

# Attachment 1

## CITY OF LAKE FOREST

### AGREEMENT FOR MAINTENANCE SERVICES

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 18 day of June, 2019, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 25550 Commercentre Drive, Suite 100, Lake Forest 92630 ("City") and Thomas J. O'Connell dba Lake Forest Electric, a sole proprietorship, with its principal place of business at 19312 Sleeping Oak, Trabuco Canyon, California 92679 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain on-call electrical 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 on-call electrical 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 On-Call Electrical Maintenance Service 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 on-call electrical 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, 2019 to June 30, 2022 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, P.E., Director of Public Works/City Engineer, or his 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 Thomas J. O'Connell, Owner, or his 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.

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.

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 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 THREE HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTY SEVEN DOLLARS AND SEVENTY FIVE CENTS (\$330,267.75) 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.

3.5.1.3 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:	Lake Forest Electric 19312 Sleeping Oak Trabuco Canyon, CA 92679 ATTN: Thomas J. O'Connell
City:	City of Lake Forest 25550 Commercentre Drive, Suite 100 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.

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 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.



**CITY OF LAKE FOREST**

By:   
Mark Tettemer, Mayor

**ATTEST:**

By:   
Maria D. Huizar  
City Clerk

**APPROVED AS TO FORM:**

By:   
Best Best & Krieger LLP  
City Attorney

**THOMAS J. O'CONNELL DBA LAKE  
FOREST ELECTRIC**

By:   
Thomas J. O'Connell, Owner

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

By: THOMAS O'CONNELL - OWNER  
[INSERT NAME AND TITLE]

**EXHIBIT "A"**  
**SCOPE OF MAINTENANCE SERVICES**

**DEFINITIONS**

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

- A. "CITY" - The City of Lake Forest.
- B. "CITY MANAGER" - The fully appointed City Manager of the City or his/her authorized representative.
- C. "CONTRACTOR" - The managing individual of the contracting entity or his/her authorized employees or representatives.
- D. "PUBLIC WORKS DIRECTOR" - The official designated as the Public Works Director of City, or any of his/her authorized representatives.
- E. "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.
- F. "REPAIRS" – Work required to maintain the serviceability of Electricals specified under this agreement that are outside the scope of the scheduled Preventative Maintenance. Repair work must be authorized by the Public Works Manager prior to the Contractor performance. After hour's repair is, work outside of normal business hours as indicated in the Contractor's Proposed Cost of Services Chart and shall be compensated at the proposed item rate for Cost of labor for demolition, installation, maintenance, and repairs.

## **1.00 STANDARDS OF WORK AND CONTRACTOR RESPONSIBILITY**

- 1.01 The Contractor shall possess and maintain a C-10 General Electrical license by the State of California Contractors Licensing Board through the term of the Contract. Contractor shall have no less than 5 years experience working with a City or other Municipality. All personnel performing work under this Contract shall possess and maintain a state journeyman certification. An electrical apprentice shall work directly under the supervision of a qualified journeyman. 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 electrical maintenance at all times.
- 1.02 The Contractor shall furnish, at Contractor's own expense, all labor, tools, equipment, and materials necessary, unless specifically excluded herein, to perform Demolition, Installation, Maintenance and Repair work and Emergency, Holiday and "After Hours" work at the Proposal Item price. The Contractor shall furnish, at Contractor's own expense, tools, and equipment necessary, unless specifically excluded herein, to perform authorized work at the Proposal Item price for Labor. Cost of parts shall be paid at the Contractor's invoice cost for parts and the percentage of markup indicated in this proposal. The Contractor shall attach all receipts to said invoices for review prior to payment. In the absences of a receipt, the invoice will not be paid.
- 1.03 The Contractor's forces shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform electrical 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 Electrical Maintenance shall be performed in accordance with all accepted standards for electrical demolition, installation; maintenance and repair work to the satisfaction of the Public Works Manager or his/her designee. Contractor shall immediately respond when notified by City to correct unsatisfactory work at no additional charge.
- 1.05 The Contractor shall maintain individual demolition, installation, 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. These repair and maintenance logs shall be kept in a designated area on each site. Logs shall indicate the date of service, time of service, service performed, the technician performing service and any other information that may affect current or future operation of the electrical systems. The Contractor shall report these locations, by address, to City's Public Works Manager, or designee, within 48 hours. (Deductions may be made from the Contractor's payments if maintenance and repair tasks are not reported to City within the time allowed.)
- 1.06 The Contractor shall, during the term of this Contract, respond to all callbacks to the satisfaction of the Public Works Manager, within two (2) hours of notification. A callback is acknowledgement and contact with the City based on a request or emergency. Failure to comply with this



