWD before work commences. CVWD reserves the right to require complete, certified copies of all required insurance policies, at any time. Acceptance of Contractor's certificates of insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of CVWD to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of CVWD, in this or any regard.

(d) **Primary and Noncontributory.** The insurance required to be maintained by Contractor shall be primary and any insurance or self-insurance maintained by CVWD shall be excess only, and not be required to contribute with it.

(e) **Umbrella or Excess Insurance.** Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of CVWD, before CVWD's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(f) **Waiver of Subrogation.** Contractor shall obtain waiver of subrogation endorsements stating that Contractor and its insurers waive any and all rights of recovery against CVWD, its directors, officials, officers, employees, agents, and volunteers. Contractor shall pay all damages and costs arising out of Contractor's failure to provide a waiver of subrogation from its insurers.

(g) **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

(h) **Severability of Interest (Cross Liability)**. A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

(i) **Notices; Cancellation or Reduction of Coverage**. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with CVWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with CVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, CVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CVWD will be promptly reimbursed by Contractor or CVWD may withhold amounts sufficient to pay premium from Contractor's payments. In the alternative, CVWD may suspend or terminate this Agreement. No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to CVWD, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

(j) **Claims-Made Coverage**. For any coverage provided on a claims-made form (which type of form is only permitted at CVWD's sole discretion) the following shall apply:

- i. The retroactive date must be shown, and must be before the date of this Agreement and before the commencement of services or operations related to this Agreement;
- ii. Insurance must be maintained and Certificates of Insurance must be provided to CVWD for at least three (3) years after the expiration or earlier termination of this Agreement;
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or commencement of any services or operations related to this Agreement, Contractor must purchase an extended reporting period for a minimum of three (3) years after the expiration or earlier termination of this Agreement.

(k) **Deductibles, Self-Insurance, Self-Insured Retentions**. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage shall be declared to, and accepted by, CVWD. At the option and request of CVWD, Contractor shall provide documentation of its financial ability to pay the deductible(s), self-insurance, or SIR.

4. **Subcontractor Insurance Requirements**. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until Contractor has verified that the subcontractor has procured insurance meeting all the requirements under this Agreement, and provided evidence to Contractor of such

insurance. If requested by Contractor, CVWD may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and CVWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.

5. Reservation of Rights. CVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS

EXHIBIT "B"
TO
CONTRACT SERVICES AGREEMENT
BOND FORMS

DRAFT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Coachella Valley Water District (hereinafter referred to as "CVWD") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CVWD in the sum of _____ DOLLARS, (\$_____), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the CVWD, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by CVWD, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect CVWD from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit CVWD's rights or the Contractor or Surety's obligations under the Contract, law or equity, including but not limited to California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by CVWD in enforcing such obligation.

Whenever Contractor shall be, and is declared by CVWD to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at CVWD's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and CVWD, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by CVWD under the Contract and any modification thereto, less any amount previously paid by CVWD to the Contractor and any other set offs pursuant to the Contract Documents; or
3. Permit CVWD to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by CVWD under the Contract and any modification thereto, less any amount previously paid by CVWD to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that CVWD may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if CVWD, when declaring the Contractor in default, notifies Surety of CVWD's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by Attorney-In-Fact.)

THE FOLLOWING INFORMATION IS MANDATORY:

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Coachella Valley Water District (hereinafter referred to as "CVWD") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto CVWD in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by CVWD in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between CVWD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Proper Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

END OF PAYMENT (LABOR AND MATERIALS) BOND

EXHIBIT "C"
TO
CONTRACT SERVICES AGREEMENT
SCOPE OF SERVICES

Project Description:

Halon Systems Replacement and Fire Alarm and Suppression Testing and Inspections (Project). All work shall be quoted at prevailing wage.

Scope of Services:

The Project is intended to replace existing Halon Systems and provide Fire Alarm and Suppression Testing and Inspections at CVWD Facilities. The Project scope includes:

A. Halon Systems Replacement with dry aerosol suppression generators at three facilities and a main Fire Alarm Control Unit (FACU) at one facility:

1. Water Reclamation Plant No.10 (WRP 10) Control Building (includes FACU)
2. Coachella Administration Building – Data Center
3. Coachella Rummonds Building – SCADA Room

B. Fire Alarm and Suppression Testing and Inspections for the following facilities:

1. Palm Desert Campus
2. Coachella Campus
3. Water Reclamation Plant's (WRP) 4, 7, and 10

NOTE: Consultant shall provide a separate work scope and fee for the Halon Systems Replacement and Fire Alarm and Suppression Testing and Inspections as noted below in Schedule A and B.

SCHEDULE A – HALON SYSTEMS REPLACEMENT

The current halon systems are obsolete and costly to maintain. CVWD's fire alarm systems are self-monitored by CVWD's central control room which is staffed 24/7. CVWD will provide services to assist with installation and demolition including drywall work, 120VAC electrical service and interfacing to existing FACU, HVAC and SCADA.

The work shall include the configuration, installation, and testing of a complete and operational, new fixed aerosol fire-extinguishing system (System) in accordance with this specification. The System shall include all material and standard accessories as necessary for a complete and operable, new fixed aerosol fire-extinguishing system. Aerosol system shall be configured in accordance with National Fire Protection Association Standard No. 2010 (NFPA 2010) and as specified herein and on the configuration drawings. Main Fire Panel replacement shall be

configured and installed in accordance with National Fire Protection Association Standard No. 72 National Fire Alarm and Signaling Code Handbook.

