

Attachment 1

CITYWIDE ON-CALL FACILITY AND PARK REPAIR SERVICES

City of Lake Forest
100 Civic Center Dr.
Lake Forest, CA 92630



City of Lake Forest
Agreement for Maintenance Services
Citywide On-Call Facility and Park Repair Services

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This Agreement is made and entered into this _____ day of _____, _____, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 100 Civic Center Drive, Lake Forest 92630 (“City”) and Jamey Clark Inc., a California Corporation (Inc.) , with its principal place of business at 23151 Alcalde Dr. Suite B4, Laguna Hills, CA 92653 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

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2. RECITALS.

2.1. Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Citywide On-Call Facility and Park Repair Services maintenance services required by the City which shall be performance in accordance with the terms and conditions set forth in this Agreement and all plans, specifications and other contract documents attached to or incorporated into this Agreement. Contractor represents that it is experienced in providing Citywide On-Call Facility and Park Repair Services maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2. Project.

City desires to engage Contractor to render such services for the Citywide On-Call Facility and Park Repair Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1. Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Citywide On-Call Facility and Park Repair Services maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2024 to June 30, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2. Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Thomas E. Wheeler, Director of Public Works, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Mike Schmidt, Vice President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and

regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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3.2.10.3 It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

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3.2.13.1 Storm Water Management. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor must comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the City of Lake Forest Local Implementation Plan ("LIP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<http://www.ocwatersheds.com/documents/damp/mapplan>

A copy of the LIP is available on the internet at:

<http://www.lakeforestca.gov/296/Local-Implementation-Plan-LIP>

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, standards and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers

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from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, policies and standards described in Sections 3.2.13.2, 3.2.13.3 and 3.2.13.4 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3. Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed FOUR HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$484,200.00) without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4. Accounting Records.

3.4.1 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.

3.5. General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.1 Additional Services. 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, services similar to those terminated.

3.5.2 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:

Contractor:	Jamey Clark Inc. 23151 Alcalde Dr. Suite B4 Laguna Hills, CA 92653 ATTN: Mike Schmidt, Vice President
City:	City of Lake Forest 100 Civic Center Drive Lake Forest, CA 92630 ATTN: City Clerk

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.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 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, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor-, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also

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comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6. Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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4. SIGNATURES.

4.1. SIGNATURES.

CITY OF LAKE FOREST

By:

Mark Tetterer
Mayor

Jamey Clark Inc.

By:

DocuSigned by:
James L. Clark
BF353D485DB8484...

James L. Clark
President

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

ATTEST:

By:

Lisa Berglund
City Clerk

By:

DocuSigned by:
James L. Clark
BF353D485DB8484...

James L. Clark
Secretary (Corporation or LLC)

APPROVED AS TO FORM:

By:

DocuSigned by:
Matthew Richardson
AE0F8B7C7BDD40D...

Best Best & Krieger LLP
City Attorney

5. EXHIBIT "A" SCOPE OF MAINTENANCE SERVICES

5.1. EXHIBIT "A" SCOPE OF MAINTENANCE SERVICES

DEFINITIONS

Whenever the following terms are used in this agreement, they shall have the following meaning:

- A. "Athletic and Physical Development Equipment" - Shall include, but not be limited to, all physical fitness courses, tennis court equipment, volleyball court equipment, basketball court equipment, and exercise equipment.
- B. "BID ITEM" – Individual items of work in the Contractor's proposal at an agreed Unit Price for the specified Item of Work.
- C. "CITY" - The City of Lake Forest.
- D. "City Manager" - The fully appointed City Manager of the City or his/her authorized representative.
- E. "contractor" - The managing individual of the contracting entity or his/her authorized employees or representatives.
- F. "Major Maintenance and Repair Work" - Is defined as repairs and maintenance work amounting to more than \$500.
- G. "Minor Maintenance and Repair Work" - Is defined as repairs and maintenance work amounting to less than \$500.
- H. "Park Equipment" - Shall include, but not be limited to, all park benches, litter containers, and litter container holders, tot lot benches, picnic tables, barbecues, bike racks.
- A. "Periodic Inspection" – Routinely scheduled or randomly noticed inspection or audit conducted by City.
- B. "Play Equipment" - Shall include, but not be limited to, all slides, climbers, rocking and bouncing equipment, whirls, swings, play structures.
- C. "PUBLIC WORKS Director" - The official designated as the Public Works Director of City, or any of his/her authorized representatives.
- L. "PUBLIC WORKS MANAGER" – The Public Works Director's designee for administering the Contractor's work under this agreement, or any of his/her authorized representatives.