requirement will result in a reduction in payment to the Contractor as determined appropriate by the Public Works Manager.

- 1.07 Contractor shall, during the term of this Contract, respond to requests for repairs, or emergency repairs as required, twenty-four (24) hours per day, seven (7) days per week, including holidays, by dispatching required technicians to the site, within two (2) hours of contact by the City. Technician is expected on-site as soon as reasonable possible.
- 1.08 The City shall provide access to all devices to be serviced by the Contractor. The Contractor shall not be held responsible for equipment malfunction or damage, should access to equipment or the inability to start and stop primary equipment incidental to the operation of the electrical system be denied or not provided by the City.
- 1.09 The City reserves the right to procure electrical maintenance services from other vendors, as the City deems appropriate.

## **2.00 ELECTRICAL SYSTEMS TO BE MAINTAINED**

- 2.01 The service areas, hours of operation, frequencies of service and equipment under the provisions of this Contract include all current and future City owned facilities, parks, restroom buildings, and the public right-of-ways, not limited to the following:

### **2.01.1 FACILITIES INVENTORY**

#### **Current Facilities:**

<u>Facility Name</u>	<u>Approx. Square Footage</u>
1 City Hall/Community Center 25550 Commercentre Drive	36,500
2 Lake Forest Sports Park 28000 Rancho Parkway	25,495

#### **Future Facilities:**

The City is engaging in designing a fully integrated Civic Center that will serve as the City's "100-Year Home." The Civic Center is envisioned to include 5 buildings - City Hall/ Community Policing Center, Community Center, Senior Center, Council Chamber/ Performing Arts Center, and Parking Structure. The project began groundbreaking in May 2017 and complete construction and move-in summer of 2019. The Civic Center will consist of the following:

#### **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

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

<u>Park Name</u>	<u>Approx. Acreage</u>	<u>Park Name</u>	<u>Approx. Acreage</u>
1 Alton Park 18992 Alton Parkway	2.3	16 Mountain View Park 24061 Dylan Street	5.3
2 Baker Ranch Community Park 26380 Rancho Parkway South	8	17 Nature Park 26215 Dimension Drive	4.5
3 Borrego Park 26982 Cabriole	11	18 Peachwood Park 21132 Peachwood	2.7
4 Borrego Overlook Park 21 Viaggio Lane	1.6	19 Pebble Creek Park 26441 Pebble Creek Road	1.9
5 Cavanaugh Mini Park 23782 Cavanaugh Rd.	2	20 Pittsford Park 21701 Pittsford Drive	10
6 Cherry Park 22651 Cherry Avenue	4.5	21 Rancho Serrano Park 20842 Paseo Sombra	5.1
7 Concourse Park 18931 Saddleback Ranch Rd.	7	22 Ranchwood Park 22500 Killy Street	1.9
8 Darrin Park 22461 Cherry Avenue	3.1	23 Regency Park Regency Lane & Osterman Road	5
9 El Toro Park 23701 Los Aliso Blvd	10	24 Ringate Park 29772 Ringate Drive	5
10 Etnies Skate Park 20028 Lake Forest Drive	5.3	25 Serrano Creek Park 25101 Serrano Road	44
11 Foothill Ranch Community Park 26982 Cabriole	15.5	26 Sundowner's Park 22041 Sundowners Lane	0.8
12 Heroes Park 25420 Jeronimo Road	12.4	27 Tamarisk Park 20960 Tamarisk	11.2
13 Lake Forest Park 24000 Serrano Road	2.3	28 Village Pond Park 23102 Ridge Route Dr.	4.7
14 Lake Forest Sports Park 28000 Rancho Parkway	48	29 Vintage Park 21000 Vintage Street	4.8
15 Montbury Park 21962 Montbury Drive	3.5	30 Barker Ranch Dog Park 25650 Baffin Bay Dr.	0.5

