

City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley and **Moreno Valley Community Services District**, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **E.R. Block Plumbing, Inc., a Corporation**, with its principal place of business at **10910 Hole Ave., Riverside, CA 92505**, hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional backflow prevention device testing and repair contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional backflow prevention device testing and repair contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the backflow prevention device testing and repair services as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

1. **VENDOR INFORMATION:**

Contractor's Name:	E.R. Block Plumbing, Inc.
Address:	10910 Hole Ave.
City, State, Zip:	Riverside, CA 92505
Business Phone:	951-687-4011
Business License Number:	00896
Federal Tax I.D. Number:	95-3138160

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

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from July 1, 2025 through June 30, 2030, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other

personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **David Ross**.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **David Ross**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this

Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.

- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are,

subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:
- "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.
- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the

event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

**Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

**Minimum Limits of Insurance:**

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
- b. Automobile Liability
  - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
  - The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

**Other Insurance Provisions:** The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

**Acceptability of Insurers:** All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-



VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

**Verification of Coverage:** Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for workers compensation coverage

R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. Termination. The following clauses apply:

1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.

2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
  3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
  4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Vendor:**

E.R. Block Plumbing, Inc.  
10910 Hole Ave.  
Riverside, CA 92505

Attn: David Ross, President

**City:**

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: Special Districts Division

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

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by Vendor for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
  - 1. Vendor shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event Vendor violates or breaches terms of the Agreement.
  - 2. City may terminate the Agreement for cause or for convenience, and Vendor may terminate the Agreement, as provided the General Conditions.

3. Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by City and/or subcontracts in excess of \$10,000 entered into by Vendor.)
4. Vendor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. Vendor shall observe City requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the City.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the City. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. Vendor shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Vendor shall retain all required records for three years after City makes final payments and all other pending matters relating to the Agreement are closed.
12. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This

provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley and Moreno Valley  
Community Services District

E.R. Block Plumbing, Inc.

By: \_\_\_\_\_  
Title: Brian Mohan, City Manager

By: \_\_\_\_\_  
Title: (President or Vice President)

By: \_\_\_\_\_  
Title: Brian Mohan, City Manager, Acting in the  
capacity of District Manager to the  
Moreno Valley Community Services  
District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Corporate Secretary or Assistant  
Secretary

Date: \_\_\_\_\_

Affix Corporate Seal Below

**INTERNAL USE ONLY**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Department Head  
(if contract exceeds 15,000)

\_\_\_\_\_  
Date

## **EXHIBIT A – SCOPE OF WORK**

### **BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES**

#### **1. GENERAL PROVISIONS**

- A. The work to be performed under this agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing, repair and replacement services within various City locations and may include work within the City's landscape maintenance districts, within the right-of-way, at its parks and trails, and at City maintained facilities.
- B. The City is responsible for approximately 392 backflows that must be tested annually. The City does not expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any items or work, as may be deemed necessary or advisable by the Director.
- C. All work shall be performed in accordance with usual and customary backflow testing, repair and replacement practices to achieve proper operation and functioning of backflows and related backflow equipment. Contractor shall at all times maintain the City's backflow prevention devices in a condition that satisfies all applicable statutory requirements. The Chief Financial Officer/City Treasurer of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, methods or materials used and make changes in the work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the location site(s). The Contractor shall not be relieved of his/her/its liability under this Agreement, nor shall the City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to herein and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the provisions of this agreement and in accordance with an approved service schedule or testing frequency, or as requested, as approved by the Director and within the prescribed timelines established by the respective water districts.
- F. Failure to adhere or comply with any provisions included herein may result in the assessment of non-performance penalties per Exhibit C.
- G. All equipment used in the performance of work under this agreement shall be compliant with the current regulations of the California Air Resources Board.
- H. Contractor shall post a five-hundred-dollar (\$500.00) cash security deposit with the City following award of agreement as security against: 1) return of backflow assembly

enclosure key(s) and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69. Contractor's cash deposit, or any balance thereof, will be returned to Contractor upon termination of the agreement.

## **2. TECHNICAL PROVISIONS**

- A. During the entire term of the agreement, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.
- B. Contractor will perform annual tests and other periodic tests of the City's backflow systems as requested and/or required by applicable Federal, State, and local agency laws and regulations.
- C. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.
- D. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of each water district (e.g. EMWD Ordinance No. 69, WMWD Ordinance No. 381, etc.).
- E. Contractor shall be liable for payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with the water district's requirements.
- F. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

