

Attachment 1

LAKE FOREST CIVIC CENTER FACILITY MAINTENANCE

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



City of Lake Forest
Agreement for Maintenance Services
Lake Forest Civic Center Facility Maintenance

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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 Kidder Mathews of California, Inc., a California Corporation (Inc.) , with its principal place of business at 5 Park Plaza, Suite 1700 Irvine, CA 92614 ("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 Facility Management 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 Facility Management 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 Lake Forest Civic Center Facilities Management Maintenance 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 Facility Management Maintenance 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.

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3.2.4 City's Representative. The City hereby designates Thomas E. Wheeler, P.E. Director of Public Works/ City Engineer, 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 D. William Frame, III, SIOR, CCIM, CEO, 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 TWO MILLION THREE HUNDRED THIRTEEN THOUSAND NINE HUNDRED TWENTY DOLLARS AND THIRTY-FOUR CENTS (\$2,313,920.34) 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:	Kidder Mathews of California, Inc. 5 Park Plaza, Suite 1700 Irvine, CA 92614 ATTN: D. William Frame, III, SIOR, CCIM, CEO
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.

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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 Tettemer
Mayor

ATTEST:

By:

Lisa Berglund
City Clerk

APPROVED AS TO FORM:

By:

Best Best & Krieger LLP
City Attorney

Kidder Mathews of California, Inc.

By:

DocuSigned by:
W. Eric Paulsen
92E390DB5881478...

Eric Paulsen, Regional President
President

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

By:

DocuSigned by:
Brian Hatcher
3F8617D71CDD412...

Brian Hatcher
Secretary (Corporation or LLC)

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5. EXHIBIT "A" SCOPE OF MAINTENANCE SERVICES

5.1. EXHIBIT "A" SCOPE OF MAINTENANCE SERVICES

Contractor shall provide the following maintenance services relative to Facility Management Maintenance Services for the City's Lake Forest Civic Center Facilities Management Maintenance project.

DEFINITIONS

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

A. "BID ITEM" - Individual items of work in the Contractor's proposal at an agreed Price for the specified Item of Work.

B. "CITY" - The City of Lake Forest.

C. "CITY MANAGER" - The fully appointed City Manager of the City or his/her authorized representative.

D. "CONTRACTOR" - The managing individual of the contracting entity or his/her authorized employees or representatives.

E. "PUBLIC WORKS DIRECTOR" - The official designated as the Public Works Director of City, or any of his/her authorized representatives.

F. "PUBLIC WORKS MANAGER" - The Public Works Director's designee for bidding, awarding and administering the Contractor's work under this agreement, or any of his/her authorized representatives.

G. "REPAIRS" - Work required to maintain the serviceability of all Civic Center facilities specified under this agreement that are outside the scope of the scheduled Preventative Maintenance. Routine and reoccurring repair work must be authorized by the Public Works Manager prior to the Contractor performing the work, unless otherwise directed by the City. After hour's repair work is defined as work outside of normal business hours as indicated in the Contractor's Proposed Cost of Services Chart and shall be compensated at the proposed Bid Item Rate for Cost of labor maintenance, and routine and

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reoccurring repairs. Major repair work is not authorized under this project and shall be conducted by the City.

1.00 GENERAL INFORMATION

1.01 The Contractor shall provide all required services, including emergency work, and administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. The Contractor shall possess and maintain all necessary certifications, registrations and Contractors licenses issued by the State of California Licensing Board through the term of the Contract. The Contractor shall perform the work described herein, in a thorough and professional manner, so that the City of Lake Forest is provided with reliable and high-quality facility maintenance at all times.

1.02 The Contractor shall ensure that the operation of the buildings and parking structure is in compliance with all State and Federal laws.

1.03 The Contractor's forces shall leave work areas free of all dirt, litter, or other materials utilized to perform facility maintenance. The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized City staff to work areas.

1.04 Facility Maintenance shall be performed in accordance with all accepted standards for maintenance and repair work to the satisfaction of the City. Contractor shall immediately respond when notified by City to correct unsatisfactory work at no additional charge.

1.05 The Contractor shall handle all City requests and concerns in a professional and timely manner.

1.06 The Contractor shall maintain individual repair and maintenance logs for both routine and emergency work listing all work performed under this agreement, referred to hereinafter as "repair and maintenance logs" or "logs" for short and kept in a designated area on each site. Logs shall indicate the date of service, time of service, service performed, the supervisor and the crew performing the work and be available for inspection upon request at all times.