## 2.01.3 MEDIAN, PARKWAY, AND SLOPE LANDSCAPES 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	

## 2.01.4 ELECTRICAL EQUIPMENT INVENTORY LIST

All material shall be new, listed, and approved by the Underwriter's Laboratories (UL) and



shall bear the label showing said approval. Contractually required work on City of Lake Forest Inventory includes but is not limited to troubleshooting of problems, new installation, maintenance, demolition and repair of the following items associated with, contained within or attached to any City of Lake Forest owned or managed building:

1. Interior Fluorescent Lighting, Decorative Lighting, Stage Lighting, Emergency Lighting Systems, Exit Lighting, Incandescent Lighting, Metal Halide Lighting, Quartz Lighting, Neon Lighting, Sodium Lighting, Illuminated Signs and Other Associated Indoors Lighting Fixtures and Control Systems and any other lighting systems attached to buildings in any way. Sport Court Lighting, Sport Field Lighting, Park Safety Lighting, Park Restroom Lighting, and Bus Shelter Lighting.
2. Pedestals/Meters
3. Ballasts
4. Conduits
5. Wiring
6. Switches
7. Disconnects, Fused and Un-fused
8. Transfer Switches, Automatic and Manual
9. Rheostats
10. Amplifiers and Speakers
11. Receptacles
12. Meter Service Panels
13. Distribution Panels and Sub-panels
14. Enclosures
15. Breakers
16. Contactors
17. Motor Starters and Controls
18. Transformers
19. Pull boxes
20. High Voltage Systems
21. Low Voltage Systems

22. New Circuits

23. Dedicated Electrical Circuits

24. Wiring and Control Systems of Special Electrical Equipment (Pumps, Compressors, Stoves, Ovens, Refrigerators, Dishwashers, Garbage Disposals, Stage Lighting, Timers, Irrigation Controllers, Irrigation Pumps, Elevators, Automatic Doors, Automatic Doorjamb Locks, Washing Machines, Dryers, Fans, Hand Dryers, Clocks, Audio Visual and Multi-Media Systems etc.) Uninterruptible Power Sources and Other Associated Equipment and Appurtenances.

25. Examples of Troubleshooting include, but are not limited to, investigating electrical failures on electrical equipment and systems located in or attached to any City of Lake Forest building or facility, using standard and specialty diagnostic tools including electrical multi-meters, amp probes, meg ohm meters, tick tracers, phase rotation meters and other electrical diagnostic tools. Determining cause of failures and recommending repairs or replacement of electrical equipment as detailed in the Electrical Scope of Work and Equipment List above as directed by the Public Works Manager or his/her authorized representative.

26. Examples of New Installations include, but are not limited to, installation of new equipment, park light poles, conduits, wiring and associated electrical services or devices necessary for the preservation or protection of a City facility as detailed in the Electrical Scope of Work and Equipment List above as directed by the Public Works Manager or his/her authorized representative. After performing installations, the Technician shall show changes and modifications to the system on plan sets provided by the City of Lake Forest and submit them for review and approval. If plan sets are not available, the technician shall submit notes and line diagrams of changes for City's review and approval.