1.00 STANDARDS OF WORK and contractor responsibility

- 1.01 Contractor shall provide all labor, materials, tools and equipment necessary to provide on-call maintenance and repairs services on all City-owned Facilities, equipment, parks, and playgrounds including an optional annual safety inspection for all City parks as listed under Section 2. All work shall be completed on a time and materials basis.

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- 1.02 The work required for on-call maintenance and repair services will be primarily determined from requests for services and/or inspections generated daily, weekly, and monthly from City inspectors, inspection contractors, and public property and facility users. The Contractor shall provide City staff with contact information during and after hours for the use of service requests.
- 1.03 Additionally, the contractor will take the initiative to find out and report the condition of equipment, site amenities, and the condition of City property, in general, while performing maintenance to ensure complete safety for use by the public.
- 1.04 Upon notification by the City, work shall proceed immediately. Where warning devices or caution tape have been installed around potential hazards or areas where work is to be performed upon notification by the City, the Contractor shall immediately proceed. If materials are delayed or other delays occur, the Contractor shall be responsible for daily checking and maintaining adequate warning devices, caution tape, etc., around all potential hazards to adequately warn the public. Warning devices are to remain in place while work is proceeding and until the potential hazards are eliminated.
- 1.05 The objective of the required service is to have available at the project sites the tools and knowledge necessary to make safety repairs or mitigate a potentially hazardous condition as soon as it is observed by the Contractor or when reported City staff.
- 1.06 All unauthorized work will be at no expense to the City and solely the Contractor's responsibility. All work conducted under this contract shall be compensated on a time and materials basis.
- 1.07 All materials and supplies shall be new, high quality, free of defects, designed for their intended use and shall be subject to the Public Works Manager or designee's approval prior to use or installation. Replacement parts and materials should be from the same manufacturer as the part being replaced and must be listed and approved by the Consumer Products Safety Commission and/or Underwriters' Laboratories (UL). Any deviation in replacing of original equipment unless otherwise authorized will result in a performance deficiency deduction. In addition, the Contractor is responsible for all liabilities resulting in utilizing unauthorized materials. Material markups shall not exceed ten (10) percent.
- 1.08 When proceeding to accomplish authorized maintenance, follow the directions and events listed below:
 - A. Before terminating any work being performed, Contractor shall perform a thorough clean up and remove any debris generated. A final inspection must be performed by the Contractor to insure that all necessary work is complete before leaving the park/facility.
 - B. Acceptance of work by the City for payment will occur when bills are received and approved. Warranty period will continue for a period of one (1) year from the date of acceptance by the City.
 - C. **Error! Filename not specified.** Failure to comply with conditions, specifications, schedules, and directives from the Public Works Manager or designee will result in a performance deficiency deduction.

Title: Citywide On-Call Facility and Park Repair Services

D. All unsatisfactory work believed to be complete by the Contractor and submitted for billing shall be set aside and considered incomplete until work is performed again to the satisfaction of the City. Removals and rework shall be completed immediately by the Contractor and shall be at no additional expense to the City.

E. Work left idle, incomplete, or not commencing immediately upon notification to the Contractor to proceed shall be subject to a performance deficiency deduction for failure to protect the public.

F. The objective of the required service is to have available on the project sites the tools and knowledge needed to make repairs or mitigate a potentially hazardous condition as soon as it is observed.

G. Physical repairs will be conducted by personnel trained in park and facilities risk management as promoted and specified through the California Parks and Recreation Society.

2.00 Locations of Work

2.01 Location of work includes all City-owned facilities and parks within the City of Lake Forest. This will require the contractor to work in the public right-of-way. Due to the sensitive nature of the working environment, contractor shall protect the public at all times. Proper safety practices as well as approved traffic control (e.g., WATCH Manual) will be strictly enforced. Failure to provide a safe work environment or approved traffic control may result in a performance deficiency deduction.

2.01.1 Facilities Inventory

City Hall Administrative Offices | Community Policing Building

- 52,000 sf, Two Floors
- Large areas of Open Office (approximately 4,000 sf per floor) for about 30 employees
- Mix of Private Offices
- Small POs are 150 sf. Medium are 245 sf. Large are 400 sf.
- Mix of reconfigurable Conference Room sizes