Specifications:

- Provide calculations to properly size each aerosol system for each respective room.
- Provide interconnect drawings and equipment schedules.
- Submit configuration and cut sheets to authority having jurisdiction for approval.
- Installation of smoke or heat detection and releasing system to activate aerosol generators in the three facilities.
- The Systems shall include notification appliances, pull station for activation, abort switch, maintenance switch, and release panel.
- Installation of electric and signal conduit as required for the above release components.
- Pull and terminate wire for the above system devices.
- Provide low voltage relays to CVWD for interfacing with HVAC systems and building fire alarm panels.
- Provide one low current relay to CVWD for AC shut down and possible damper shut down.
- Conduct functional testing of the installed system.
- Provide reprographics and manuals for the installed system in PDF format.
- Provide warning and instruction signs at each installation.
- Obtaining final testing and acceptance from Authority Having Jurisdiction (AHJ).
- Provide one-hour training session for each installed system.
- Remove and dispose existing Halon bottles
- CVWD forces will remove existing plumbing

Product:

- The condensed aerosol agent shall be Hochiki FirePro Xtinguish, or equivalent.
- The aerosol agent shall be listed to UL 2775 and shall comply with NFPA 2010-20.
- The aerosol agent shall be non-toxic in its solid and aerosol phases, as established by laboratory testing.
- The aerosol agent shall be non-corrosive, as established by laboratory testing.
- The aerosol agent shall contain no chemical substances or compounds that can result in ozone depletion or global warming (no CFCs, HFCs, HCFCs, PFCs, or otherwise).
- The aerosol agent shall not produce any acidic or other harmful decomposition byproducts, such as hydrogen fluoride, hydrogen chloride, ammonia, or others.
- The aerosol agent shall be U.S. Environmental Protection Association (EPA) Significant New Alternatives Policy (SNAP) listed.
- The aerosol agent shall be classified as a non-pyrotechnic, U.S. Department of Transportation (DOT) Class 9 Miscellaneous solid, N.O.S. (Not Otherwise Specified)
- The aerosol generators shall be self-contained, non-pressurized units.
- The listed lifetime of the aerosol agent shall be fifteen (15) years.
- The aerosol agent shall be manufactured by an ISO 9001 and ISO 14001 registered company.
- In its non-activated state, the condensed aerosol agent shall be a solid material. When activated, it shall be transformed into a rapidly expanding fire extinguishing aerosol based on potassium compounds (key compound K₂CO₃).

- Fire extinguishing shall be accomplished by interrupting the chemical chain reaction of the fire. Oxygen is not required to be depleted during discharge of the aerosol or suppression of the fire.

Components: Each system shall include the following components.

1. Fire Suppression Control Panel (FCP) w/batteries.
2. Spot-type smoke or heat detectors at the finished ceiling.
3. Manual release stations at the exits
4. Manual discharge abort stations at the exits
5. Keyed maintenance bypass switch for the system
6. Horn/Strobe for Pre-Discharge Alarm – Inside protected space
7. Alarm Strobes for visual, Post-Discharge alarms – Outside protected space

WRP 10 Main Fire Alarm Control Unit (FACU)

- Provide interconnect drawings and equipment schedules.
- Submit configuration and cut sheets to authority having jurisdiction for approval.
- Replace main building fire panel, sensing, and notification devices.
- Replace existing Smoke detectors
- Install one remote annunciator panel 1st floor stairwell entrance.
- Add one smoke detector 1st floor PLC control room.
- Provide two low voltage relays to CVWD for interfacing with HVAC systems.
- Provide three low current relays to CVWD SCADA notification.
- Conduct functional testing of the installed system.
- Provide reprographics and manuals for the installed system in PDF format.
- Provide warning and instruction signs at each installation.
- Obtaining final testing and acceptance from Authority Having Jurisdiction (AHJ).
- Provide one hour training session for each installed system.

Schedule/Milestones:

1. WRP 10 – Completion by June 30, 2023
2. Coachella Administration Building – Data Center – Completion by June 30, 2024
3. Coachella Rummonds Building – SCADA Room – Completion by June 30, 2024

Locations:

WRP 10 Control Building

43000 Cook St. Palm Desert, CA, 92211

Room volume: 754 CU.FT. Replace existing Building FACU (Gamewell), Halon system (Firelite Miniscan 424A) and all peripherals related to activation and notification. Installation of new components including but not limited to horn strobes, bells, pull stations for activation, abort switch, maintenance switch, smoke and heat detection and releasing system to activate aerosol

generators in data room. Provide relay dry contacts for HVAC shut down, trouble and supervisory alarm notification to SCADA.

Coachella Administration Building Data Center

51-501 Tyler St. Coachella, CA, 92236

Room volume: 4003 CU.FT. Replace existing Halon system, all peripherals related to activation and notification and Firelite Miniscan 424A panel. Installation of new components including but not limited to horn strobes, bells, pull station for activation, abort switch, maintenance switch, smoke and heat detection and releasing system to activate aerosol generators in data room. Provide relay dry contacts for HVAC shut down, trouble and supervisory alarm notification building Silent Knight 6808 fire panel.

Coachella Rummonds Building SCADA Room

51-501 Tyler St. Coachella, CA, 92236

Room volume: 7930 CU.FT. Sub Floor: 675 CU.FT. Replace existing Halon system, all peripherals related to activation and notification and Firelite Miniscan 424A panel. Installation of new components including but not limited to horn strobes, bells, pull station for activation, abort switch, maintenance switch, smoke and heat detection and releasing system to activate aerosol generators in data room. Provide relay dry contacts for HVAC shut down, trouble and supervisory alarm notification to SCADA fire panel.

Warranty:

Provide one year warranty on all workmanship and parts. Warranty to begin upon acceptance of systems by CVWD.

Exhibits (Photos and Floor Plans):

1. WRP 10
2. Coachella Data Center
3. Coachella SCADA Room

SCHEDULE B – FIRE ALARM AND SUPPRESSION TESTING AND INSPECTIONS

Each facility has a variety of manufacturers' fire panels controlling both dry and wet suppression systems. CVWD's fire alarm systems are self-monitored by CVWD's central control room which is staffed 24/7. All inspection and testing shall occur as specified in time schedule listed below. CVWD shall assign a minimum of one technician to each scheduled test date.

The work shall include all needed inspection and testing of the CVWD's fire safety systems. Winning bidder shall develop and submit a testing schedule to CVWD for approval. Testing and inspection shall be performed on an annual and semi-annual basis dependent on requirements stated with NPFA standards corresponding with equipment. Halon 1301 & FM-200 shall have one annual and one semi-annual inspection in accordance with NFPA 12A and NFPA 2002 testing standards.

