



Refrigeration Control Company Inc.
470 RAILROAD STREET, CORONA CA 92882
Office 951-371-3000 Fax 951-371-3011
REFRIGERATION *AIR CONDITIONING * HEATING

PROVISIONING CONTRACT OF SERVICES

This Provisioning renewal contract is entered into this 1st day of July 2023, by and between, here Refrigeration Control Company Inc. in after referred to as "Provisioner", and the Azusa Unified School District, hereinafter, referred to as "District". Provisioner and District agree as follows:

1. **Offer periodic maintenance, repair and service of all refrigerators and freezers.**
2. **Schedule.** Each site, including the warehouse, will receive (1) maintenance visit a year.
3. **Benefits and Requirements:**
 - a. Perform the contract and complete in a workman like manner all the work required in connection with the Request for Proposal issued on March 17, 2023, for freezer and refrigeration preventative maintenance and repair services in strict conformity with contract documents.
 - b. Ensure all documents as indicated in RFP are current. This includes insurance documents as specified in the RFP.
4. **Indemnification.** Provisioner shall indemnify, defend, and hold District (and all staff and board members) harmless from and against all damage, loss, injury, liability, expense, liens, claims, costs (including attorney's fees) and assertions arising out of Provisioner's conduct or improper procedures, or from Provisioner's breach or default under this Contract. The indemnity, however, shall not apply to the extent (and only the extent) that District was negligent in its handling or subsequent use of the food product following proper procedures and delivery by provisioner.
5. To the extent that there are any inconsistencies or differences in any terms or provisions contained in the District's Agreement when compared to any terms or provisions contained in any attachment or addendum to the District's Agreement requested by the Provisioner, the terms and provisions of the District's Agreement shall be controlling and shall supersede any terms and provisions in the Provisioner's attachment or addendum.
6. **Term.** This contract shall cover the period for the 2023-2024 school year effective July 1, 2023, through June 30, 2024 and shall be renewable for one year upon mutual agreement of parties.
7. **Pricing.** (*Minimum 1 hour labor charge*)

Regular time rate \$146.50 per hour, billed in ¼ hour increments, 7am-4pm Mon.-Fri.

Overtime rate is \$209.75 per hour, billed in ¼ hour increments, after 4:00pm on weekdays and on Saturday's 8:00am-5:00pm.

Premium time rate is \$241.65 per hour, billed in ¼ hour increments, after 5:00pm Saturdays, all day Sunday and holidays.

Certified payroll regular rate (prevailing wage) \$207.00 per hour, 7am-4pm Mon.-Fri.

Certified payroll overtime rate (prevailing wage) \$300.50 per hour, after 4:00pm on weekdays and on Saturday's 8:00am-5:00pm.

Certified payroll Weekend/Holiday rate (prevailing wage) \$347.25 per hour, after 5:00pm Saturdays, all day Sunday and holidays.

* Any installation, service, or maintenance that we perform on any equipment that is NOT permanently affixed as an integral part of the buildings/structures is NOT considered a "Public Work" and as such is not covered under the Public Works and prevailing wage laws.

Subsequently any work RCC performs on attached or affixed equipment to the building or real estate is covered under the Public Works and subject to Prevailing Wage requirements. This would include installation, service, or maintenance work of any type on walk-in coolers/freezers, ice machines and any HVAC work.

Work on stand-alone reach in coolers/freezers, milk coolers, ice machines would NOT be considered "Public Works". However, in the case where any of this equipment has remote condensing equipment which would be "affixed" to the real estate by way of bolts, fasteners, clamp, water lines and permanent wiring installation, it WOULD be considered to "Public Works" and subject to Prevailing Wage requirements because the remote compressors/condensing equipment is an integral part of this equipment and it is obviously affixed to building or real estate.

8. **Default.** If the Provisioner be in default under any term of this Contract, District shall have the right to terminate this Contract upon 30 day's written notice to Provisioner (with opportunity to cure). If provisioner does not cure such default within 30-day period (or, if the default relates to an improper procedure, such cure period can be accelerated in District's reasonable discretion), this Contract shall be automatically terminated, with the exception of Section 5 hereof which shall survive. The foregoing termination remedy shall be in addition to any other rights District may under law equity.

VENDOR:


(Signature)

Norma Craven
(Printed Name)

Refrigeration Control Co., Inc.
(Company Name)

470 Railroad St., Corona, CA 92882
(Address)

951-371-3000
(Telephone)

20-5348582
(Social Security or Tax ID Number)

accounting@coolrcc.com
(*Email Address)

*Copy of executed contract to be distributed
Electronically to provided email address.

DISTRICT:

Latasha Jamal
Assistant Superintendent
Azusa Unified School District
546 South Citrus Avenue
Azusa, CA 91702

Business Services

(Date Signed)

Type of Business Entity: Individual Sole Prop Partnership Corporation Other



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470 RAILROAD STREET, CORONA CA 92882
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REFRIGERATION *AIR CONDITIONING * HEATING

Azusa USD
Rate sheet 04/19/2023

Current rates:

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(minimum 1 hour labor charge)

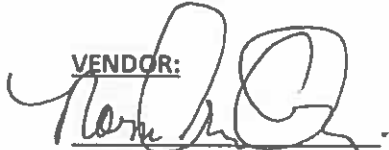
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You call us 24/7 to assist with your refrigeration and air conditioning/heating needs by contacting us at (951) 371-3000 or email us, accounting@coolrcc.com.



VENDOR:

(Signature)

Norma Craven, office manager
(Printed Name)

Refrigeration Control Co., Inc
(Company Name)

470 Railroad St.
(Address)

Corona CA 92882

951-371-3000
(Telephone)

20-5348582
(Social Security or Tax ID Number)

accounting@coolrcc.com
(*Email Address)

DISTRICT:

Latasha Jamal
Assistant Superintendent
Business Services
Azusa Unified School District
546 South Citrus Avenue
Azusa, CA 91702

(Date Signed)

Type of Business Entity: Individual Sole Prop Partnership Corporation Other

(For District Office Use Only)
Board Approved on _____
Purchase Order Report No. _____

Azusa Unified School District
Contracts School Year 2023-2024

AUSD Contract No. _____