## **3. SCHEDULING OF WORK**

- A. Upon receipt, the City will forward annual backflow assembly test reporting forms for backflow device to the Contractor via email and Contractor shall confirm receipt.
- B. Upon receipt of test report forms, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed testing reports prepared and submitted to each water district on or before the due date set forth in the Notice of Periodic Testing for Backflow Prevention Assembly.
- C. Properly completed and legible Test Reporting forms must be completed by and returned to the water district before the completion date noted on the Test Report.
- D. The completed Test Report shall be simultaneously returned to the respective water district ([backflow@emwd.org](mailto:backflow@emwd.org), [westernbackflow@wmwd.com](mailto:westernbackflow@wmwd.com), [melissa.bsmwc@gmail.com](mailto:melissa.bsmwc@gmail.com)) and to the requesting City staff at one of the following



email addresses:

Requesting Division	Email
Special Districts	<a href="mailto:specialdistricts@moval.org">specialdistricts@moval.org</a>
Maintenance & Operations	<a href="mailto:maintenanceoffice@moval.org">maintenanceoffice@moval.org</a>
Parks & Landscape Services	<a href="mailto:parksandlandscape@moval.org">parksandlandscape@moval.org</a>

- E. It is the Contractor's responsibility to contact the water district directly, with a copy to the requesting City staff, for any request to extend the due date of the Test Report and/or other variances. Failure to complete tests by the due date will result in non-performance penalties per Exhibit C.
- F. For the purposes of this agreement, "Working Days" are Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:00 p.m. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.
- G. The following days have been designated as City holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

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

#### 4. FUNCTIONS AND RESPONSIBILITIES

- A. The Director may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations, and schedule future work as

may be ordered by the Director.

- B. The Contractor will maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.
- C. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls received from the Director or other authorized individuals or agencies as listed below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. Contractor shall notify the Director at [specialdistricts@moval.org](mailto:specialdistricts@moval.org), [maintenanceoffice@moval.org](mailto:maintenanceoffice@moval.org), and [parksandlandscape@moval.org](mailto:parksandlandscape@moval.org) within three (3) calendar days of any change of the name or contact information of the responsible person(s).
- D. During normal working hours, the Contractor's Supervisor or designated employee responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone.
- E. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this agreement.
- F. The Contractor shall respond to emergency calls from any of the parties listed herein this section no later than two (2) hours following the first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

City Manager/Assistant City Manager	Police or Fire Department
Parks & Community Services Director	Parks & Landscape Services Division Manager
Public Works Director	Public Works Division Manager
Special Districts Division Manager	Purchasing & Sustainability Division Manager
Landscape Services Inspector(s)	Stand-By Staff
Facilities Maintenance staff	Fleet & Facilities Maintenance Division Manager
Street Maintenance Supervisor	Maintenance & Operations Division Manager

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

## **5. COMPLAINTS**

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

## **6. CONTRACTOR'S STAFF**

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.
- D. The Contractor shall require each employee performing work under the agreement to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- E. Shirts shall be worn at all times and shall be buttoned. Approved safety vests shall be worn by Contractor's employees at all times.

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

## **7. EMPLOYMENT OF APPRENTICES**

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

## **8. SAFETY**

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.
- C. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2012 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.
- D. Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.
- E. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a record indicating date inspected, and action taken. Said record shall be submitted to the Director monthly. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

- F. The Contractor shall be responsible for making minor corrections, so as to protect members of the public or others from injury.
- G. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- H. In addition to payment deduction or assessment of non-performance penalties, repeated failure to comply with the provisions of this section may result in termination of the agreement, per the terms of the Independent Contractor Agreement.

## **9. LICENSES AND PERMITS**

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

## **10. DEPARTMENT OF INDUSTRIAL RELATIONS**

- A. California law provides that "A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Agreement Code or engage in the performance of any agreement for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Labor Code Section 1725.5." Please refer to "Contractor Registration" from <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register and obtain more information.
- B. Contractor and all tiers of its subcontractors must be registered and maintain a current registration during the term of this agreement.
- C. Pursuant to the above law, no Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Additionally, no Contractor or subcontractor may be awarded a agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- D. This project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of Moreno Valley will not accept a proposal nor will it agreement or sub-agreement without proof of the Contractor or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. Contractor acknowledges and agrees to fully comply with the provisions of Section 1771, 1774 - 1776, 1777.5, 1813, 1815 and 1860 of the Labor Code.

## **11. PAYROLL RECORDS**

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

## **12. PREVAILING WAGE AND WORKERS' COMPENSATION**

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this agreement, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached agreement, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code. The penalty amount will vary as described on Section 1775.
- C. In accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of compensation to his employees.

## **13. BONDS**

Pursuant to Section 9550 of the Civil Code, the direct Contractor awarded the agreement, prior to the commencement of work, agrees to provide a payment bond to and approved by the City.

The City requires two (2) good and sufficient surety bonds that will be maintained in full force and effect for the duration of this agreement:

- a "Faithful Performance Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall guarantee the faithful performance of all work, and;
- a "Materials and Labor Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

The Contractor shall furnish a satisfactory Faithful Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations in an amount that shall remain equal to one hundred percent (100%) of the annual purchase order amount.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California in an amount that shall remain equal to one hundred percent (100%) of the annual purchase order amount to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop payment notice with respect to the Work.