Locations:

Palm Desert Campus

Steve Robbins Administration Building (SRAB): 75-515 Hovley Ln. East, Palm Desert, CA 92211

Operations Building (OPS), Auto Shop: 75-525 Hovley Ln. East, Palm Desert, CA 92211

Critical Services Support Building (CSSB): 75-519 Hovley Ln. East, Palm Desert, CA 92211

Coachella Campus

51-501 Tyler Street, Coachella, CA 92236

- Administration Building
- Rummonds Building
- Jennings Building and associated buildings

Water Reclamation Plant (WRP)

WRP 4: 63-002 Fillmore St. Thermal, CA 92274

WRP 7: 80-609 Avenue 38 Indio, CA 92203

WRP 10: 43-000 Cook St. Palm Desert, CA 92211

Equipment Listing and Frequency:

Palm Desert Campus – SRAB

Annual

- Notifier 3030, Smoke-185, Heat-2, Tamper-2, Manual Pull Station-5, Horn Strobe-26, Bell-31, Elevators (2) – Fire curtain (2), Riser

Semi-Annual:

- Amarex SR-X – FM-200

Palm Desert Campus OPS, Auto Shop

Annual

- Silent Knight SK-5208 Smoke - 1, Bell-1, Strobe-1, Sprinkler Riser. PD Auto shop sprinkler riser

Semi-annual

- Hochiki HCVR-3, FM-200

PD Campus CSSB

Annual

- Honeywell NFS-320 - Manual Pull Station-5, Heat Detector-4, Smoke-85, Horn/strobe-77, Sprinkler Riser.

Semi-annual

- Fike Cheetah XI50 – FM-200

Coachella Campus Administration Bldg.

Annual

- Honeywell Silent Knight SK 6808 Fire Panel, Smoke-102, Heat-10, Monitor Modules-10, Man Pull Station-8, Horn/Strobes-13

Semi-annual

- Firelite MiniScan 424A Halon Panel

Coachella Campus Rummonds Building

Annual

- Honeywell Silent Knight SK 6808 Fire Panel, Silent Knight Annunciator 5860-1, Smoke-75, Heat-4, Man Pull Station-10, Horn/Strobes-10, Strobes-2, HVAC Duct Smoke Detector-2

Semi-annual

- Firelite MiniScan 424A Halon Panel

Coachella Campus Warehouse and associated shops

Annual

- 14 Ademcco 868 panels, heat 2 ea., Bell 1ea

WRP 4

Annual

- Headworks Bldg. Simplex 4010ES Smoke-1, Duct-1, Manual Pull Station-4, Horn/Strobe-3
- Chlorine Bldg. NFS-320 Horn/strobe-3, IR flame detector-3, Deluge riser-1, Manual Pull Station-4, Hochiki HCVR-3, Heat-2, Aerosol-2, Horn/Strobe-3, Manual pull / Abort-1
- Sulfur Dioxide Bldg. Horn/strobe-2, IR flame detector-3, Deluge riser-1, Manual Pull Station-4, Hochiki HCVR-3, Heat-2, Aerosol-2, Horn/Strobe-2, Manual pull / Abort-1

WRP 7

Annual

- Headworks Bldg. Simplex 4010ES Smoke-1, Duct-1, Manual Pull Station-4, Horn/Strobe-3
- Bio Solids Bldg. Simplex 4100, Smoke-1, Manual Pull Station-6, Horn/Strobe-9
- Chlorine Bldg. NFS-320 Horn/strobe-9, IR flame detector-3, Deluge riser-1, Manual pull station-5. Hochiki HCVR-3, Heat-2, Aerosol-3, Horn/Strobe-3, Manual pull / Abort-2.

WRP 10

Annual

- Control Bldg.: Gamewell Panel, Firelite
- Chlorine Bldg.: CL2 Storage room NFS-320 Horn/strobe-3, IR flame detector-3, Deluge riser-1, Sprinkler Riser-1, Manual pull station-5,
- Chlorine Injector room & MCC: Hochiki HCVR-3 Heat-4, Aerosol-3, Horn/Strobe-5, Manual pull / Abort-3

Semi-annual

- Miniscan 424A – Halon, Smoke -2

Time Schedule:

Inspections shall start immediately after Notice to Proceed. All work shall be scheduled and approved a minimum of two weeks ahead of proposed date. All work in Palm Desert and Coachella Campus shall occur after 5:00pm or on approved weekends. No work shall be scheduled on listed District observed holidays. If listed holiday falls on a weekend, the weekday holiday is observed needs to be taken into consideration when scheduling.

District Observed Holidays:

New Year's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving and following day

Christmas Eve and Day

Special Testing:

CVWD maintains four elevators, two (2) at the SRAB, one (1) at the OPS, and one (1) at the CSSB. Upon request of a state inspector, an elevator test under fire conditions will be required. CVWD will contact to schedule this date.

Records:

Fire Life Safety System Testing Records

Tests reports shall include:

1. A checklist that includes every device programmed into the fire life safety system. The checklist shall indicate all equipment has been checked and is in satisfactory operating condition.
2. Print out all Fire Alarm Control Panel activity during testing.
3. Operational description of each system tested in the sequence of operation matrix. Report shall indicate that each initiating device, each signaling device, each communication device, and each control and indicating light on each piece of equipment has been tested. Test report shall certify the following:
 - a. Successful operation of each alarm and supervisory initiating device.
 - b. Successful operation of each signaling device.
 - c. Successful operation of automatic smoke control sequences.
 - d. Successful operation of each Fire Alarm Control Panel.
 - e. Successful operation of each Fire Alarm Remote Annunciator.
 - f. Successful operation of Fire Alarm Remote Panel.
 - g. Successful operation of each Firefighter's Control and Indicating Panel.
 - h. Successful operation of elevator recall sequence.
 - i. Successful operation of line supervision devices.
 - j. Successful operation of on-site alarm monitoring system connection. (SCADA)
 - k. Submit completed test report forms within 7 working days after tests are complete.