1.07 The Contractor shall, during the term of this Contract, respond to all emergency phone calls/contacts to the satisfaction of the Public Works Manager, Facilities Maintenance Manager or designee within 15 minutes of notification. Contractor shall respond to requests for routine and reoccurring repairs, or emergency repairs as required, twenty-four (24) hours per day, seven (7) days per week, including holidays, by dispatching necessary personnel to the site within 60 minutes of notification. Failure to comply with this requirement may result in a reduction in payment to the Contractor as determined appropriate by the Public Works Manager.

1.08 The City shall provide access to all areas to be serviced by the Contractor.

The Contractor shall not be held responsible for damage, should access be denied or not provided by the City.

1.09 The City reserves the right to procure facility management services from other service providers/vendors, as the City deems appropriate.

1.10 The 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 exercise all necessary precautions for the

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safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

2.00 SCOPE OF WORK – FACILITY MAINTENANCE

2.01 The Contractor shall begin preparation and utilization of an asset management system in conjunction with the City to record and document all service requests, routine and reoccurring repairs, purchases, utilities usage and facilities maintenance costs as soon as the work agreement is agreed upon and signed by both parties.

2.02 All sub-contractors and service providers shall be fully on-boarded by the Contractor a minimum of 30 days before beginning of the contract.

2.03 The Contractor shall host 3 introductory/training sessions reviewing new systems, procedures and policies. 2 meetings for upper/senior management team and 1 meeting for City staff members.

2.04 All services provided by the Contractor are intended for the interior and exterior of the Civic Center buildings, all hardscape and soft cape (Define? Or give examples?), and the parking structure located on the City's 8.13 acre campus at 100 Civic Center Drive. **The services exclude Landscaping, Landscape Maintenance and Arboriculture.** The services provided by the Contractor may shall include, but are not limited to:

- Electrical
- Elevators and ADA Lift
- General Services
- Graffiti and Nuisance Abatement
- Heating , Ventilation, Air Conditioning
- Painting
- Pest Control
- Plumbing
- Roofing
- Fire Safety Alarm Monitoring
- Solar Panel Cleaning and Maintenance
- Automatic Doors
- Fountain Maintenance
- Shade Covers
- Steam Cleaning

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- Rain Gutter Cleaning
- Floor Waxing
- Submitting a proposed operating budget to the City for the Civic Center for the following fiscal year on or before February 1 of each year for the City's review and approval, in such form and detail as the City shall reasonably require
- Developing Standard Operating Procedures (SOP's) for building systems
- Reviewing current Operation and Maintenance (O&M) manuals and developing O&M protocols
- Coordinating preventative maintenance programs
- Coordinating routine inspections for fire systems and other functions related to building safety and operations
- Providing facilities on-call engineer services 24 hour a day/7 days per week.
- Providing facilities engineering during business hours, as needed
- Coordinating renovation/capital improvement projects with contractors
- Populating a Computerized Maintenance Management System (CMMS) with building system data, work orders, and asset collection information
- Providing cost sheets in spreadsheet format for all service and maintenance tasks by work classification, trade or service. Providing regular maintenance costs, extra work and emergency work costs detailing proposed service, frequency of service, rate, and estimated time for service with total costs extended to monthly and annual totals.
- The cost for the Facilities Maintenance scope of work as described above in the contractors mark up of work and service provided.
- The cost for the coordination for all capital projects in the mark-up of work and service provided.
- Other items not identified specifically above.

3.00 CAPITAL PROJECTS

3.01 The City shall be responsible for the design and construction of larger capital projects and major repairs. However, coordination of such work will be required of the Contractor.

4.0 ELECTRICAL

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The Contractor shall provide qualified C7, C10, C11, and California B licensed Contractors and Electricians for normal and on-call Electrical Maintenance Services, including emergency work and routine and reoccurring repairs.

The Contractor shall provide all materials, equipment, and labor for electrical maintenance services and routine and reoccurring repairs as needed.

The Contractor shall maintain and service all equipment described herein using Journeyman technical level personnel. The Contractor shall specify and qualify two certified Technicians to perform all work. One is required to have at least 10 years commercial electrical service experience and the other must have a minimum of 5 years of commercial electrical service experience. Both technicians must have overall knowledge of all of the City's electrical equipment and systems. Both technicians shall be qualified to safely work on all electrical components.