Council Chambers | Performing Arts Building

- 14,000 sf
- 200 Seats

Senior Center Building

- 17,000 sf, One Floor
- Catering Kitchen

Title: Citywide On-Call Facility and Park Repair Services

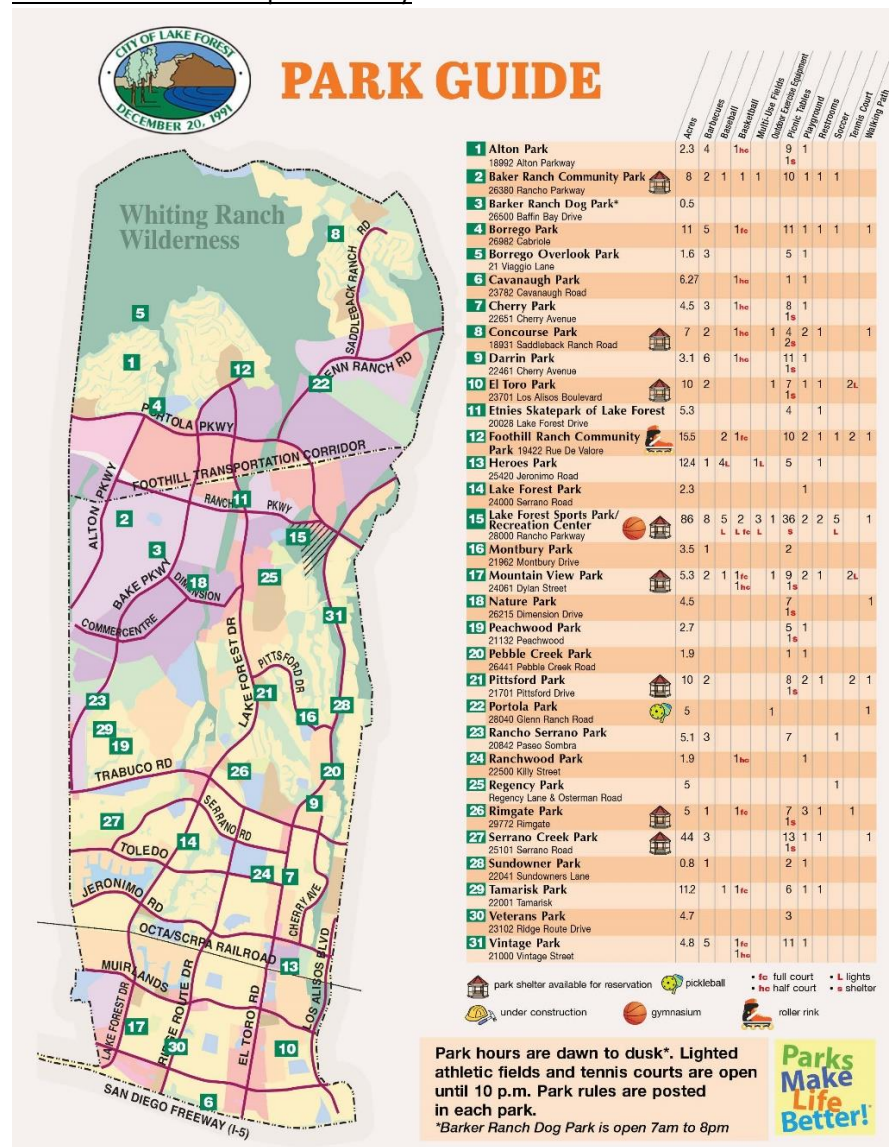
Community Center Building

- 18,000 sf, One Floor
- A few small offices
- Medium reconfigurable Conference Rooms
- Banquet Rooms-folding tables, chairs, etc.
- Exterior dining and lounge areas

2 Story Parking Garage

- 109,340 sq. ft. / 308 parking spaces
- 21 electric vehicle charging stations 12 stations on first level and 9 stations on second level

2.01.2 Parks Landscape Inventory



2.01.3 Median, PARKWAY, and SLOPE Landscape Inventory

Aliso Park Drive	Los Alisos
Alton Parkway	Muirlands Boulevard
Bake Parkway	Old Trabuco Road
Chaparral Lane	Ridge Route Drive
Cherry Avenue	Rockfield Boulevard
Creekside Drive	Santa Margarita Parkway
Dimension Drive	Serrano Road
El Toro Road	Timberland Way
Jeronimo Road	Toledo Way
Lake Forest Drive	Trabuco Road
Laurelwood Street	

3.00 Annual Park Playground Safety Inspection

- 3.01 The annual park and playground safety inspection shall be scheduled at the discretion of the City. Maintenance personnel shall be CPSI certified and have a complete and thorough understanding of the National Safety Standards for Parks and Recreation Facilities as specified by the Department of Consumer Affairs, the Consumer Products Safety Commission Guidelines for Playground, Parkland Safety as well as A.S.T.M. 1487.

The work shall consist of performing annual playground, athletic and physical development equipment safety inspections to ensure compliance with all current and new ASTM and CPSC standards, safety codes, and regulations. In addition, the Contractor shall provide minor maintenance and repair to playground, athletic and physical development equipment to ensure equipment is in a safe, and usable condition at all times.

The work shall also consist of performing annual general park safety inspections to ensure that all park furnishings, fencing, amenities and signage are kept in a safe and usable condition.