Deficiency List:

Provide a list showing all deficiencies encountered while testing. All defective components identified during testing services shall be itemized on a single report corresponding to the site.

Damage/Loss to CVWD Property:

Contractor shall be responsible for any damage caused by the Contractor or its employees to buildings, premises, grounds, equipment, furniture, material or other CVWD property. Any damage caused by the contractor, or its employees shall be reported immediately (the same hour) to the CVWD Project Manager. CVWD reserves the right to have repairs made and the cost deducted from the contractor invoice in the event of damage.

The contractor is responsible for taking the action necessary to protect CVWD property and the personal property of its employees from loss, damage, or theft and shall replace such items at the contractor's expense.

In the event repairs cannot be made to restore property to its pre-damaged condition, the contractor shall be responsible for full replacement value of damaged property.

Uniforms:

All contractor and subcontractor personnel shall wear standardized uniforms that clearly identify the Contractor's and the Qualified Technician's name.

Vendor Experience and Qualifications:

Introduction

In addition to meeting all other requirements of this RFP, to be considered responsive to the RFP requirements all responding bidders shall furnish verifiable evidence that their firm and personnel meet minimum requirements for vendor experience and qualifications.

General Requirements

Provide sufficient information regarding each of the items below so CVWD can thoroughly evaluate your firm's qualifications to submit a proposal for CVWD's Fire Life Safety Testing needs. You may include supporting literature and attachments to the summaries requested below.

Contractor Experience

The Contractor must be licensed and normally engaged in providing testing services for Fire Life Safety systems.

Qualified Technician Experience

1. The contractor shall demonstrate that the Qualified Technicians have a minimum of 5 years journey level work experience in testing of fire life safety systems.
2. The contractor shall demonstrate that the Qualified Technicians have received factory training on CVWD Legacy Systems.
3. The contractor shall appoint one person to represent the Contractor in all issues related to the Contract.

Invoices

Monthly Invoicing shall be provided, with sufficient detail on the invoice to note the inspected buildings, inspection dates, and types of inspections included in the invoice. Invoicing shall not occur until after all the appropriate test reports have been received by the CVWD.

1. Billing for Work Authorizations shall be based on an established Schedule of Values and a percentage completion.
2. The contractor shall provide a Schedule of Values for all work that shall be approved by the CVWD in writing, prior to commencement of any work.

Future Locations:

Future locations will be added to the scope of services as required, via Task Order.

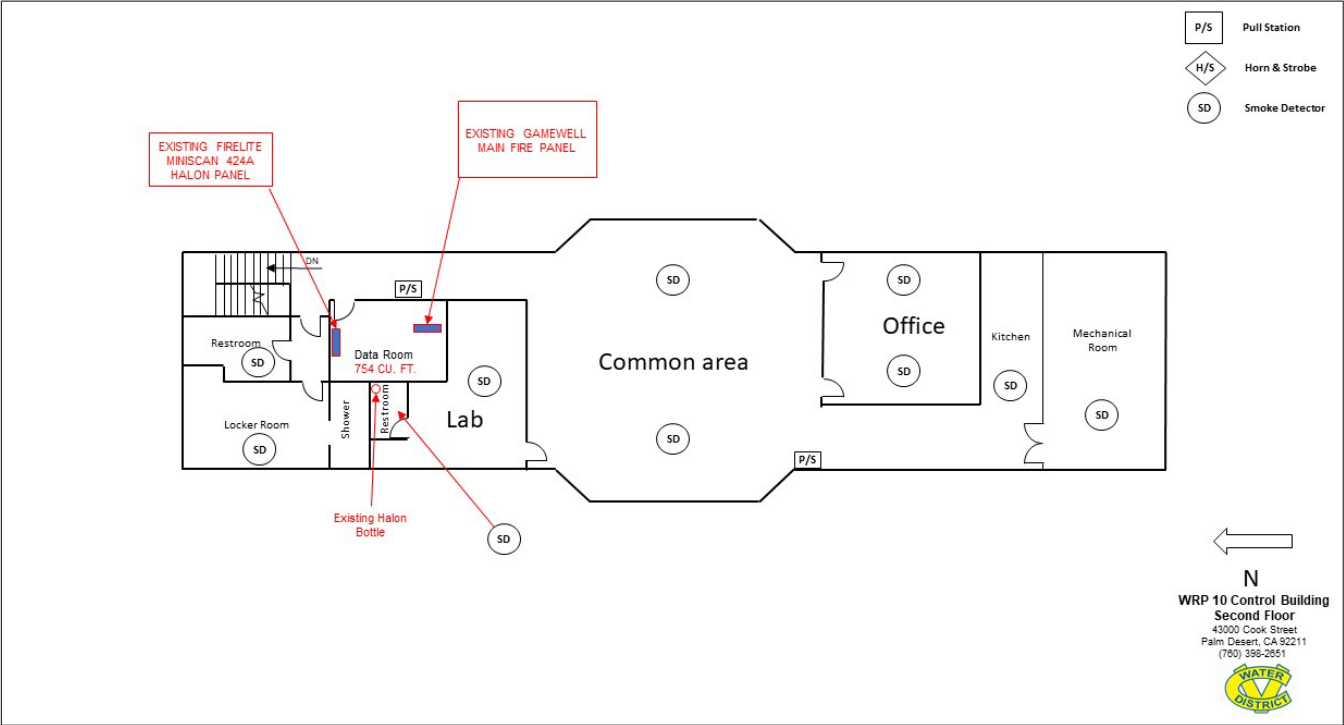
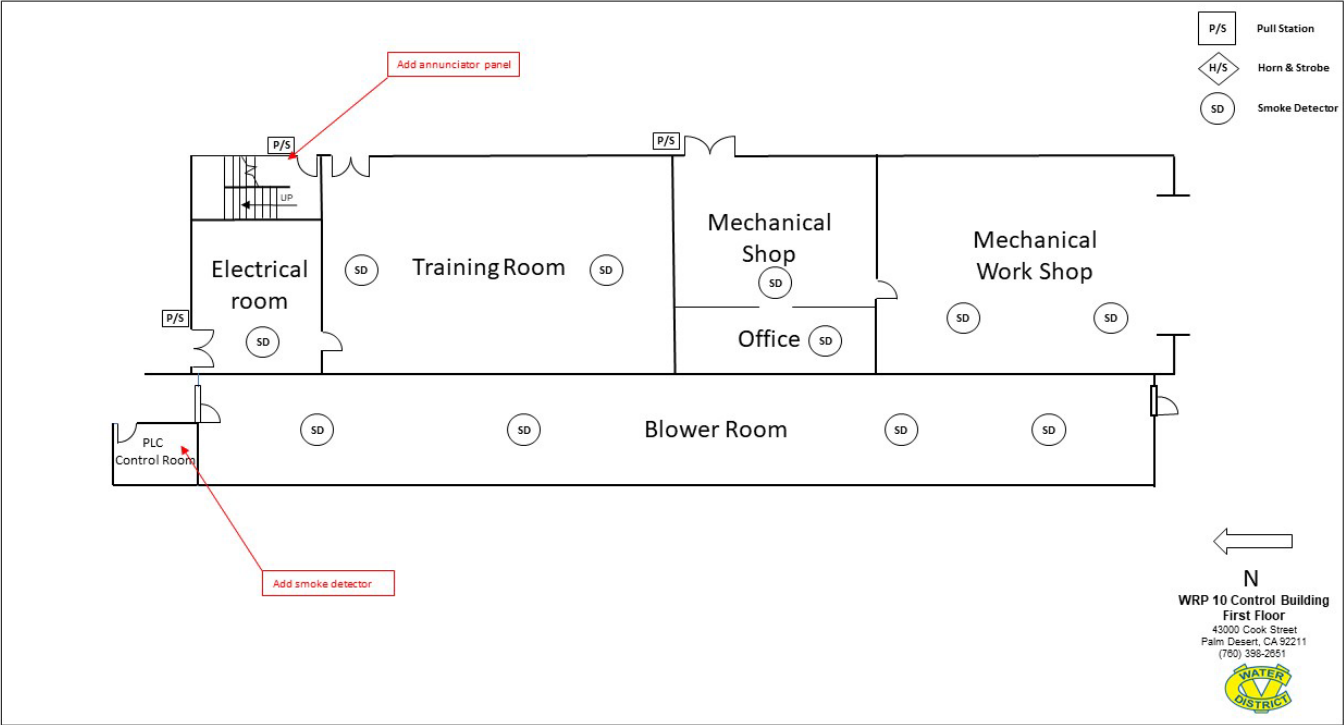
As-Needed Repair Services