27. Examples of Maintenance include but are not limited to maintenance of equipment, conduits, wiring and associated electrical equipment or devices as detailed in the Electrical Scope of Work and Equipment List above. Maintenance tasks include cleaning electrical cabinets, terminal and insulation inspection, replacement of wire markers, electrical tape and wire nuts, replacement of wire splices, replacement of contacts, replacement of other worn equipment to prevent possible failure of associated electrical systems as directed by the Public Works Manager or his/her authorized representative. Wire splicing connectors shall be UL approved spears DS-400 DRI-splice, 3M Direct Bury Cable Splice Kits, and/or 3M Scotchcast Splice Kits.

28. Examples of Demolition include but are not limited to removal of equipment, conduits, wiring and associated electrical equipment or devices necessary for the preservation or protection of a City facility as detailed in the Electrical Scope of Work and Equipment List above as directed by the Public Works Manager or his/her authorized representative. This work may be required in the case of upgrades of facilities, demolition of facilities or to remove obsolete equipment from service.

29. Examples of repairs include but are not limited to repair of equipment, conduits, wiring and associated electrical equipment or devices as detailed in the Electrical Scope of Work and Equipment List above as directed by the Public Works Manager or his/her authorized representative. This work may be made pursuant to troubleshooting work identified by the Contractor or City Staff, as generated by work order from other City

Personnel, request from other users of City Facilities or as identified during other routine maintenance activities.

30. The Contractor shall furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions of this Agreement.

31. City authorization is required prior to performing any repairs whose aggregate parts and labor dollar amount exceeds one hundred and fifty dollars (\$250.00). The Contractor shall notify the City's Authorized Representative as designated by Public Works Manager, and receive authorization prior to performing repairs in excess of \$150.00.

2.02 Contractor acknowledges personal inspection of the sites and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon City for any improvements or alterations thereof.

### **SPECIAL PROVISIONS TO THE MAINTENANCE AGREEMENT**

#### **1.00 COMMUNICATIONS AND EMERGENCY RESPONSE**

1.01 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 business day (see Exhibit B, Section 2.00), an answering service shall be considered an acceptable substitute. Answering machines are not acceptable.

1.02 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 Public Works Manager. If any emergency service request is not responded to in two (2) hours, the Public Works Manager shall be notified immediately of the reason for not meeting the required response time followed by a written report to the Public Works Manager within two (2) working days.

1.03 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 Public Works Manager, 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.

1.04 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 Public Works Manager at all reasonable times.

#### **2.00 SAFETY**

2.01 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.

2.02 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.

### **3.00 CONTRACTOR'S STAFF AND TRAINING**

- 3.01 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.
- 3.02 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.
- 3.03 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.
- 3.04 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
- 3.05 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.

### **4.00 EQUIPMENT**

- 4.01 The Contractor shall provide Personnel Lifts and/or Aerial Work Platforms as specified in this Section for the price specified in Proposal Item #3 (*Cost of Hydraulic Man Lifting Truck Capable of Reaching a 20 Foot Height*) and Proposal Item #4 (*Cost of Hydraulic Man Lifting Truck Capable of Reaching a 80 Foot Height*) of the Contractor's Proposed Cost of Service. Hydraulic Personnel Lifts/Aerial Work Platforms must be self-propelled, street legal, and fully operational from the work platform. The lifting portion of this equipment must be capable of reaching a minimum of 20 and 80 feet in height. The hourly rate quoted shall include an operator. No additional hourly pay will be provided for this operational equipment over and above the Contractor's quoted hourly rate for the equipment in proposal items.
- 4.02 In the event that the Public Works Manager or his authorized representative requests the Contractor to provide specialty equipment that would not normally be supplied by field technicians including Heavy Equipment (all types), Cranes, Scaffolds, and Pavement