All work shall be performed in a professional manner according to industry standards. The Contractor shall be responsible for maintaining all equipment under this contract in safe operating condition in accordance with NFPA 70B: Recommended Practice for Electrical Equipment Maintenance 2016 Edition.

The type of work required will include, but is not limited to, replacement and maintenance of commercial electrical equipment and systems of the following type:

- Electrical conduit and wiring
- Lighting systems and lighting control systems including timers
- Receptacles, switches, data and telephone jacks
- Data and telephone cabling (AMP Data Certified Cat5e and Cat 6)
- Conduit systems for communication and other electronic systems
- Power to other systems such as HVAC systems, smoke fire dampers generators UPS's or equipment
- Generator systems
- Solar power and PV systems
- Low voltage wiring
- Low voltage systems
- Emergency lighting equipment and systems
- Field and Street Lighting (40 foot Bucket Truck Required)
- Air controls
- Refrigeration electrical equipment
- Motors, MCC panels and electrical breakers

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- VFD Drives
- Soft starts
- SCADA systems
- Electric vehicle recharging stations

The Contractor shall have the experience and technical ability to work with “ALL” voltages. The Contractor will also be expected to perform trouble shooting and issue resolution.

5.0 ELEVATORS AND LIFTS

The Contractor shall provide elevator and lift repair and maintenance service providers who are certified, registered and licensed in the State of California.

The Contractor shall be responsible to maintain all equipment under this contract in safe operating condition in accordance with DOSH Title 8 Elevator Safety Orders. The Contractor shall also provide materials, equipment and labor for elevator and lift repair and maintenance services as needed.

All work shall be performed in a professional manner, according to industry standards.

The type of work required will include, but is not limited, to the following for Hydraulic Elevators:

- Provide preventative maintenance, routine maintenance, management strategies and emergency services
- Maintain a general record log of all maintenance performed on all City elevators and lifts. The maintenance record log shall be subject to inspection at any time upon request by the Facilities Maintenance Supervisor
- Controller, selector, and dispatching equipment, all relays, solid state components, resistors, condenser, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment
- Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws, where applicable to roped hydraulic elevators
- Car guide shoes, rollers, gibs and seismic retainer plates
- Hoistway door interlocks, hoistway limits, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, car frame, platform and platform sub-flooring
- Signal and operating fixtures including lights, buzzers and gongs in all the signals and operating fixtures
- Car emergency telephone equipment and system

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- Electronic scanning detectors, safety edges, and light rays on car at every visit and if they are inoperative, shall repair them within one business day. If in the Contractor's opinion, the car door protection devices are not maintainable, they shall be replaced.
- Fire Service related elevator
- Seismic line rupture valves
- Pumping plant, valves, exposed piping, fittings, piston (unless damaged by cylinder failure), piston packing, reservoir tank, oil tank heaters, mufflers and pit equipment
- Fuses in electrical disconnects
- Emergency power lighting fixtures
- Car lighting fixtures
- Elevator controller computer
- Pit pump
- Furnishing all oil, lubricants, packing and other material as required or needed
- Replacement of batteries and associated components of battery lowering equipment, where installed
- Make corrections and respond to discrepancies identified by local elevator enforcing authority

The type of Work required will include, but is not limited, to the following for Lifts:

- Adjust gates, interlocks, fixed cams, chain, belts, push buttons, emergency communications, key switches and screw drives
- Load testing at intervals as required by State of California DOSH Title 8 Elevator Safety Orders

The Contractor will also be expected to perform trouble shooting and issue resolution.

6.0 GENERAL SERVICES

The Contractor shall provide qualified C5, C8, C9, C13, C15, C17, C29, C33, C39, C53, C54, C60, and California licensed B contractors for normal and on-call General Maintenance Services including emergency work and routine and reoccurring repairs.

The Contractor shall provide all materials, equipment, and labor for services and routine and reoccurring repairs as needed.

The type of work required will include, but is not limited, to the following:

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- Identifying substrate issues and provide resolutions ensure OSHA compliance
- Cement, Brick, Stone or Plaster work
- Framing, Wood replacement and light carpentry
- General Engineering, Rigging and Material Handling/Moving
- Partitions
- Counters
- Benches
- Tables
- Fences
- Flooring
- Tile, Composite, Membrane Roofs and Flat Roofs
- Demolition
- Refuse/Rubbish removal
- Welding and Metal Fabrication
- Maintenance and Repair of Special Features; including water features and fire appliances
- Generator Maintenance
- Pressure Washing
- Solar Panel Maintenance

The Contractor will also be expected to perform trouble shooting and issue resolution.