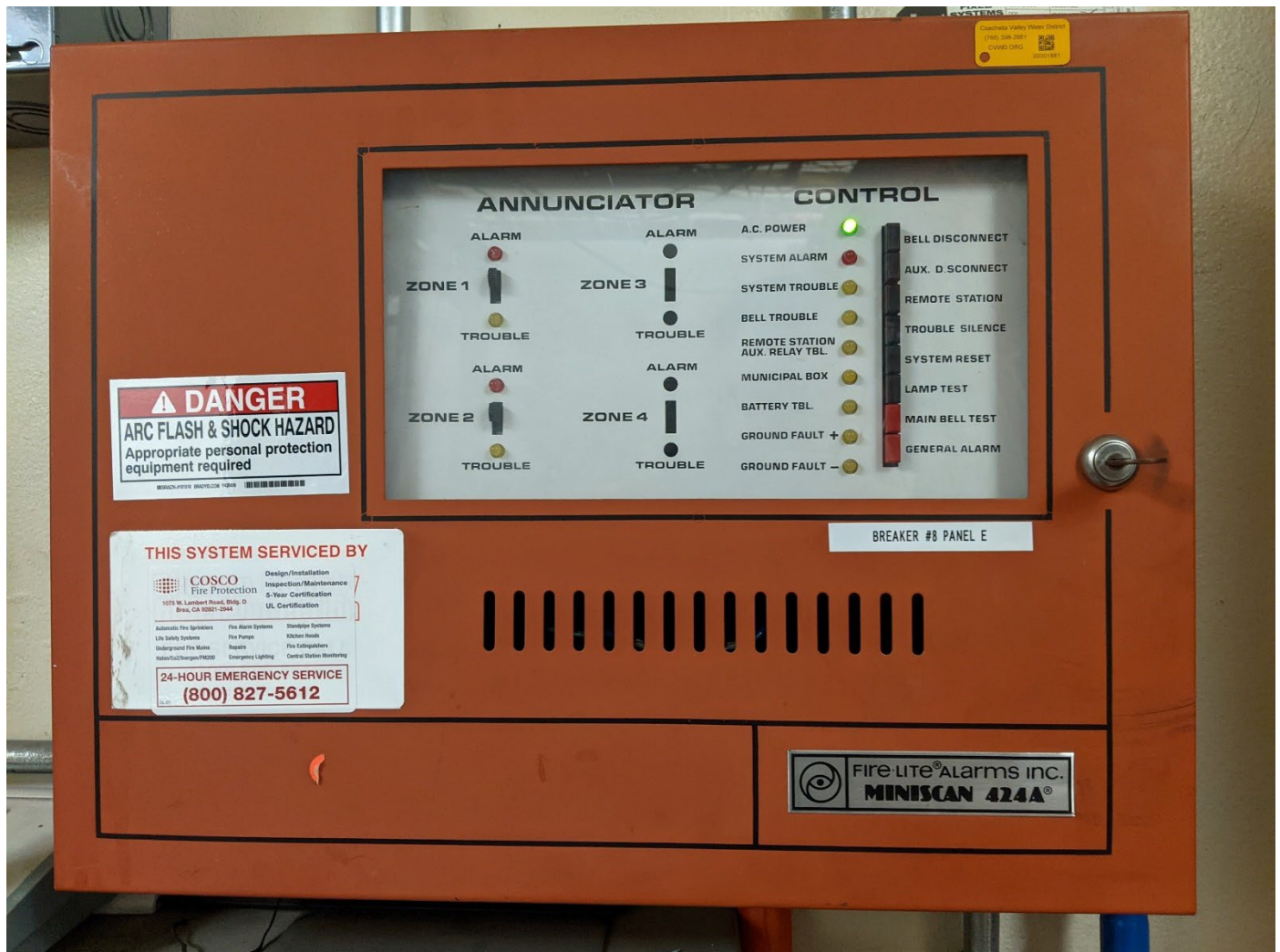
This RFP requests the Contractor's hourly labor and equipment rates. An allowance of \$10,000 has been budgeted for the as-needed repair services.