A. Performance:

1. All City parks shall be inspected on a biannual basis with inspections commencing at the direction of the City. General - Inspection: All park equipment, play equipment and athletic and physical development equipment shall be inspected and maintained/repared in accordance with the following criteria:
- B. All equipment shall be inspected to identify deficiencies in the overall stability, rigidity and proper ground anchoring of all equipment.
 1. All nuts and bolts, lag screws, metal bands, brackets, set screws, fasteners, welded joints and other miscellaneous hardware parts shall be inspected for serviceability and tightened at the time of inspection, repaired or replaced if loose, worn and/or damaged.

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2. All protruding nuts and bolts, lag screws, etc., shall be capped with an approved safety cap, countersunk, filed or sanded flush to prevent injury.
 3. All bent, broken, missing or severely worn pipe on all structures and equipment shall be repaired or replaced. Equipment shall be taken out of service if repairs cannot be made promptly.
 4. All sharp edges and/or burrs on all metal and plastic parts and accessories shall be sanded, mechanically ground or filed to provide a smooth surface. All metal surfaces sanded, ground or filed, shall be painted first with a rust inhibiting primer then a finish coat shall be applied to match the existing color coating where applicable.
 5. All moving parts to include but not be limited to swing hangers, S-hooks, bearings, ball and socket joints, etc., shall be inspected for erosion or wear and shall be replaced when the wear is affecting the safe operation of the equipment. If any moving parts are found to be damaged and affecting the safe operation of the equipment, the affected equipment shall be taken out of service and the Public Works Supervisor must be notified the same day.
 6. All grease fittings (zerk fittings) shall be cleaned and parts serviced by these fittings shall be lubricated at each inspection. Contractor shall replace all clogged grease fittings. Moving parts without grease fittings shall be lubricated, if practicable, to be determined by the Public Works Supervisor.
 7. All chains on all chain-constructed equipment and ladders and on chain-suspended equipment shall be inspected for wear, wearing away and erosion and replaced by Contractor when necessary or when directed by the Public Works Supervisor.
 8. All surface rust on all metallic surfaces shall be removed and the cleaned area treated with a rust inhibiting primer and a finish coat applied to match the existing color coat where applicable. Galvanized surfaces shall be painted with galvaloy or equivalent product approved by the City. Barbecues shall be painted with a heat resistant paint tolerant from 1000 - 2000 F. All severely rusted metallic parts shall be replaced.
 9. All wooden structures and/or equipment shall be inspected for potential vandalism or other damage such as cracking, checking, dry rot, splintering, graffiti, termite damage, shaking, etc., and shall be repaired/ replaced/repainted when necessary or when required by the Public Works Supervisor. Any equipment presenting a safety hazard shall be taken out of service immediately and the Public Works Supervisor shall be notified the same day.
 10. All wood structures requiring repair or replacement shall constructed using treated lumber.
 11. Inspect and measure woodchip levels.
- C. Play Equipment - Inspection/Maintenance: The following items of work shall be performed in addition to the General - Inspection/Maintenance requirements at each scheduled quarterly inspection.

1. Swings:

- a. The Contractor shall ensure that all S-hooks are closed tightly on all swing assemblies.
- b. The Contractor shall ensure that all S-hooks are not worn past 40% material loss. Should a hook exceed 40% material loss, remove the swing from service and notify the Public Works Supervisor immediately.
- c. All partially slashed, damaged or severely weathered swing seats shall be replaced or taken out of service immediately. Replacement seats shall be slash-proof.
- d. The Contractor shall ensure that all safety straps/bars and chains on all infant swing seats are present and operational. Missing and/or damaged safety straps/bars shall be repaired/ replaced. If missing or damaged, remove from service and contact the City immediately.

2. Rocking/Bouncing Equipment:

- a. All broken, cracked and/or fatigued springs shall be replaced or taken out of service immediately or when directed by the City.
- b. All broken, brittle and/or cracked plastic seats and parts shall be repaired, replaced or taken out of service immediately.

3. Slides:

- a. The Contractor shall ensure the bedway exits of all slides are parallel to the ground.
- b. All bedways, bedrails, handrails and ladders shall be examined for foreign objects, holes, separation at joints and/or cracks and repaired/replaced when necessary or when directed by the City.

D. Athletic and Physical Development Equipment –Inspection / Maintenance:1. Physical Fitness Courses:

- a. All signs on all physical fitness courses shall be maintained in accordance with the following criteria:
 1. All signs shall be clearly legible and free of graffiti.
 2. All activity description signs shall correspond to the intended use of the exercise equipment at each location.
 3. Damaged or missing signs shall be repaired/replaced when necessary or when directed by the City.