The Agreement shall be signed by the successful Bidder and returned together with the required bonds and insurance certificate(s), within ten (10) Working Days after the date the Agreement is awarded by the City.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the annual purchase order amount. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Agreement Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Agreement Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Agreement for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Agreement Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Agreement Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise, the Contractor shall be in default of the Agreement. No further payments shall be deemed due or will be made under Agreement until a new surety(ies) qualifies and is accepted by the City.

#### **14. SUBSTITUTION OF SECURITIES**

- A. Pursuant to California Public Agreement Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor.
- B. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit.
- C. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon.
- D. The Contractor shall give the City written notice within thirty (30) days after the agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Agreement Code.

#### **15. CONTRACTOR'S LIABILITY**

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

#### **16. CONTRACTORS LICENSE**

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



Box 26000, Sacramento, CA 95826.

## **17. CLAIM RESOLUTION PROCEDURES**

Section 9204 of the Public Agreement Code sets forth the following requirements for claims submitted by a Contractor on a public works project:

- A. A Contractor must furnish "reasonable documentation to support the claim."
- B. Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the Contractor within 45 days of receipt of the claim.
- C. For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.
- D. If the Contractor disputes the public entity's written statement, or if the public entity fails to respond, the Contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute."
- E. The public entity must schedule the meet and confer conference within 30 days of the demand.
- F. Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference.
- G. After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation."
- H. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).
- I. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."
- J. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

## **18. SAMPLE FORMS**

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**Select Services**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, herein after known as "City", has awarded to **Insert Contractor's Name**, as Principal hereinafter designated as "Contractor" and the City is about to enter or have entered into an Agreement whereby the Contractor agrees to provide landscape maintenance services, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **Select Services**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her 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 provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same 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 the Agreement or to the work or the Provisions.

**(SIGNATURE PAGE FOLLOWS)**

**FAITHFUL PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR (Principal)

SURETY

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

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

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

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

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

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

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Attorney and City Attorney, in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**NOTE:**

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

Corporate Seal may be affixed hereto.

BOND NO. \_\_\_\_\_  
PREMIUM \$ \_\_\_\_\_

**LABOR AND MATERIALS BOND**  
**(100% of Total Contract Amount)**

**Select Services**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, hereinafter known as "City," has awarded to **Insert Contractor's Name**, as Principal hereinafter designated as "Contractor" and the City and District are about to enter or have entered into an Agreement whereby the Contractor agrees to provide landscape maintenance services, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **Select Services**, is hereby referred to and made a part hereof; and,

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_) (words and figures), lawful money of the United States, to be paid to said City or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons described in the State of California Civil Code Section 3181, or amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not to exceed the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City, or other person entitled to bring such an action, and judgment is recovered the, the Surety shall pay all cost incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

**(SIGNATURE PAGE FOLLOWS)**

**LABOR AND MATERIALS BOND**

BOND NO. \_\_\_\_\_

WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR (Principal)

SURETY

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

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney and City Attorney in the Capacity of General Legal Counsel  
to the Moreno Valley Community Services District

**NOTE:**

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

The Proper's and Surety's Corporate Seal may be affixed hereto.

## **EXHIBIT B - CITY RESPONSIBILITIES**

### **BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES**

#### **1. AGREEMENT SUPERVISION**

The Agreement shall be administered on behalf of the Chief Financial Officer/City Treasurer and/or the Parks & Community Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

The Director will decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

#### **2. TEST REPORT FORMS**

The City will forward annual backflow assembly test report forms to the Contractor via email. Should circumstances warrant, the City will notify the Contractor via telephone that test report forms have been emailed.

#### **3. UTILITIES**

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications) and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Agreement. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

#### **4. ACCESS TO BACKFLOW ASSEMBLIES**

The City will provide Contractor with key(s) needed for accessing backflow assemblies that are enclosed in protective cages. Contractor shall return key(s) to the City upon termination of the Contract. Failure to do so will result in charges for replacement of keys and/or locks and/or any necessary labor required for access to the protective cages by the City.

## EXHIBIT C - PAYMENT TERMS

### BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

#### 1. CONTRACTOR'S COMPENSATION

- A. The Contractor's compensation shall be **\$686,794** over the 5-year term of the agreement.
- B. Compensation shall be based on the Bid/Compensation Schedule.
- C. Written notice of the compensation amount for the next fiscal year shall be provided to the Contractor at least thirty (30) days prior to the end of each fiscal year.
- D. Any request for increase in the Contractor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing no later than May 1 of each year. Upon approval, the adjustment would be effective July 1 of the following fiscal year.
- E. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
- F. The Contractor will electronically submit an invoice to be paid monthly per site based upon successful performance of the maintenance services provided or tests performed for each area/site and in compliance with the terms and provisions of this Agreement. By the tenth of each month the Contractor shall submit to the Director detailed reports, if necessary, of the following:
  - a. Testing or services performed, which must include the location, area or site of such maintenance.
  - b. Complaints received.
  - c. Hazards noted.