7.0 GRAFFITI REMOVAL AND NUISANCE ABATEMENT

The Contractor shall provide the City of Lake Forest with a qualified and State licensed Graffiti Removal and Nuisance Abatement C33, C61 and D38 service providers for normal and on-call Graffiti Abatement and Nuisance Abatement services.

The Contractor shall provide all labor, materials, equipment, vehicles, tools, chemicals and supplies, services and special skills and manufactured articles. Contractor shall determine the most effective method(s) for the removal of the graffiti at each location using care to avoid damages to existing improvements. Damages caused by the Contractor shall be repaired at Contractor's sole expense to the satisfaction of the City.

All work will be performed in a professional manner according to the highest industry standards. The type of work required will include, but is not limited to, the following:

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- Chemical Cleaning
- Steam Cleaning
- Power / Pressure Washing
- Sand Blasting
- Soda Blasting
- Painting with Color Matching
- Surface coating and protection with anti-graffiti chemicals
- Repair and Maintenance of special vertical and horizontal surfaces
- Public Convenience, Safety and Traffic Control
- Litter and Debris removal
- Collection and proper removal of waste water and debris from cleaning procedures
- Gum removal
- Stickers / Posted Sign Removal
- Window Washing with Pressure Washer
- Providing Daily, Weekly and Monthly Schedules for service and service detail reports. Reports shall include the following information:
 - Location
 - Date and time of service
 - Type of service
 - Surface type and approximate size of site in square feet
 - Photo of nuisance before service
 - Photo of nuisance after service call
 - Service method utilized
 - Name of service technicians and job supervisor
 - Invoice or job reference number

The Contractor will also be expected to complete all service requests within 24 hours and also perform trouble shooting and issue resolution.

8.0 HEATING, VENTILATION & AIR CONDITIONING

The Contractor shall provide the City of Lake Forest with a qualified C20, C38, or California B licensed contractor for normal and on-call HVAC and Mechanical maintenance services, including emergency work and routine and reoccurring repairs.

The Contractor shall provide all materials, equipment, and labor for HVAC and Mechanical Services and routine and reoccurring repairs as needed.

The Contractor shall maintain and service all equipment described herein using Journeyman technical level NATE Certified personnel. The Contractor shall specify and qualify two certified Technicians to perform all work. One is required to have at least 10 years commercial HVAC / Refrigeration service experience and the other must have a minimum of 5 years of commercial HVAC / refrigeration service experience. Both technicians must have overall knowledge of all of the City's HVAC equipment and systems. Both technicians shall be qualified to safely work on electrical components as they relate to the equipment they are servicing.

A general log of maintenance performed for the City shall be maintained by the Contractor at all times. The maintenance log shall be subject to inspection upon request by the Facilities Maintenance Supervisor.

All work shall be performed in a professional manner according to industry standards. The Contractor shall be responsible for maintaining all equipment under this contract in safe operating condition in accordance with ASHRAE 180-2012 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

The type of work required will include, but is not limited to, replacement and maintenance of commercial HVAC equipment and systems of the following type:

- HEATING/HOT WATER SYSTEMS
- Pumps
- Air Separators
- Pipe and Fittings
- Valves
- Chemical Treatments
- CHILLERS
- Chilled Water Systems
- Pumps
- Expansion Tanks

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- Pot Feeders
- Air Separators
- Pipe and Fittings
- Valves
- Chemical Treatments
- AIR HANDLERS

Variable air volume/re-heat terminal units

- SUPPLY OR MAKE UP FANS
- EXHAUST FANS
- AIR COMPRESSORS
- PACKAGE UNITS
- SPLIT SYSTEMS
- DDC CONTROL SYSTEMS

The Contractor will also be expected to perform trouble shooting and issue resolution.

9.0 PAINTING & RESURFACING

The Contractor shall provide the City of Lake Forest with a qualified C9, C11, C17, C33 or California B licensed contractor for normal and on-call painting services including emergency work and routine and reoccurring repairs.

The Contractor shall provide all materials, equipment, and labor for Painting services and routine and reoccurring repairs as needed.