Each as-needed work request (task order) will be negotiated separately with the Contractor based on the submitted hourly rate sheet.

Payment of repair services shall be based on allowable documented costs, for labor, equipment, materials and services, and subcontracts as submitted by the Contractor in the form of certified payroll, paid invoices, or other agreed documentation in accordance with the contract documents.

EXHIBIT 1: WRP 10





WRP 10 Halon Panel



WRP 10 Halon Pull Station



WRP 10 Halon Notification



WRP 10 Existing Halon Bottle

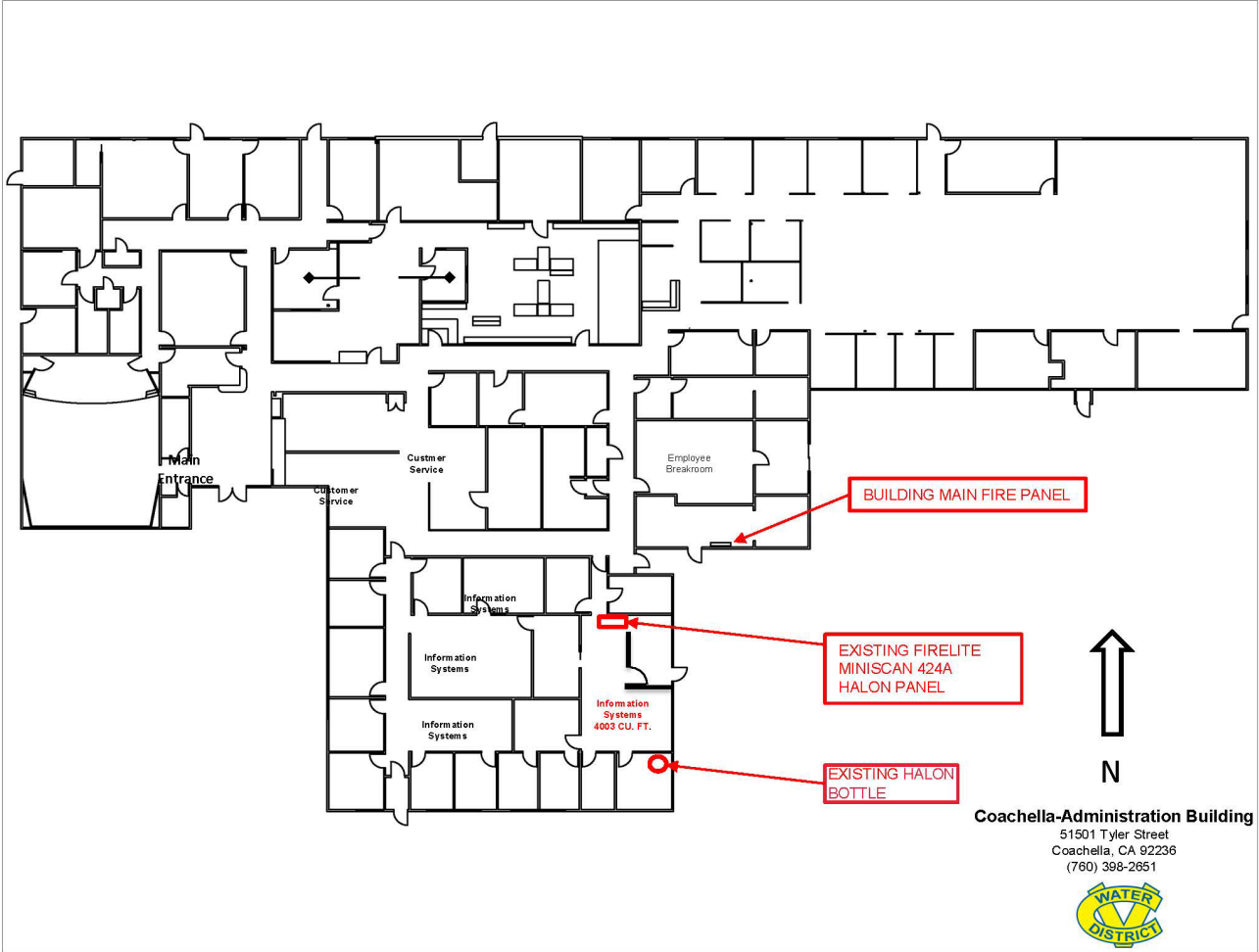


WRP 10 FACU



WRP 10 FACU

EXHIBIT 2: COACHELLA DATA CENTER





Coachella Data Center Halon Panel



Coachella Data Center Halon Bottle Solenoid



Coachella Data Center Halon Bottle



Coachella Data Center Halon Bottle Switch



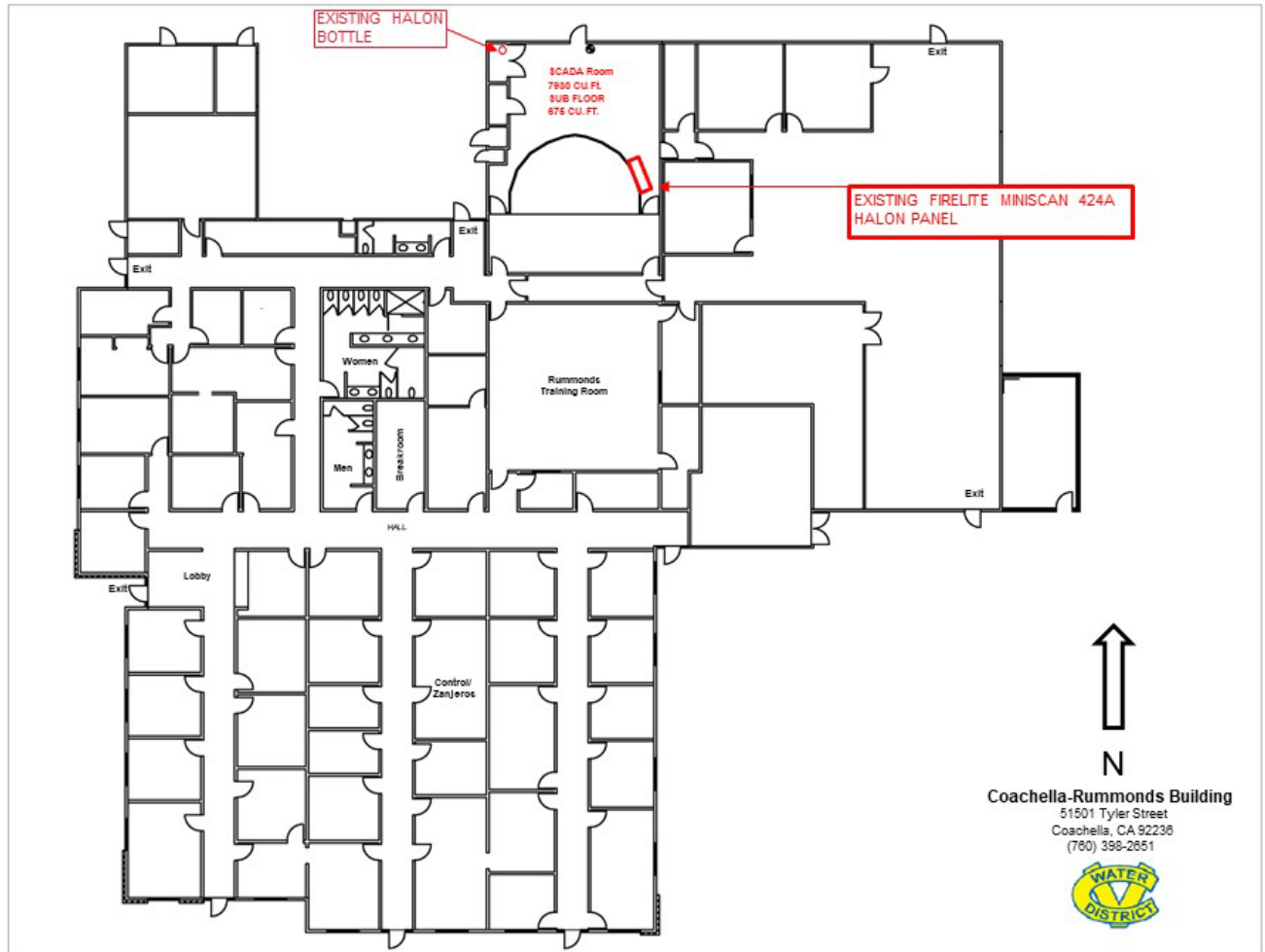
Coachella Data Center Halon Bottle

Request for Proposals (CSA – PW)
PROCUREMENT DIVISION

A1-23

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EXHIBIT 3: COACHELLA SCADA ROOM