- d. Invoice for service shall include detail from the site test and repaired. Such detail shall be provided by the City and included on the test report, service performed and cost in accordance with the Agreement price, which shall become the basis for payment.

No payment(s) shall be made until the reports (if any), listed herein, have been submitted and approved. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

- G. The Contractor will submit all invoices electronically to 1) Accounts Payable staff at [accountspayable@moval.org](mailto:accountspayable@moval.org), 951.413.3073 with a copy to 2) the Division requesting the services at:

- a. Maintenance and Operations Division  
[maintenanceandoperations@moval.org](mailto:maintenanceandoperations@moval.org), 951.413.3160
- b. Special Districts Division  
[specialdistricts@moval.org](mailto:specialdistricts@moval.org), 951.413.3480
- c. Parks & Landscape Services Division  
[parksandlandscape@moval.org](mailto:parksandlandscape@moval.org), 951.413.3702

- H. The Contractor agrees that

City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf). (Business tab).

- I. The minimum information required on all invoices is:

- a. Vendor Name, Mailing Address, and Phone Number
- b. Invoice Date
- c. Purchase Order Number
- d. Vendor Invoice Number
- e. City-provided Reference Number (e.g. Project or Contract Number)
- f. Date services were provided.
- g. Location Services where Testing and/or Services were performed to include Zone, Tract Number, Median ID, Tract ID (if applicable), Park, or general vicinity where services were performed within the identified service area.



- h. Month services rendered with amount(s) due organized to correspond with Contract/Purchase Order line item(s) (e.g. Base or Additional Work).
  - i. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of an Agreement amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  - j. Supporting documentation including: receipts for materials purchased, summary tables demonstrating the calculation of total amount due, including description and cost breakdown by job performed within each area, the calculation of mark-up, and the addition of any applicable labor cost. Note: mark-up shall not include tax, shipping or labor.
  - k. If written authorization was required prior to the commencement of work, documentation of the approval is to accompany the subject invoice. Documentation shall include final approved proposal, and corresponding written authorization (e.g., fully executed proposal or proposal accompanied by the corresponding email approval).
- J. The City will pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- K. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- L. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## **2. ADDITIONAL WORK**

- A. During the term of this Agreement the City may, at its discretion, authorize the Contractor to perform certain Additional Work services as described herein, in addition to the work set forth in Exhibit A.
- B. If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

- C. Compensation for all such Additional Work shall be calculated either at the prices set forth by the Contractor and included herein or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Written estimates shall contain sufficient detail to justify the cost (i.e., quantities, adequate work description) and shall contain the location (Zone, Median or Tract ID, Park, or general vicinity) where services are to be performed. Except as set forth below, the Contractor shall not perform any such Additional Work services without first obtaining express written authorization from the City.
- D. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.
- E. The Contractor will test, maintain, and repair all backflow devices the City may add to this Agreement at a unit price equivalent to the prices described herein.
- F. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work in excess of the cumulative Agreement.

### **3. PAYMENT DEDUCTIONS**

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

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

### **4. NON-PERFORMANCE PENALTIES**

- A. The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety including but not limited to wearing of appropriate work attire; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Agreement, or General

Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

- B. If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.
- C. The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.
- D. Excessive Utility Usage. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.
- E. Labor Laws and Prevailing Wage. Per Labor Code Section 1775, the Contractor shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, that each laborer, workmen or mechanics employed that are paid less than the general prevailing rate of wages referred to and stipulated for any work done under the proposed contract, by him or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1170 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code.
- F. Penalties imposed by the water district. Contractor shall pay for any penalties imposed by the water district for failure to complete tests and/or repairs in a timely manner provided such failure is a result of Contractor's failure to perform.

## **5. TIME FOR PERFORMANCE**

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

## 6. COMPENSATION DETAIL

Bid/Compensation Schedule						
Company Name		Address		City		
E.R. Block Plumbing, Inc.		10910 Hole Ave.		Riverside, CA 92505		
Respondee	Respondee Title	Respondee Phone		Respondee Email		
David Ross	Vice President	951-687-4011		erblockplumbing.inc@gmail.com		
Item #	Description	Quantity	Unit of Measure	Unit Price	Line Total	Comment
1	Backflow Test	1	per test	\$ 35.00	\$ 35.00	
2	Repair Work	1	per hour	\$ 125.00	\$ 125.00	
3	Emergency Repairs	1	per hour	\$ 175.00	\$ 175.00	
4	Replacement Parts Supplied at Contractor's Cost Plus Mark-up		percent	15%		

## 7. PREVAILING WAGE DETERMINATION

Based on information available at time of RFP issuance. See tables on following pages.