All work shall be performed in a professional manner according to industry standards.

The type of work required will include, but is not limited to, the following:

- Properly prepare various surfaces via pressure washing, scraping, sanding and filling, as necessary
- Apply the following using brush, roller or paint gun
- Paint
- Varnish
- Shellac

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- Lacquer
- Other

The Contractor will also be expected to perform trouble shooting and issue resolution.

10.0 PEST CONTROL

The Contractor shall provide a certified, registered and licensed in California pest eradication and management specialist.

The Contractor shall provide prevention, management strategies, routine maintenance and emergency services for a pest free environment. The Contractor shall provide all materials, equipment and labor for Pest Control services as needed.

All work shall be performed in a professional manner, day or night as needed, according to industry standards.

The type of work required will include, but is not limited, to the following:

- Fully qualified and licensed personnel to perform all inspections, treatments and monitoring
- Maintain MSDS of all applicable chemicals which may be used in treatments
- Provide detailed monthly inspection reports for each service(s) at each site(s)
- Provide on-site inspections of kitchens, dining areas, cafeterias, work rooms, mechanical rooms, electrical rooms, utility rooms, closets, classrooms, conference rooms, corridors, hallways, recreation areas, common areas, offices, lobbies, restrooms and building exteriors
- Notify Facilities Maintenance Supervisor with "Notice of Intent for Pesticide Application or Treatment" prior to applying necessary pest control
- Based on inspection results, apply necessary pest control measures
- Monitor pest control measures and record findings in a log book placed at the site
- Provide monthly sanitation and chemical use reports
- All applications or treatments shall be done when employees are not present, after regular work hours or during the weekend
- Dead Animal / Carcass removal - investigate, remove and dispose of any dead animal carcass located in, under or around buildings, attics, sheds, storage rooms or containers, etc., as needed, within four hours of initial notification
- Schedule and provide monthly service calls for the prevention of rodent and pest infestations
- Provide on-call emergency services for correction of rodent and other pest issues

The Contractor will also be expected to perform trouble shooting and issue resolution.

11.0 PLUMBING

The Contractor shall provide a qualified C4, C36, C53 or California B licensed contractor for normal and on-call plumbing and maintenance services, including emergency work and routine and reoccurring repairs.

The Contractor shall provide all materials, equipment and labor for Plumbing Services and routine and reoccurring repairs as needed.

The Contractor shall maintain and service all equipment described herein using Journeyman technical level personnel. The Contractor shall specify and qualify two certified technicians to perform all work. One is required to have at least 10 years of commercial plumbing experience and the other technician must have a minimum of 5 years commercial plumbing experience. Both technicians must have overall knowledge of all of the City's Plumbing equipment and systems.

All work shall be completed in a professional manner according to industry standards. The Contractor shall be responsible for maintaining all equipment under this contract in safe operating condition in accordance with current UPC publications.

The type of work required will include, but is not limited to, repair, replacement and maintenance of commercial plumbing equipment and systems of the following type:

- All Plumbing Fixtures
- Waste Drain systems
- Condensate Drains
- Electric or Gas Fired Hot Water Heaters
- Instant Hot Water Heaters
- Solar Hot Water Systems
- Boiler Repairs
- Pumps
- Pump Controls
- Expansion Tanks
- Thermostatic Mixing Valves
- Pressure Reducing Valves
- Pressure Testing

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- Backflow Components
- Backflow Testing
- Sewer Injector Pumps
- Elevator Sump pumps

The Contractor will also be expected to be able to perform trouble shooting and issue resolution.

12.0 ROOFING, MAINTENANCE AND REPAIR

The Contractor shall provide the City of Lake Forest with a qualified and State licensed roofing contractor for normal and on-call Roofing, Maintenance and Repair Services, including emergency work.

The Contractor shall provide all materials and supplies, equipment and tools, and labor to complete tasks, incidental and customary work necessary to complete on-call roofing maintenance and repair work at various City locations.

