

**CITY OF MANHATTAN BEACH
COMMERCIAL DOOR MAINTENANCE SERVICES AGREEMENT**

THIS COMMERCIAL DOOR MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of February 7, 2018, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and BARR COMMERCIAL DOOR REPAIR, INC., a California corporation ("Contractor"). Contractor's license number is 289397 (State Contractor's License); Contractor's DIR registration number is 1000008248.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Commercial Door Maintenance Services ("Project"), as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's RFP 1142-18 Proposal dated December 7, 2017, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by the Director of Public Works and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director of Public Works. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director of Public Works, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done. Extra Work shall not exceed Twenty Thousand Dollars (\$20,000) annually.

3. Term. This Agreement shall become effective on the date first set forth above and shall remain in effect until the tasks described herein are completed to City's approval, but in no event later than February 6, 2021, unless sooner terminated pursuant to Section 12 of this Agreement. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions as this Agreement for a maximum period not to exceed six months or until renewed or awarded to a new contractor, whichever is less.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

2) City gives Contractor a written notice to proceed.

B. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

5. Time. Time is of the essence in this Agreement.

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Thirty Thousand Five Hundred Eighty Dollars (\$30,580.00) per year, in accordance with the prices as submitted in Exhibit B.

8. Payments. Contractor shall submit to City an invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

10. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal

Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Termination. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

13. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 13 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 13, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 13 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 13 shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor

does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 14.

3) **Workers' Compensation Insurance** as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. **Acceptability of Insurers.** The insurance policies required under this Section 15 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 14.

C. **Additional Insured.** The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. **Primary and Non-Contributing.** The insurance policies required under this Section 14 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. **Contractor's Waiver of Subrogation.** The insurance policies required under this Section 14 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. **Cancellations or Modifications to Coverage.** Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 14 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 14 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. **City Remedy for Noncompliance.** If Contractor does not maintain the policies of insurance required under this Section 14 in full force and effect during the term

of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 14, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 14. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 14.

15. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it has

- 1) Thoroughly investigated and considered the scope of services to be performed;
- 2) Carefully considered how the services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing,

before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

17. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto and incorporated herein by this reference.

19. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

20. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is

bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

21. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.

22. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

23. Payment Bond. Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as Exhibit D and incorporated herein by this reference.

24. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

25. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

26. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

27. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

28. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding

California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

29. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Authority. The persons executing this Agreement on behalf of Contractor warrants and represents that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

32. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

33. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

34. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

35. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

36. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during

Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

Stephanie Katsouleas, P.E.
Director of Public Works
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

To Contractor:

Kevin Whitney
Barr Commercial Door Repair, Inc.
1196 N. Grove Street, Unit A
Anaheim, CA 92806

37. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

38. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

[signatures begin on next page]

CITY OF MANHATTAN BEACH

CONTRACTOR

Barr Commercial Door Repair, Inc.

By: _____
Acting City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO CONTENT:

By: _____
Director of Public Works

By: Clifford R. Purvis
Clifford R. Purvis, President

By: _____
Printed Name: Clifford R. Purvis
Title: President

EXHIBIT A

Scope of Work

Scope of Work

- A. **Scheduled Maintenance:** Contractor shall furnish all labor, materials and transportation necessary to perform the required scheduled maintenance which occurs every 2 months. All motorized rolling gates require monthly maintenance. City reserves the right to change the frequency. Scheduled maintenance shall consist of inspection, cleaning, lubrication and adjustment of moving mechanisms. The Contractor, at the conclusion of each scheduled maintenance visit, shall also provide a written report describing which doors were serviced, and any additional maintenance recommendations. Contractor will schedule and coordinate with Facilities Supervisor. Maintenance must be completed within 2-3 consecutive days. If start time is scheduled for 7:30 AM, technician must be at predetermined location at that time.
- B. **Urgent Maintenance:** Contractor shall furnish all labor, materials, and transportation necessary to perform unscheduled service calls consisting of service as needed that is not part of scheduled monthly maintenance, and requires repair and/or replacement of door components. Contractor must respond to emergency requests within four (8) business hours after receiving such request from the City. Once the urgency level of the call is determined then the Contractor will coordinate arrival time and date with Facilities Supervisor.
- C. **The Police Department jail doors must be serviced by a CERTIFIED DETENTION HARDWARE CONTRACTOR to provide detention hardware service and OEM parts for such.**
- D. **Emergency:** Contractor shall furnish all labor, materials, and transportation necessary to perform repairs and/or replacement of components which pose a safety risk to the general public. Contractor must respond to emergency requests within four (4) business hours, including weekends, after receiving such request from the City. Contractor is to provide an emergency contact number at the start of the contract.