1/14/25, 9:22 AM

GENERAL PREVAILING WAGE DETERMINATION - RIV-2024-2

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: RIVERSIDE COUNTY

DETERMINATION: RIV2024-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION HOLIDAY	VACATION HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE
BRICKLAYER:	BRICKLAYER, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER		08/22/2024	04/30/2025	\$50.070	A	\$9,250		\$9,830		\$0,000		\$1,210	A	\$1,050		8.0	C	\$71,410	\$94,180	D	\$94,180	D	\$116,940	
BRICKLAYER:	STONEMASON, MARBLE MASON		08/22/2024	04/30/2025	\$50.070	A	\$9,250		\$9,830		\$0,000		\$1,210	A	\$0,850		8.0	C	\$71,010	\$93,780	D	\$93,780	D	\$116,540	
BRICKLAYER:	MASON FINISHER		08/22/2024	04/30/2025	\$45.060	A	\$9,250		\$9,830		\$0,000		\$1,160	B	\$0,850		8.0	C	\$65,950	\$86,410	D	\$86,410	D	\$106,870	
BRICK TENDER		E	08/22/2024	06/30/2025	\$41.530		\$9,250		\$9,820	E	\$4,400	G	\$0,800		\$0,450		8.0	C	\$66,250	\$87,020		\$87,020		\$107,780	
BRICK TENDER	FORKLIFT OPERATOR		08/22/2024	06/30/2025	\$41.980		\$9,250		\$9,820	E	\$4,400	G	\$0,800		\$0,450		8.0	C	\$66,700	\$87,690		\$87,690		\$108,680	
CARPET, LINOLEUM,	RESILIENT TILE LAYER		08/22/2024	12/31/2024	\$43.200	H	\$8,780		\$6,050		\$2,520		\$0,680		\$0,280		8.0		\$61,510	\$83,110		\$83,110	I	\$104,710	
CARPET, LINOLEUM,	MATERIAL HANDLER	J	08/22/2024	12/31/2024	\$17,280	H	\$6,780		\$2,140		\$1,020		\$0,680		\$0,280		8.0		\$30,180	\$38,820		\$38,820	K	\$47,460	
DRYWALL FINISHER			08/22/2024	08/31/2025	\$49,330	H	\$9,200		\$11,630		\$5,070		\$0,920		\$1,170		8.0		\$77,320	\$101,990		\$101,990	L	\$126,650	
ELECTRICIAN:	SOUND INSTALLER		08/22/2024	12/30/2024	\$44,070		\$10,720		\$7,300	M	\$0,000		\$0,650		\$0,300	N	8.0		\$64,360	\$87,060	D	\$87,060	D	\$109,750	
ELECTRICIAN:	INSIDE WIREMAN, TECHNICIAN		02/22/2023	11/30/2023	\$52,510	P	\$10,160		\$14,330	M	\$0,000		\$0,920		\$0,260	Q	8.0		\$80,040	\$107,210	R	\$107,210	R	\$134,380	
ELECTRICIAN:	CABLE SPICER		02/22/2023	11/30/2023	\$55,140	P	\$10,160		\$14,330	M	\$0,000		\$0,920		\$0,280	Q	8.0		\$82,760	\$111,300	R	\$111,300	R	\$139,840	
FIELD SURVEYOR:	CHIEF OF PARTY (018.167-410)	S	08/22/2024	09/30/2024	\$61,510		\$12,850		\$14,650		\$5,070	G	\$1,150		\$0,150		8.0		\$95,380	\$126,140	Q	\$126,140	Q	\$156,890	
FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	S	08/22/2024	09/30/2024	\$55,860		\$12,850		\$14,650		\$4,900	G	\$1,150		\$0,150		8.0		\$89,560	\$117,490	Q	\$117,490	Q	\$145,420	
FIELD SURVEYOR:	CHAINSMAN/RODMAN (668.567-410)	S	08/22/2024	09/30/2024	\$55,280		\$12,850		\$14,650		\$4,850	G	\$1,150		\$0,150		8.0		\$88,930	\$116,570	Q	\$116,570	Q	\$144,210	
GLAZIER			08/22/2024	05/31/2025	\$58,000	I	\$9,150		\$15,750		\$0,000	V	\$0,820		\$1,260		8.0		\$84,980	\$111,480	W	\$111,480	W	\$137,980	
MARBLE FINISHER			08/22/2024	05/31/2025	\$43,380	X	\$9,250		\$5,020		\$0,000		\$1,190		\$0,510		8.0		\$59,350	\$81,040	Y	\$81,040	Z	\$102,730	AA
