

DRAFT

SCOPE OF WORK

1. Contractor agrees to provide California Department of Veterans Affairs, hereinafter the "State", with **Boilers Preventive Maintenance & Repair Services**. Services shall be provided at the Veterans Home of California –West Los Angeles, hereinafter the "Home", located at 11500 Nimitz Avenue, CA 90049.
2. The term of this Agreement is from **April 1, 2013 through and including June 30, 2015**.
3. The project representatives during the term of this Agreement will be:

CDVA/Veterans Home of CA – West Los Angeles	
Name: Peter Cho, Chief of Plant Operations II Contract Manager	Name:
Address: 11500 Nimitz Avenue Los Angeles, CA 90049	
Phone: (424) 832-8292	Phone:
Fax: (424) 832-8295	Fax:

Direct all Agreement inquiries to:

CDVA/Veterans Home of CA – West Los Angeles	
Name: Stanja L. Cherry, Procurement & Svcs Officer	Name:
Phone: (424) 832-8242	Phone:
Fax: (424) 832-8215	Fax:

Contract Managers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Manager including, name, title, mailing address, phone and fax number.

4. The Contractor shall furnish all labor including equipment technicians, tools, equipment, factory authorized parts, transportation and repair time (excluding travel), materials and every other item of expense necessary to provide Boilers Model FLX, Make: Cleaver Brooks, Preventive Maintenance and Repair Services at the Veterans Home of California located at 11500 Nimitz Avenue, as stated herein. This Agreement includes Annual Preventive Maintenance and performance assurance including testing, and documentation as described in Exhibit A, Attachment I to meet all current requirements of the Health and Safety Code, California Code of Regulations – Title 22 (22CCR), State of California Air Quality Management District (AQMD), Environmental Protection Agency (EPA) and any other applicable federal law, regulation or standard.
5. Qualifications of Personnel: All service performed under this Agreement shall be performed by qualified service technicians in the employment or under the direction of the Contractor. Services shall be performed only by Contractor's service technicians who meet the minimum requirements below:

- a) Contractor shall have a minimum of two (2) service technician(s) who have been factory-trained on the equipment specified herein. Contractor shall provide the State with proof of the required training for each of the service technicians providing services under this Agreement.
 - b) If the Contractor is unable to provide service technician(s) with the appropriate factory training, a minimum of three (3) consecutive years of experience in maintaining and repairing equipment specified herein may be substituted. Contractor shall provide the State with proof of the required experience for each of the service technicians providing services under this Agreement. Acceptable proof would be a résumé showing experience, years of training and factory school completion.
6. Preventive Maintenance: Contractor shall perform Annual Preventative Maintenance on each Boiler(s) Model FLX on site. Annual Preventive Maintenance shall consist of pre-scheduled recurring preventive maintenance actions listed in the Task Action List (Exhibit A, Attachment I) that shall be performed on a yearly interval determined by equipment operating hours that may be recommended by the equipment manufacturer. These annual tasks are designed to prepare the equipment for prime operating condition so that the equipment will operate effectively, reliably, and efficiently during the peak demand months.
- a) Replacement parts, oil, lubricant and materials shall be included as required to perform Major Operating Inspection(s), Routine Operating Inspection(s), and Annual Preventive Maintenance tasks. Maintenance services to include maintenance equipment, supplies, parts and materials, and labor shall be included in the Annual Preventive Maintenance charge at no additional cost to the State.
 - b) Contractor shall provide Annual Preventive Maintenance Services for the equipment specified herein in accordance with the Task Action List (Exhibit A, Attachment I). Services shall be performed during standard business hours 7:00 a.m. to 5:00 p.m., Monday thru Friday. Holidays and weekends are excluded. Contractor shall provide the requested Annual Preventive Maintenance services during the month specified by the State.
 - c) Contractor shall provide the Home such documentation of the equipment inspection and maintenance as may be required for licensing and accreditation purposes.
7. Repair Service: Contractor shall provide unlimited visits for any non-emergency repair services requested or necessary to keep the equipment fully operational. Any parts requiring replacement shall be replaced in accordance with the original equipment manufacturer's instructions. Repair services shall be provided upon telephone request from the Contract Manager. Contractor shall respond to requests for repair service within one (1) business day. Every effort shall be made to perform repair requests during normal business hours. The State may, at its discretion, allow access to the equipment during non-normal business hours when necessary. Non-emergency repair services performed outside of normal business hours as specified herein shall be approved in advance in writing by the Contract Manager.
- a) Repair services that are provided during standard business hours (Monday through Friday, 7:00 AM to 5:00 PM) shall be billable at the Contractor's Standard Business Hour Technician Hourly Rate (Exhibit B). Repair services performed during non-standard business hours as specified herein shall be billable at the Contractor's applicable Standard Business Hour Technician Hourly Rate (Exhibit B). Repair service on Sundays and holidays as specified