2. Tennis Court Equipment:

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- a. All severely worn and/or damaged nets shall be replaced when necessary or when directed by the City. Any net posing a safety hazard shall be taken out of service immediately and the City shall be notified the same day. Replacement nets shall meet the following criteria:
 - 1) Headband - Shall consist of 46 oz. vinyl coated polyester fabric with a sun-protecting urethane coating and shall be quadruple stitched with polyester or dacron thread or approved equal.
 - 2) Net Body - Shall consist of a minimum of 3 millimeter (3mm) black, braided, polyethylene cord treated to resist sun, water, scuff and abrasion. Cord shall have a minimum breaking strength of 285 lbs. Net shall include heavy duty side tapes with sleeves for sidesticks (sidesticks shall be included). Net base shall have extra heavy bottom tape.
 - 3) Cable - Shall consist of a minimum of 3/16 inch or 5 mm diameter galvanized steel cable with a polyvinyl coating resistant to ultraviolet deterioration. Cable shall be guaranteed to withstand 3600 lbs. tension.
 - b. All center net straps shall be replaced upon inspection if damaged or missing, where applicable.
 - c. All damaged or missing net post reels shall be repaired/replaced when necessary or when required by the Public Works Superintendent.
3. Volleyball Court Equipment:
- A. All missing volleyball net posts shall be replaced when directed by the City.
 - B. All missing and/or damaged volleyball nets shall be replaced when directed by the City.
4. Basketball Court Equipment:
- a. All nylon basketball goal nets shall be replaced if torn. The use of metal nets is prohibited.
 - b. All replacement nets shall be made of nylon, hourglass shape and size shall be appropriate to fit basketball rim.
 - c. All basketball rims shall be inspected to ensure that all net holders are preset (if applicable). All basketball rims shall be replaced if net holders and/or rims are missing, cracked, severely rusted and/or worn to a point where breakage is imminent.

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- d. All basketball backboards shall be inspected for cracking, dry rot, brittleness, etc. and all structurally deficient or broken backboards shall be taken out of service or removed immediately.

3.02 Impact Attenuation Testing:

At Serrano Creek Park, Pittsford Park, El Toro Park, Lake Forest Park, Cherry Park, Mountain View Park, Darrin Park, Peachwood Park, Rimgate Park, Pebble Creek Park, Borrego Overlook Park, Baker Ranch Park, Vintage Park, and the Sports Park. Contractor will perform Impact Attenuation Testing on the fall zones that have poured in place (PIP) rubber as the impact attenuation safety surfacing.

Impact Attenuation Testing is necessary to ensure compliance with ASTM 1292, ASTM 1951, ASTM 2223, ASTM 1487 Standards and The CPSC Handbook #325. The Impact Attenuation Field Test shall be performed by a NPSI Certified Playground Safety Inspector, Certified to administer the Triax 2010 drop test. The Field Test(s) shall include a printed report of the Impact Test(s) findings, printed photographs of the Field Test(s), the conditions at the time of the Field Test(s) and one (1) hour consultation time. A Certification shall be issued for each playground in complete compliance with ASTM F-1292-09 and ASTM F-2223-10

4.00 ENFORCEMENT, DEDUCTIONS AND LIQUIDATED DAMAGES

- 4.01 The Public Works Manager shall be responsible for the enforcement of this Contract on behalf of City. In addition to deductions stipulated in other sections of this agreement, the Public Works Manager may enforce deductions in accordance with this Section.
- 4.02 If, in the judgment of the Public Works Manager, the Contractor is deemed non-compliant with the terms and obligations of the Contract, the Public Works Manager, may, in addition to other remedies provided herein, deduct up to pro-rata from the Contractor's invoice for work not performed, and/or deduct liquidated damages. Notification of the amount to be withheld or deducted from payments to Contractor will be forwarded to the Contractor by the Public Works Manager in a written notice describing the reasons for said action. The written notice shall provide the Public Works Manager's reason for any deductions so imposed. Work will be considered not to have been performed when any of the following but not limited to conditions exists:
 - The work tasks in an area were not performed in strict accordance with the performance standards.
 - Work tasks were not performed in their entirety.
 - The specified equipment, tools, and chemicals were not used or were not in good operating condition.
 - The tasks were not performed within the scheduled work shift or within the specified timeframe.

The monthly inspection rating system report shall constitute reason for any deductions so imposed.

- In the event of non-performance of work by the Contractor, the Public Works Manager will have the right to exercise one of the following options:
- The Contractor shall, within two (2) hours, correct such non-performance upon notification by the City and the City shall make no deductions for that non-performance.