PAINTER:	PAINTER, LEAD ABATEMENT	AB	08/22/2024	06/30/2025	\$40,620	B	\$9,200		\$6,040		\$3,050		\$0,750		\$1,010		8.0		\$60,670	\$80,980	AC	\$80,980	AC	\$101,290	
PAINTER:	INDUSTRIAL PAINTER	AB	08/22/2024	06/30/2025	\$44,020	B	\$9,200		\$6,040		\$3,350		\$0,850		\$1,010		8.0		\$64,470	\$86,480	AC	\$86,480	AC	\$108,490	
PAINTER:	GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD)	AD	02/22/2024	01/31/2025	\$29,800	X	\$8,500		\$1,000		\$1,000		\$0,750		\$0,000		8.0		\$40,250	\$54,750		\$54,750	K	\$68,250	
PAINTER:	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	AE	02/22/2024	01/31/2025	\$19,500	X	\$8,500		\$1,000		\$1,000		\$0,750		\$0,000		8.0		\$30,750	\$40,500		\$40,500	K	\$50,250	
PAINTER:	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	AF	02/22/2024	01/31/2025	\$20,370	X	\$8,500		\$1,000		\$1,000		\$0,750		\$0,000		8.0		\$31,620	\$41,810		\$41,810	K	\$51,990	
PLASTERER			08/22/2024	07/31/2025	\$44,180		\$9,630		\$9,840		\$8,370	AG	\$1,490		\$1,190		8.0	AH	\$74,700	\$96,790	AC	\$96,790	AI	\$118,880	
PLASTER TENDER		AI	08/22/2024	08/05/2025	\$46,120		\$9,250		\$11,470		\$5,300	AK	\$1,200		\$0,960		8.0		\$74,300	\$97,360	AL	\$97,360	AM	\$120,420	
PLASTER TENDER	PLASTER CLEAN-UP LABORER		08/22/2024	08/05/2025	\$43,570		\$9,250		\$11,470		\$5,300	AK	\$1,200		\$0,960		8.0		\$71,750	\$93,540	AL	\$93,540	AM	\$115,320	
PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2024	08/31/2025	\$59,480	AN	\$9,260		\$14,300	AQ	\$0,000	AP	\$3,050		\$1,600	AQ	8.0		\$87,690	\$116,460	D	\$116,460	D	\$143,520	
PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2024	08/31/2025	\$46,890	AN	\$9,150		\$11,450	AQ	\$0,000	AP	\$2,780		\$1,600	AQ	8.0		\$71,570	\$93,890		\$93,890	AR	\$115,530	
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AS	08/22/2024	08/31/2025	\$23,020	AT	\$9,400		\$0,380		\$0,000		\$1,860		\$1,450	AQ	8.0		\$36,110	\$46,650		\$46,650	AR	\$57,180	
PLUMBER:	SERVICE & REPAIR (PLUMBER/HVAC-FITTER)		08/22/2024	08/31/2025	\$57,670	AN	\$9,260		\$13,990	AQ	\$0,000	AP	\$2,380		\$1,600	AQ	8.0		\$84,900	\$112,760		\$112,760	AU	\$138,820	AV
PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2024	08/31/2025	\$42,500	X	\$9,260		\$14,300	AQ	\$0,000	AP	\$2,440		\$1,400	AQ	8.0		\$69,900	\$91,150		\$91,150	AR	\$110,970	
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AW	08/22/2024	08/31/2025	\$19,010	X	\$3,000		\$1,160	AQ	\$0,000		\$0,100		\$1,200	AQ	8.0		\$24,470	\$33,980		\$33,980	AR	\$43,480	
PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)		08/22/2024	12/31/2024	\$47,450		\$11,910		\$15,460	AX	\$0,000		\$0,540		\$0,250		8.0		\$75,610	\$99,340		\$99,340		\$123,060	
ROOFER			08/22/2024	07/31/2025	\$49,430	AY	\$8,560		\$11,400	E	\$0,000	AZ	\$0,530		\$0,720	BA	8.0		\$70,640	\$93,190	BB	\$93,190	BB	\$115,740	
ROOFER	PITCH WORK		08/22/2024	07/31/2025	\$51,180	AY	\$8,560		\$11,400	E	\$0,000	AZ	\$0,530		\$0,720	BA	8.0		\$72,390	\$95,820	BB	\$95,820	BB	\$119,240	