herein shall be billable at the Contractor's applicable Sunday and Holiday Technician Hourly Rate (Exhibit B).

- b) Contractor shall make every attempt to complete repairs the same working day. Unless the repair requires part(s) that must be ordered, no repair may take longer than two (2) working days to complete. When a delay in repair will occur due to part(s) that must be ordered, written notification shall be presented to the Contract Manager immediately.
 - c) For non-emergency calls, Contractor shall provide the Home an estimated time of arrival to perform the requested service. Failure to respond to requests for service as specified herein may be cause for liquidated damages to be assessed against Contractor (see Liquidated Damages).
8. Emergency Repair Service: Contractor shall provide any necessary emergency repairs upon request from the Contract Manager. Contractor shall respond to requests for emergency repair within four (4) hours of telephone notification by the Contract Manager. When possible, emergency repairs shall be performed during standard business hours as specified herein. The State may, at its discretion, allow access to the equipment during non-standard business hours when necessary. Any emergency repair service provided shall be completed the same working day, unless written notification of delay is submitted to the Contract Manager immediately upon diagnosis of equipment deficiency. Any parts requiring replacement shall be replaced in accordance with manufacturer's instructions.
9. Documentation Requirements: After completion of service, the Contractor shall submit a complete report to the Contract Manager of the service provided, including any necessary repairs. Report shall include:
- a) Date of service,
 - b) Description of service provided, including replacement of any worn parts,
 - c) Name and signature of service technician,
 - d) Location of equipment,
 - e) Equipment make, model and serial number,
 - f) Description of any noted deficiencies and suggested corrective action,
 - g) Total labor hours expended,
 - h) Signature of State employee certifying indicated services were performed.
10. Parts: All parts used in the performance of this Agreement shall be new manufactured parts that meet Original Equipment Manual (OEM) specifications. Any parts that have been replaced become the property of the Home. Replacement parts shall be stocked by the Contractor for each Boiler(s) Model FLX based upon the OEM recommendations for: routine expendable parts, normal annual stop replacement parts and multi-year stop replacement parts where applicable. Contractor shall stock parts locally or have access to vendor-stocked parts for immediate delivery. Parts are billable separately from this Agreement.
11. Warranty:
- a) Contractor warrant(s) all work performed for ninety (90) days.
 - b) Material is warranted by manufacturer. Contractor will facilitate the warranty exchange on parts sold by Contractor for the duration of the manufacturer's warranty period.
 - c) Contractor shall provide labor at no charge for material that fails under warranty conditions for ninety (90) days. After the ninety (90) days, labor is billable.