Coachella SCADA Room Halon Panel



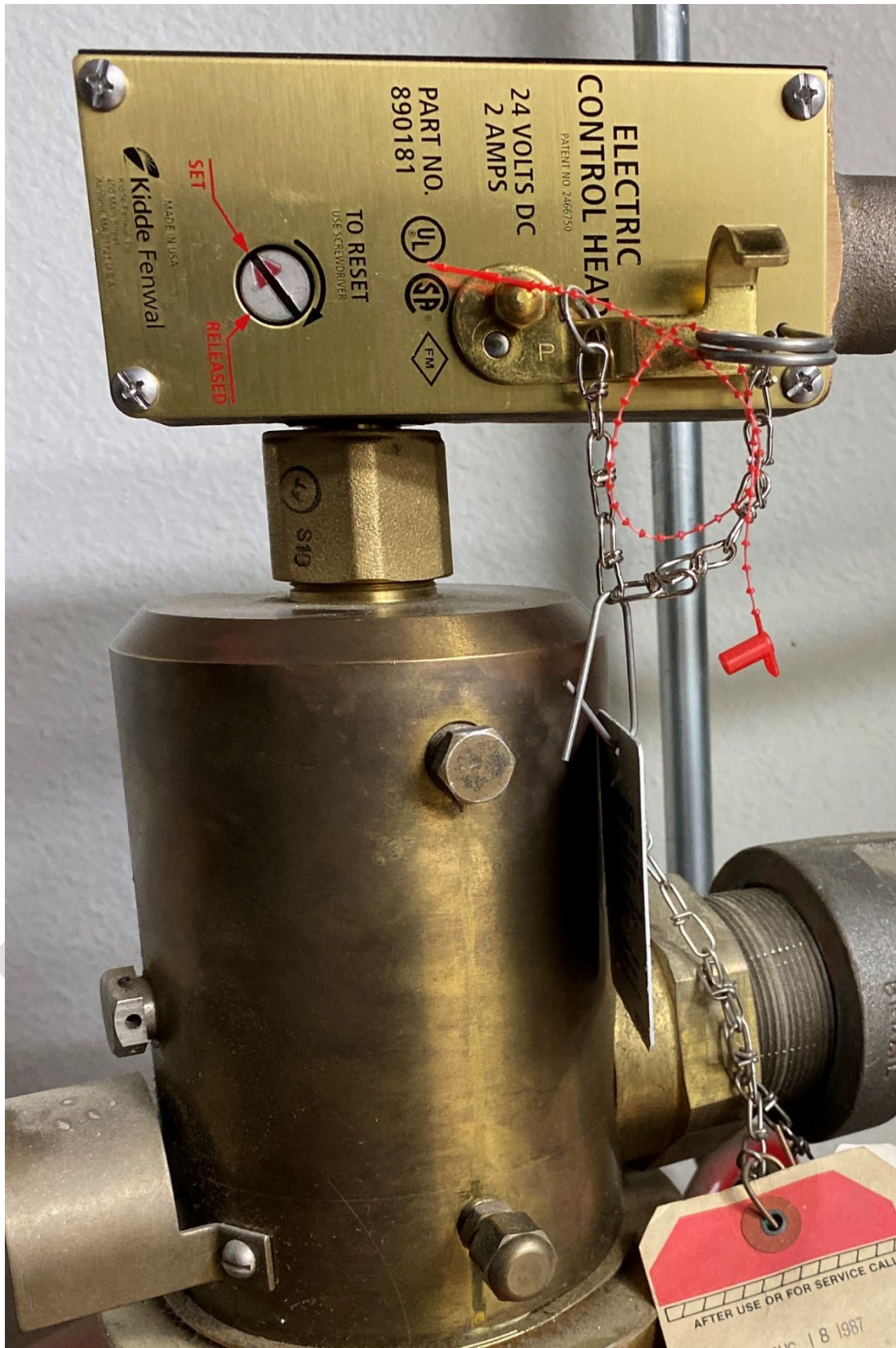
Coachella SCADA Room Halon Bottle



Coachella SCADA Room Halon Bottle



Coachella SCADA Room Halon Bottle Switch



Coachella SCADA Room Halon Bottle Solenoid

CHANGE ORDER FORM

NO. _____

Explain:

Impact on Contract Time:		
Prior to this Change Order	days	Completion Date:
Increase/Decrease due to this Change Order	days	
Revised Contract Time	days	Completion Date:
Justification:		
Change Order initiated by: <input type="checkbox"/> CVWD <input type="checkbox"/> Contractor		
Submitted by:		
		Date: _____
Geoffrey Kiehl Director of Finance		
Approved by:		
		Date: _____
J. M. Barrett General Manager		
<p>CONTRACTOR:</p> <p>Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract."</p>		
Signature _____		Typed Name _____
Date: _____		

Distribution:
Original - Project File
Copy - Contractor
Copy - Accounts Payable

CVWD-464

EXHIBIT "E"
TO
CONTRACT SERVICES AGREEMENT
CONTRACTOR'S COST PROPOSAL

See Contractor's cost proposal attached.

DRAFT

RFP 2022-38 Halon System Replacement and Fire Alarm and Suppression Testing and Inspections

SCHEDULE OF PAY ITEMS					
SCHEDULE A – Halon System Replacement					
Item No.	Description (Frequency)	Qty.	Unit Of Measure	Unit Price	Line Item Cost
001	WRP No. 10 Control Building (including FACU)	1	JOB	--	\$ 10,100
002	Coachella Administration Building – Data Center	1	JOB	--	\$ 25,100
003	Coachella Rummonds Building – SCADA Room	1	JOB	--	\$ 40,100
	Total for Schedule A			\$ 75,300*	
SCHEDULE B – Fire Alarm and Suppression Testing and Inspections (2-Year Term)					
Item No.	Description (Frequency)	Qty.	Unit Of Measure	Unit Price	Line Item Cost
001	Palm Desert (PD) Campus – Steve Robbins Administration Building (SRAB) (Annual)	2	Each (EA)	\$ 1,200	\$ 2,400
002	PD Campus – SRAB (Semi-Annual)	4	EA	\$ 1,200	\$ 4,800
003	PD Campus – Operations Building (OPS), Auto Shop (Annual)	2	EA	\$ 1,200	\$ 2,400
004	PD Campus – OPS (Semi-Annual)	4	EA	\$ 1,200	\$ 4,800
005	PD Campus – Critical Services Support Building (CSSB) (Annual)	2	EA	\$ 1,200	\$ 2,400
006	PD Campus – CSSB (Semi-Annual)	4	EA	\$ 1,200	\$ 4,800
007	Coachella Campus Administration Building (Annual)	2	EA	\$ 3,600	\$ 7,200
008	Coachella Campus Administration Building (Semi-Annual)	4	EA	\$ 3,600	\$ 14,400
009	Coachella Campus Rummonds Building (Annual)	2	EA	\$ 2,700	\$ 5,400
010	Coachella Campus Rummonds Building (Semi-Annual)	4	EA	\$ 2,700	\$ 10,800
011	Coachella Campus Warehouse and Associated Shops (Annual)	2	EA	\$ 1,200	\$ 2,400
012	Water Reclamation Plant (WRP) 4 (Annual)	2	EA	\$ 1,900	\$ 3,800
013	WRP 7 (Annual)	2	EA	\$ 2,600	\$ 5,200

SCHEDULE OF PAY ITEMS					
SCHEDULE B – Fire Alarm and Suppression Testing and Inspections (2-Year Term)					
Item No.	Description (Frequency)	Qty.	Unit Of Measure	Unit Price	Line Item Cost
014	WRP 10 (Annual)	2	EA	\$ 995.00	\$ 1,990.00
015	WRP 10 (Semi-Annual)	4	EA	\$ 995.00	\$ 3,980.00
016	Allowance for Repair Services	2	ANNUAL	\$ 5,000	\$ 10,000
	Total for Schedule B			\$ 86,770**	

	Total for comparison of proposals (Schedules A + B)	\$ 162,070
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*Disclaimer: Estimate is based solely on the aforementioned work, any additional fees or costs will be quoted separately.

**Kord Fire reserves the right to adjust Final Proposal Pricing dependent on inclusion of additional Bid Bond costs and fees, which will be billed separately to customer.

Name of Proposer Tim Rhodes

Signature *Tim Rhodes*

Name and Title Tim Rhodes

Dated 10/03/2022