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- The City shall correct the non-performance by using another Contractor, or by other means it deems necessary and reasonable. Direct costs incurred by the City for the performance of such work shall be deducted from payments made to the Contractor.
- The City shall allow the non-performance to remain uncorrected and shall make a deduction from payments to the Contractor in accordance with the following paragraphs in the section:

- 4.04 In addition to the inspection rating system deductions, non-performance deductions will be applied to any situation that inhibits performance of the Contract. Deductions include, but are not limited to, non-compliance with a Scope of Work, Specifications, and/or Special Conditions requirement of this Contract that results in failure to perform.
- 4.05 The Public Works Manager or designee shall prepare and implement an inspection rating system to be used to verify monthly payments and deductions from payments (see sample rating system as Appendix A). This form and system may be modified at the discretion of the Public Works Manager. The Contractor agrees to be evaluated by said system and bound by the ratings and/or deductions from payments indicated in the monthly inspection rating system report. To avoid deductions from payment, Contractor must receive a rating of 95 or higher per facility as described in Section 2.01.
- 4.06 Failure of the Public Works Manager or designee during the process of the Agreement to discover or reject unacceptable work, or work not in accordance with the Agreement, shall not be deemed an acceptance thereof nor a waiver of the City's right to a proper execution of the Agreement or any part of it by the Contractor.
- 4.07 The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover cost or loss due to the failure of the Contractor to complete or comply with the provisions of this Contract.

5.00 INSPECTIONS, MEETINGS, & REPORTS

- 5.01 City reserves the right to perform inspections, including inspection of Contractor's equipment, at any time for the purpose of verifying Contractor's performance of Contract requirements, identifying deficiencies, and access deductions as necessary.
- 5.02 The Contractor or his/her authorized representative shall meet with the City on each site at the discretion and convenience of the City, for walk-through inspections at no additional costs to the City.
- 5.03 At the request of the City, the Contractor, or his/her appropriate representative, shall attend meetings and/or training sessions, as determined by the Public Works Manager, for purposes of orientation, information sharing, Contract revision, description of City policies, procedures, standards, and the like at no additional costs to the City.
- 5.04 Contractor shall provide to the City such written documentation and/or regular reports, as the City deems necessary to verify and review Contractor's performance under this Contract and to provide to the City pertinent information relative to the maintenance, operation, and safety of the City's

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property. All reports, logs, tools, etc. shall be maintained and submitted in a City approved electronic format at no additional costs to the City.

5.05 At the request of the City, the Contractor shall utilize certain asset management and work order software to be specified at a later date, and Contractor shall provide sufficient electronic smartphones, tablets, and/or computer systems necessary for Contractor's personnel to complete assignments utilizing such software.

6.00 COMMUNICATIONS AND EMERGENCY RESPONSE

6.01 The Contractor shall, during the term of this Contract, maintain two seven (7) days per week twenty-four (24) hour emergency telephone numbers, toll free to a South Orange County region area code. For hours beyond a normal 8:00am to 6:00pm business day, an answering service shall be considered an acceptable substitute.

6.02 All requests for emergency services shall require a qualified technician to be dispatched to the required location as soon as possible after notification; but in all cases within two (2) hours, to the satisfaction of the City. If any emergency service request is not responded to in two (2) hours, the City shall be notified immediately of the reason for not meeting the required response time followed by a written report to the City within two (2) working days.

6.03 Whenever immediate action is required to prevent possible injury, death, or property damage, City may, after reasonable attempt to notify the Contractor, cause such action to be taken by alternate work forces. As determined by the City, charge the cost thereof to the Contractor, or deduct such cost from any amount due to the Contractor. This deduction shall include a markup for administrative costs equal to fifteen (15) percent of the actual costs incurred.

6.04 The Contractor shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of communications shall be open to the inspection of the City at all reasonable times.

7.00 SAFETY

7.01 The Contractor shall provide safe access and egress for City of Lake Forest employees or members of the public while work is in progress at City facilities. The Contractor agrees to be responsible for providing and installing any safety or cautionary equipment necessary to prevent unauthorized access to work areas including common public areas.

7.02 For duties within the public right-of-way, the Contractor shall submit traffic control plans for the City's review and approval. Once approved the Contractor shall provide and install traffic control per the approved plans. Failure to install per the approved plans can result in a stop work notice and may result in deductions.

8.00 CONTRACTOR'S STAFF AND TRAINING

Title: Citywide On-Call Facility and Park Repair Services

- 8.01 The Contractor's staff will be required to work in a semi-autonomous manner. The Contractor's staff will be required to interact in a businesslike and professional manner with City staff and members of the public.
- 8.02 Each crew of Contractor's employees shall include at least one individual who speaks the English language proficiently. For the purposes of this section, a crew is understood to be any individual worker or group of workers who might service any site without other Contractor's supervisory personnel present.
- 8.03 The City may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of City staff, its Contractors, the public patronizing the premises. Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter. Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of Contractor's employees will not be detrimental to the interest of City staff, its contractors & vendors and, the public patronizing the premises.
- 8.04 The City may at any time order any of the Contractor's personnel removed from the premises when, in the reasonable belief of the City, said Contractor's personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the City or the public patronizing the premises
- 8.05 The Contractor shall require each of his personnel to adhere to basic public works standards of working attire including uniform shirts and/or vests clearly marked with the Contractor's company name and employee name badges as approved by the City. Sufficient changes shall be provided to present a neat and clean appearance of the Contractor's personnel at all times. Shirts shall be worn and buttoned at all times. Contractor's personnel shall be equipped with proper shoes and other gear required by State Safety Regulations. Each vehicle shall be clearly marked with the Contractor's company name.