https://www.dir.ca.gov/oprl/2024-2/PWD/Determinations/Subtrades/RIV.html

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GENERAL PREVAILING WAGE DETERMINATION - RIV-2024-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION HOLIDAY	VACATION/ HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE
#ROOFER	PREPARER		08/22/2024	07/31/2025**	\$50,430	AY	\$8,560		\$11,400	E	\$0,000	AZ	\$0,530		\$0,720	BA	8.0		\$71,640	\$94,690	BB	\$94,690	BB	\$117,740	
#SHEET METAL WORKER			08/22/2024	12/31/2024*	\$59,400	B	\$11,620		\$17,920	BC	\$0,000		\$0,820		\$0,720		8.0		\$90,480	\$120,180	BD	\$120,180	BD	\$149,880	
#TERRAZZO FINISHER			08/22/2024	08/31/2025**	\$42,110	H	\$9,250		\$4,600		\$0,000	BE	\$0,820		\$0,320		8.0	AR	\$57,100	\$78,160	Y	\$78,160	BE	\$99,210	AA
#TERRAZZO WORKER			08/22/2024	08/31/2025**	\$49,620	I	\$9,250		\$4,860		\$0,000	BE	\$1,150		\$0,370		8.0	AR	\$65,250	\$90,060	Y	\$90,060	BE	\$114,570	AA
#TILE FINISHER			08/22/2024	05/31/2025**	\$37,960	K	\$9,250		\$3,500		\$0,000		\$1,120		\$0,460		8.0		\$52,290	\$71,270	Y	\$71,270	Z	\$90,250	AA
#TILE LAYER			08/22/2024	05/31/2025**	\$51,820	K	\$9,250		\$8,850		\$0,000		\$1,320		\$0,570		8.0		\$71,810	\$97,720	Y	\$97,720	Z	\$123,630	AA

[Go to increase page](#)

FOOTNOTES

- \* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS, CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNTS FOR DUES CHECK OFF, CONTRACT COMPLIANCE AND VACATION WHICH ARE NOT FACTORED INTO OVERTIME RATES.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORGES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- K RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT DOUBLE TIME.
- L RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER, SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- M IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- N INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- O RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- P INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- Q IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- R RATE APPLIES TO THE FIRST 3 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- S DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- T INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$5.00 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- U INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- V INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- W RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- X INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- Y RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- Z SATURDAY OVERTIME HOURLY RATE SHALL NOT BE OWED FOR WORK PERFORMED ON A SATURDAY UNLESS AND UNTIL THE EMPLOYEE HAS WORKED 8 HOURS ON THAT DAY OR 40 HOURS OVER THE COURSE OF THE WORK WEEK OF WHICH THE SATURDAY IS A PART, WHICHEVER COMES FIRST. RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AA RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AB AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AC DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AD RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
- AE RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
- AF RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
- AG INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF

1/14/25, 9:22 AM

## GENERAL PREVAILING WAGE DETERMINATION - RIV-2024-2

- AH SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AI RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AJ THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK; FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS, FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS, ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AK INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AL ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AM RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AN INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AO INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AP AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AQ INCLUDES AN AMOUNT FOR THE P.I.P.E., LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AR SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AS PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AT INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AU SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- AV DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- AW TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- AX INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- AY INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- AZ INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
- BA INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BB RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.
- BC PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- BD RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE, SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- BE INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- BF RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK, ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.
- RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRLDPreWageDetermination.htm](http://www.dir.ca.gov/OPRLDPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRLDPreWageDetermination.htm](http://www.dir.ca.gov/OPRLDPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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## **EXHIBIT D - TERM OF CONTRACT**

### **BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES**

#### **TERM OF CONTRACT**

- A. Following approval by all parties, the Contract will commence on July 1, 2025, and shall expire June 30, 2030 (5) years thereafter, unless sooner as noted herein.
- B. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- C. Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approvals, the affected multi-year contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.



**Attachment A: Required Response Template**

ER BLOCK Plumbing, Inc.

(Bidder's Company Name)

**Instructions:**

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

**I. Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

A. Your company's full legal name, address, phone, fax, email, website.

ER BLOCK Plumbing, Inc. 10910 Hole Ave Riverside, CA 92505  
951-687-4011 erblockplumbing.inc@gmail.com

B. Prior company names (if any) and years in business; mergers, buyouts, etc.

Since 1943

C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Corp.

D. Names and titles of the principal owner(s).

David Ross - President

E. Person(s) authorized to make commitments for your company.

DAVID ROSS

F. Company history, experience, years in business for current company name.

ER BLOCK Plumbing, Inc. opened 1943  
Plumbing and Backflow.

G. Annual company revenues for the last three fiscal years.

Approx 1.4 Million per year.

H. Tax ID number.

95-3138140

I. The complete scope of services offered by your company.

Plumbing and Backflow

J. The number of clients (including governmental) served in past and present.

160

K. Special qualifications, training, credentials, recognition, or awards.

Backflow Certified

L. Contracts terminated for cause, pending litigation or legal issues.

N/A

## II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.  
David ROSS
- B. Team to be assigned for these services.  
David ROSS
- C. Qualifications of specific individuals who will work on the project.  
David ROSS - Backflow Certified 20 yrs.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.  
24/7
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.  
David ROSS
- F. Current number of employees: full-time and part-time employees.  
0
- G. Annual turnover rate of staff.  
0
- H. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.  
N/A
- I. Facilities that would be utilized to perform the required work.  
N/A
- J. Equipment that would be utilized to perform the required work.  
Backflow Testing Equipment.