Cutting Tools, the Contractor agrees that compensation for the specialty equipment shall be as detailed in this section. Regardless of ownership, the rates to be used in determining Contractor's equipment rental costs shall be the edition of the "Labor Surcharge and Equipment Rental Rates" published by Caltrans, current at the time of the Contractor's actual use of the tool or equipment. Caltrans' equipment rates website can be found at the following web address: <http://www.dot.ca.gov/hq/construc/equipmnt.html>. The labor surcharge rates and right of way delay multipliers published therein are not a part of this contract. Specialty Equipment shall be procured from sources within a fifty-mile radius of the City of Lake Forest if possible. Delivery time will be compensated for actual delivery time or a maximum of one (1) hour for delivery and one (1) hour for equipment return regardless of where the equipment is actually located. Specialty Equipment that is not available within this parameter will be compensated for actual delivery time with prior approval by the Public Works Manager or his/her authorized representative.

#### **5.00 NON-INTERFERENCE - NOISE**

- 5.01 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.
- 5.02 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.

#### **6.00 INSPECTIONS, MEETINGS, & REPORTS**

- 6.01 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.
- 6.02 The Contractor or his authorized representative shall meet with the Public Works Manager or his representative on each site at the discretion and convenience of the Public Works Manager, for walk-through inspections.
- 6.03 At the request of the City, the Contractor, or his/her appropriate representative, shall attend meetings and/or training sessions, as determined by the City, for purposes of orientation, information sharing, Contract revision, description of City policies, procedures, standards, and the like at no additional costs to the City.
- 6.04 At the request of the City, the 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 property. All reports, logs, tools, etc. shall be maintained and submitted in a City approved electronic format at no additional costs to the City.

**EXHIBIT "B"**  
**SCHEDULE OF MAINTENANCE SERVICES**

**1.00 SCHEDULING**

- 1.01 All repair services are on an on-call basis and will be paid for actually services rendered.
- 1.02 Contractor will coordinate and schedule all repairs & replacements with the City in advance. Contractor will notify the City of any changes in those schedules.
- 1.03 Changes to the schedule shall be received by the City a minimum of 24 hours prior to the scheduled time for the inspection. No change to the schedule shall be implemented without prior approval.
- 1.04 Failure to perform the work on the day scheduled shall result in a performance deficiency deduction.

**2.00 HOURS AND DAYS OF SERVICES**

- 2.01 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.
- 2.02 Emergency hours are defined as an unexpected and sudden event that must be dealt with urgently in order to provide continuous service.
- 2.03 Holiday hours are defined as any scheduled work to be performed on the following holidays (observance days subject to change each calendar year): In observance of City Holiday's, City Hall, and the Sport's Park Community Center will be closed as follows:

New Year's Day	Labor Day
Martin Luther King Jr Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	
Christmas Day	
- 2.04 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

**EXHIBIT "C"**  
**COMPENSATION**

Contractor shall be paid for services rendered in accordance with Section 3.3 of the Agreement and as described above under Exhibit "A" Scope of Services the not to exceed fee of three hundred thirty thousand two hundred sixty seven dollars and seventy five cents (\$330,267.75) billed on a time and materials basis. Hourly labor rates are subject to changes in prevailing wages.

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.

<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total Price</b>
Parts and Materials including markup (9%)	90,000	Percent	1.09%	\$98,100.00
Hydraulic Man Lifting Truck capable of reaching a 20 foot height	300	Hours	\$25.00	\$7,500.00
Hydraulic Man Lifting Truck capable of reaching a 80 foot height	150	Hours	\$120.00	\$18,000.00
Labor straight time	3,000	Hours	\$64.96	\$194,880.00
Labor overtime, Daily and Saturday	30	Hours	\$87.70	\$2,631.00
Labor overtime, Sunday and Holiday	15	Hours	\$110.45	\$1,656.75
Equipment Rental Allowance at the current CalTrans rental rate	1	Lot	\$7,500.00	\$7,500.00
<b>Total</b>				<b>\$330,237.75</b>

Markup not to exceed 9% on parts and materials.



**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

1.1 Insurance.

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.

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.