9.00 NON-INTERFERENCE - NOISE

- 9.01 Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.
- 9.02 In the event that the Contractor's operations must be performed when persons of the public are present, Contractor shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.

10.00 PROFESSIONAL ADVICE / SPECIAL PROJECTS

- 10.01 The Contractor shall serve as a professional liaison for the City in the area of facility and park maintenance. The Contractor shall provide professional advice in conjunction with other professional organizations in coordinating projects, energy efficient projects, and/or other special projects. No extra payment will be made for these services.

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6. EXHIBIT "B" - SCHEDULE OF SERVICES

6.1. EXHIBIT "B" - SCHEDULE OF SERVICES

SCHEDULING:

1. Contractor will coordinate and schedule all repairs & replacements and the annual park inspection with the City's Public Works Manager or designee in advance. Contractor will notify the City of any changes in those schedules.
2. The CONTRACTOR shall submit a quarterly inspection schedule within two (2) weeks after the contract award. Schedule shall be submitted to the Public Works Supervisor and shall include the following information:
 - a. Park Name
 - b. Date of Inspection
3. Changes to the schedule shall be received by the Public Works Supervisor a minimum of 24 hours prior to the scheduled time for the inspection. No changes to the schedule shall be implemented without prior approval.
4. Failure to submit the annual inspection schedule and subsequent changes to the schedule a minimum of two weeks prior to performing the inspection shall result in a performance deficiency deduction.
5. Failure to perform the work on the day scheduled shall result in a performance deficiency deduction.

HOURS AND DAYS OF SERVICES:

- 4.01 The acceptable daily hours of services shall be Monday-Friday 8:00 am to 5:00 pm, which shall be considered normal work hours as may pertain to any other provision of the Contract. After hours are defined as anytime outside the acceptable normal daily hours of services.
- 4.02 Emergency hours are defined as an unexpected and sudden event that must be dealt with urgently in order to provide continuous service.
- 4.03 Holiday hours are defined as any scheduled work to be performed on the following holidays:

New Year's Day	Columbus Day
Martin Luther King Jr Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day
Labor Day	

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- 4.04 Contractor shall provide staffing to perform the required services during the prescribed hours as specified in these Contract documents. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Public Works Manager.
- 4.05 Contractor shall be available on an on-call basis for emergency calls regarding maintenance issues. Contractor shall provide the City with emergency on-call contact numbers. Contractor will provide the City with prior notification of an alternate contact should Contractor be unavailable at any time.

Non-emergency: The Contractor, when notified, shall respond within forty-eight (48) hours for non-emergency service.

Emergency: On occasion, through accidents, vandalism, or Acts of God, an emergency condition may exist which required immediate service. The Contractor, when notified of an emergency, shall respond on-site within two (2) hours and shall be prepared.

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7. EXHIBIT "C" - COMPENSATION

7.1. EXHIBIT "C" - COMPENSATION

Contractor shall be paid for services in accordance with Section 3.3 of the Agreement and as described above under Exhibit "A" Scope of Services and the not to exceed fee of FOUR HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$484,200.00) billed on a time and materials basis utilizing the following rates.

Item No.	Description	Quantity	Unit Price	3 Year Total (Contract Term)
1	Cost of parts and materials	3	\$11,000.00	\$33,000.00
2	Cost of Authorized Equipment Rental	3	\$1,000.00	\$3,000.00
3	Cost of labor for maintenance, and repairs, (Monday-Friday, 8:00 AM - 5:00 PM)	2400	\$90.00 per hour	\$216,000.00
4	Cost of Emergency, Holiday or "after hours" labor for maintenance and repairs	360	\$135.00 per hour	\$48,600.00
3 YEAR TOTAL LABOR & EQUIPMENT:				\$300,600.00

Payment for the annual inspections are set at the rates set forth below:

Location	Quantity	Unit Price	3 Year Total (Contract Term)
1. Alton Park	6	\$450.00	\$2,700.00
1 playground			
1 gazebo			
1 half-court basketball			
2. Baker Ranch Community Park	6	\$550.00	\$3,300.00
1 playground			
1 restroom building			
3. Borrego Park	6	\$425.00	\$2,550.00
1 playground			
1 outdoor exercise area			
1 half-basketball court			