## III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.  
100%
- B. Reasonableness of your fee to do the work.  
Our prices are comparable.
- C. Current resources to meet or better all task and timeline requirements herein.  
We have two backflow testers available at all times, plus 4 service technicians.
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.  
None.

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

ASAP

F. How quickly can you begin providing services if awarded the contract?

ASAP

G. Details of any improvement or upgrades your firm has designed or implemented.

Additional staff was added.

#### IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

We've provided excellent service to City of Moreno Valley for over 20 years.

B. Specific method and techniques to be employed on the project or problem.

Excellent service and experience.

#### V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How will you schedule professional and staff to ensure milestones and deadlines are met?

Staff will use our scheduling software to ensure all testing is scheduled and completed in a timely manner.

B. Provide required response time to the urgent service requests.

8-10 hrs.


C. How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

We are open 24/7, 365 days a year.

D. Provide any other relevant information that you believe would benefit City for the requested services.

We look forward to providing you with great service!

Submitted by:

Company Name	ERBlock Plumbing, Inc.
Contact Name	David Ross
Title	President
Signature	
Email	erblockplumbing.inc@gmail.com
Phone	951-687-4011
Date	2/24/25

## Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:

SIGNATURE:

PRINT NAME:

TITLE:

\_\_\_\_\_  
DAVID ROSS  
\_\_\_\_\_  
President  
\_\_\_\_\_

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- ☒ No exceptions taken
- \_\_\_\_\_  
Exception taken to the scope of work or specifications
- \_\_\_\_\_  
Exception taken to indemnification and insurance requirements
- \_\_\_\_\_  
Exception to proposed contract language
- \_\_\_\_\_  
Other
- \_\_\_\_\_

Please explain any of the checked items:

no exceptions taken

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: E.R. Block Plumbing, Inc DATE: 2/24/25

BUSINESS ADDRESS: 10910 Hole Ave Riverside CA 92505

SIGNATURE OF REPRESENTATIVE:

BY: David Ross TITLE: President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

_____	_____
_____	_____
_____	_____
_____	_____

### Attachment C: Client References

ER Block Plumbing, Inc.

(Bidder's Company Name)

1. Client's Company Name:	City of Riverside Facilities
Client Address:	3450 14th St Suite 200 Riverside 92501
Contact's Name:	Diego Martinez
Contact's Title:	Operation Facilities Manager
Contact's Telephone & FAX:	951-922-7671
Contact's Email:	Dagmartinez@rivco.org
Scope of Services/Products Provided:	County wide Backflow testing and plumbing
Project Completion Date & Value:	Ongoing \$40,000.00
2. Client's Company Name:	Riverside Superior Court
Client Address:	4050 Main St. Riverside 92501
Contact's Name:	Herbert Aceres
Contact's Title:	Facilities Engineer County wide
Contact's Telephone & FAX:	951-777-3714
Contact's Email:	HerbertAceres@riverside.courts.ca.gov
Scope of Services/Products Provided:	County wide Backflow testing and plumbing
Project Completion Date & Value:	Ongoing \$65,000.00
3. Client's Company Name:	Alvord Unified School District
Client Address:	91 KPC Parkway Corona CA 92879
Contact's Name:	Cynthia Munoz
Contact's Title:	Maintenance Operations Assistant
Contact's Telephone & FAX:	951-509-5000
Contact's Email:	Cynthia.Munoz@alvordschools.org
Scope of Services/Products Provided:	Backflow testing
Project Completion Date & Value:	Ongoing \$50,000.00
4. Client's Company Name:	City of Banning
Client Address:	176 E Lincoln St. P.O. Box 998 Banning CA 92220
Contact's Name:	Ernie Floyd
Contact's Title:	Water Department
Contact's Telephone & FAX:	951-392-7181
Contact's Email:	EFloyd@banningca.gov
Scope of Services/Products Provided:	Backflow testing
Project Completion Date & Value:	Ongoing \$20,000.00

Duplicate this form as necessary to complete list.

### Attachment D: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California  
(the State of the place of business)

County of Riverside  
(the County of the place of business)

David Ross, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is President of  
(title of the person signing this form)

ER Block Plumbing, Inc., the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By:

[Signature]  
(signature)

Printed Name:

David Ross  
(name of the person signing this form)

Title:

President  
(title of the person signing this form)

Notary is required for this bid.

# Proposal



Proposal Submitted to:	Date: 2/24/ 25
Address:	951-687-4011
City, State, Zip Code:	
Job Location: City of Moreno Valley	

**Backflow Testing \$35 per test form**

**Repair Work \$125 per hour**

**Emergency Repairs \$175 per hour**

**Mark up is 15%**

***Price is valid from February 2025 - June 2026***

***NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 14 DAYS***

**Acceptance of Proposal** – THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_