All work shall be performed in a professional manner in accordance with the highest standards of the industry. The Contractor shall respond to all service requests 24 hours a day, 365 days per year including holidays with a response time within 4 hours of the initial service request. The type of work required will include, but is not limited to, the following:

- Complete roof inspections
- Clean roof of debris, including dirt, leaves and misc. debris
- Inspect and clear drains, check and replace drain fasteners as needed
- Inspect and repair flashing at all penetrations and curbs, including skylights, vents and walls
- Inspect and repair seams in the roof field and expansion joints
- Inspect and secure any and all sheet metal items, reseal all cracked and missing caulking
- Maintain maintenance log book of all reported and completed repairs
- Advise City Facilities Supervisor of any repairs exceeding the scope of annual maintenance

The Contractor will also be expected to perform trouble shooting and issue resolution.

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6. EXHIBIT "B" - SCHEDULE OF SERVICES

6.1. EXHIBIT "B" - SCHEDULE OF SERVICES

The Consultant shall provide the services described in Exhibit "A" Scope of Services as directed by the City.

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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 TWO MILLION THREE HUNDRED THIRTEEN THOUSAND NINE HUNDRED TWENTY DOLLARS AND THIRTY-FOUR CENTS (\$2,313,920.34) billed on a time and materials basis utilizing the following rates.

Position	Annual Hours	Hourly Rate	Total	
Building Engineer	2080	\$89.441	\$186,037.28	
Total Labor			\$186,037.28	
Service	Annual Budget	Frequency	Mark Up %	Annual Amount with Mark-up
Electrical Maintenance - Regular Non-Emergency	\$10,200.00	T&M	15%	\$ 11,730.00
Electrical Repairs & Emergency Work	\$10,200.00	T&M	15%	\$ 11,730.00
Elevator - Chair Lift Maintenance & Testing	\$960.00	Semi Annual	15%	\$ 1,104.00
Elevators - Maintenance & Testing	\$12,120.00	Monthly	15%	\$ 13,938.00
Fire Life Safety - Monitoring	\$7,500.00	Quarterly	15%	\$ 8,625.00
Fire Life Safety Inspections	\$16,410.00	Quarterly, Annual, Semiannual	15%	\$ 18,871.50
Floor Care	\$30,000.00	2x/3x/year Carpet, 2x/year Wood	15%	\$ 34,500.00
Fountain Service	\$13,920.00	Monthly	15%	\$ 16,008.00
General Services Maintenance & Repairs	\$50,000.00	T&M	15%	\$ 57,500.00
HVAC Maintenance & Service	\$93,782.00	Quarterly	15%	\$ 107,849.30
Automated Gates, Manual Pass-Through Gates and Fencing Maintenance and Repair	\$30,000.00	Monthly	15%	\$ 34,500.00

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Powerwash Parking Structure	\$15,600.00	Semi Annual	15%	\$ 17,940.00
Parking Charging Stations	\$10,000.00	T&M	15%	\$ 11,500.00
Pest Control	\$8,000.00	Monthly	15%	\$ 9,200.00
Pest/Bird Abatement	\$3,000.00	T&M	15%	\$ 3,450.00
Painting	\$60,000.00	T&M	15%	\$ 69,000.00
Plumbing Repairs & Maintenance	\$30,000.00	T&M	15%	\$ 34,500.00
Pressure Wash/Windows/Graffiti/Nuisance	\$20,712.00	Annual	15%	\$ 23,818.80
Refrigerator Maintenance	\$5,000.00	Quarterly	15%	\$ 5,750.00
Roofing Inspection Maintenance & Repair	\$15,000.00	T&M	15%	\$ 17,250.00
Security Monitoring	\$3,500.00	Monthly	15%	\$ 4,025.00
Solar Panel Pressure Wash	\$4,000.00	1x/year	15%	\$ 4,600.00
Solar Panel - Tightening, Maintenance	\$14,500.00	Annual	15%	\$ 16,675.00
Steam Clean Circular Driveway	\$13,426.00	Monthly	15%	\$ 15,439.90
Supplies Office & Building	\$6,000.00	T&M	15%	\$ 6,900.00
Sweeping (Parking Structure)	\$1,600.00	Quarterly	15%	\$ 1,840.00
Back Up Power; Cummins Generator Maintenance and Repair	\$5,500.00	Annually	15%	\$ 6,325.00
Panel Doors, Folding Doors and Room Dividers	\$8,000.00	Semi Annual	15%	\$ 9,200.00
Gutter and Roof-Top Cleaning and Maintenance and Service	\$10,000.00	T&M	15%	\$ 11,500.00
Total Services				\$ 585,269.50
Total Annual Cost				\$ 771,306.78
Total Compensation				\$ 2,313,920.34

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.

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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

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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.