12. Workmanship: All work provided by the Contractor shall conform to the latest requirements of federal, state, city and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement. All services provided by the Contractor, including Annual Preventive Maintenance, shall conform to all applicable city, county, state and federal laws, ordinances, regulations, guidelines, pamphlets, circulation letters, or any other applicable directive. This includes, but is not limited to 17CCR and 22CCR.
13. Work Area: Contractor shall ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for staff and residents. While working on equipment, Contractor shall perform services with as little as disruption to the State's operations as possible. All tools, equipment and other work materials belonging to the Contractor shall be removed from the Home at the end of each working day. The State will not be responsible for storage of any Contractor property.
14. Business License: Contractors located within the State of California shall provide a business license from the city/county in which the business is headquartered. For corporations, a copy of incorporation documents/letter from the Secretary of State's Office is required. Contractors outside the State of California shall include a copy of the business license or incorporation papers from the respective state showing that the company is in good standing in that State.
15. Visitor Sign-In: Each service technician or Contractor representative shall comply with Home policy regarding sign-in and sign-out at the main lobby reception desk of the Home and shall wear the Home issued visitor I.D. badge and either the company issued badge with photo identification/company name, or company issued uniform bearing the company logo during the entire time the technician or representative is on Home grounds.
16. Contractor shall be considered an independent contractor, and as such, shall not be entitled to any employee benefits afforded civil service employees.
17. Liquidated Damages: The Contractor shall complete services within the time frames specified herein. The time for completion of the work may be extended by the State for a reasonable period of time when there is delay in the Contractor's performance of the work caused by unavoidable delay in receiving ordered parts, acts of God, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusual action of the elements, provided that the Contractor shall notify the Contract Manager in writing of the causes of delay within two days from the beginning of any delay. If the work is not completed within the time required, causing an unacceptable delay in the operability of the equipment, Contractor shall pay the State, as liquidated damages, the sum of money stipulated herein.
- a) Liquidated damages are hereby set at the rate of \$50.00 per hour for each hour Contractor fails to respond to requests for service past the specified response time.
 - b) Liquidated damages are hereby set at the rate of \$100.00 per day for each day Contractor fails to complete work past the specified completion date. If the Contractor fails to pay liquidated damages, the State may deduct the amount thereof from any money due or that may become due the Contractor under this Agreement.

**EXHIBIT A
ATTACHMENT I**

**VETERANS HOME OF CALIFORNIA – WEST LOS ANGELES
Task Action List**

**Annual Preventative Maintenance
Scope of Work**

- 1. Tune-up three (3) Cleaver-Brooks Boilers as needed.**
- 2. Hydrostatically test boiler to design pressure prior to draining to ensure tube and pressure vessel integrity. Advise if repairs are needed.**
- 3. Drain boiler and remove front and rear waterside head plates.**
- 4. Clean and punch tubes to remove all loose debris and scale.**
- 5. Flush with spray nozzle water hose.**
- 6. Clean and flush the feeder(s) and equalizing lines.**
- 7. Access, if possible, and inspect/ clean feed water piping to boiler.**
- 8. Inspect and clean strainer baskets associated with boiler service.**
- 9. Inspect for electrolysis wear as components are disassembled, report as to the condition.**
- 10. Install new factory original head plate gaskets, seal and close boiler.**
- 11. Inspect and point up normal wear and tear refractory firebox cracks.**
- 12. Inspect and clean existing atmospheric burner heads and orifices.**
- 13. Inspect and clean underside of fireside boiler tubes.**
- 14. Inspect and clean stack at draft regulator entrance and at stack termination.**
- 15. Check for properly weighted damper, set if necessary.**
- 16. Check draft gauge for accuracy, if so existing.**
- 17. Open drip traps and vent lines of gas components, including the main gas regulator; inspect and clean.**
- 18. Flush out and clean blow-down and condensate tanks if applicable.*****
- 19. Replace gauge glass, nuts and grommets at elevated compression tank if applicable.*****
- 20. Lubricate, if necessary, and amp test each boiler feed pump.**
- 21. Test fire boiler and test operating and low water cut off controls for proper operation.**
- 22. Monthly Emissions AQMD Monitoring on all three (3) Boilers.**
- 23. Annual Source Test on all three (3) Boilers**
- 24. Check N.O. vent valve for proper operation, if so existing.**
- 25. Relief valve test: With boiler at 75% max PRV setting, lift PRV manually for 5 sec. minimum.**
- 26. Check for leaks at valve packing and drain lines.**
- 27. Stand-by for one complete cycle of operation.**
- 28. Leave work area clean.**