Title: Citywide On-Call Facility and Park Repair Services

1 restroom building			
4. Borrego Overlook Park	6	\$425.00	\$2,550.00
1 playground			
1 gazebo			
5. Cavanaugh Mini Park	6	\$425.00	\$2,550.00
1 playground			
1 half-basketball court			
6. Cherry Park	6	\$550.00	\$3,300.00
1 playground			
1 gazebo			
1 half-court basketball			
7. Concourse Park	6	\$550.00	\$3,300.00
2 playgrounds			
1 restroom building			
1 outdoor exercise area			
2 gazebos			
1 half-court basketball			
8. Darrin Park	6	\$425.00	\$2,550.00
1 playground			
1 half-court basketball			
9. El Toro Park	6	\$500.00	\$3,000.00
1 playground			
1 restroom building			
2 lighted tennis courts			
1 volleyball court			
1 outdoor exercise area			
10. Etnies Skate Park	6	\$500.00	\$3,000.00
1 restroom building			
various skate features			
11. Foothill Ranch Community Park	6	\$550.00	\$3,300.00
1 playground			

Title: Citywide On-Call Facility and Park Repair Services

2 tennis courts			
2 roller hockey courts			
1 full basketball court			
2 volleyball courts			
2 baseball fields			
1 restroom building			
12. Heroes Park	6	\$500.00	\$3,000.00
4 baseball fields			
1 outdoor exercise area			
1 restroom and snack bar building			
13. Lake Forest Park	6	\$425.00	\$2,550.00
1 playground			
14. Lake Forest Sports Park	6	\$1,200.00	\$7,200.00
2 playgrounds			
2 full basketball courts			
2 soccer fields			
2 gazebos			
2 tennis courts			
4 baseball fields			
2 restroom buildings			
15. Montbury Park	6	\$425.00	\$2,550.00
16. Mountain View Park	6	\$750.00	\$4,500.00
2 playgrounds			
2 handball courts			
2 volleyball courts			
1 gazebo			
1 half-court basketball			
1 full basketball court			
2 lighted tennis courts			
17. Nature Park	6	\$425.00	\$2,550.00

Title: Citywide On-Call Facility and Park Repair Services

1 gazebo			
18. Peachwood Park	6	\$425.00	\$2,550.00
1 playground			
1 arbor structure			
19. Pebble Creek Park	6	\$425.00	\$2,550.00
1 playground			
20. Pittsford Park	6	\$550.00	\$3,300.00
2 playgrounds			
2 tennis courts			
1 outdoor exercise area			
1 gazebo			
1 restroom building			
21. Portola Park	6	\$550.00	\$3,300.00
3 lighted pickleball courts			
1 gazebo			
3 dog play enclosures			
1 restroom building			
1 volleyball court			
22. Rancho Serrano Park	6	\$500.00	\$3,000.00
23. Ranchwood Park	6	\$425.00	\$2,550.00
1 half-court basketball			
1 playgournd			
24. Regencey Park	6	\$425.00	\$2,550.00
25. Rimgate Park	6	\$500.00	\$3,000.00
3 playgrounds			
1 gazebo			
2 full basketball courts			
1 tennis court			
26. Serrano Creek Park	6	\$550.00	\$3,300.00
1 playground			
1 outdoor exercise area			
1 gazebo			
1 restroom building			
27. Sundowner's Park	6	\$425.00	\$2,550.00

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28. Tamarisk Park	6	\$500.00	\$3,000.00
1 playground			
1 full basketball court			
1 baseball field			
29. Veteran's Park	6	\$450.00	\$2,700.00
30. Vintage Park	6	\$450.00	\$2,700.00
1 half-court basketball			
1 full basketball court			
1 playground			
31. Impact Attenuation Testing	6	\$15,350.00	\$92,100.00
Serrano Creek Park Pittsford Park El Toro Park Lake Forest Park Cherry Park Mountain View Park Darrin Park Peachwood Park Rimgate Park Pebble Creek Park Borrego Overlook Park Baker Ranch Park Vintage Park Lake Forest Sports Park			
			\$183,600.00
3 YEAR TOTAL INSPECTIONS:			
YEAR 1 TOTAL:			\$161,400.00
YEAR 2 TOTAL:			\$161,400.00
YEAR 3 TOTAL:			\$161,400.00
TOTAL CONTRACT AMOUNT:			\$484,200.00

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim.

8. EXHIBIT "D" - INSURANCE REQUIREMENTS

8.1. EXHIBIT "D" - INSURANCE REQUIREMENTS

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability:**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Title: Citywide On-Call Facility and Park Repair Services

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers’ Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall

be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.