Failure to respond to unscheduled service calls within the specified time may be grounds for termination of the contract.

Service Report

A service report indicating the type of service performed shall be provided to the Facilities Supervisor or his designee at the conclusion of each service call.

Electronic Work Orders

The City utilizes web-based Government Outreach (GO-Reach) to generate work order requests. When non-scheduled maintenance is required for doors, the City will provide a GO-Reach request to the Contractor. However, the Contractor must possess a computer (at its own

expense) with internet access in order to receive electronic work orders. The City will provide the necessary training on the use of GO-Reach at no expense to the Contactor. It is highly recommended that a minimum of two individuals get trained in to ensure coverage at all times.

Work Hours

Regular repairs must be performed between 8:00 am and 5:00 pm, Monday through Friday, except City recognized holidays. No overtime past 5:00 pm will be allowed without prior authorization from the facilities supervisor.

Modifications to Doors

Contractor shall make no modifications to any door, which alters the configuration or render any component of the door unserviceable. In the event modification is necessary for the safe and proper operation of a door, prior approval must be obtained from the Facilities Supervisor.

Routine Repair Response

Contractor to repair doors resulting from malfunctions, vandalism or misuse. Contractor must respond within four hours of being notified by the City that repairs are required, including weekends and holidays.

Actual repairs must be approved by the Maintenance Manager or his designee, **prior** to commencement of work. Contractor shall post an "OUT OF SERVICE" sign on all entry points when equipment is closed for service or repairs. Contractor must immediately notify the facilities maintenance supervisor at 310/802-5316 of the findings for further instructions.

Emergency Response

Emergencies are defined as situations affecting safe or continuous operation of equipment covered under this agreement or affecting the safety of the public. A technician must be on-site within four (4) hours of contact by the City that emergency repair is required. This service is required 24-hours a day, seven days a week, weekends and holidays included.

Pricing

Contractor shall make repairs as required by all equipment under this contract. Preventive maintenance, and all repairs caused by poor preventive maintenance, must be included in the monthly rates quoted. Contractor shall perform all maintenance at the prices quoted for the annual maintenance contract. Contractor shall perform all non-maintenance service at the hourly rates bid. Contractor shall inform the City in advance of repairs not covered under the maintenance agreement and shall provide a written cost estimate. This requirement is waived for emergency repairs, as defined below. No work may begin until the cost estimate has been received and the work approved by the Maintenance Manager or his designee. The City reserves the right to obtain competitive quotes for repairs not covered under the maintenance agreement. If the successful Contractor is not consistently the low bidder for these repairs, the City may terminate this agreement.

Pricing Escalation

Bidder shall be able to provide services at the rates set forth on the attached Proposed Price Sheet. Prices shall remain firm for the initial 12-month period of the contract. Prices may be

adjusted annually by an amount not to exceed the Consumer Price Index (CPI) for the prior 12-month period. Prices shall then remain firm for the following 12-month period. Under no circumstances will adjustments in the fees exceed three percent (3%) per additional period. Contractor shall notify the City in writing thirty days prior to any proposed price increase. All price increases must be justified with evidence of the increased costs borne by the Contractor.

Travel Time

Contractor will be allowed to charge reasonable travel time for all repairs not covered under the scheduled maintenance agreement. Contractors are requested to fully describe travel time costs and policies in your submittal. If travel time is not included in the proposal, the City will not be obligated to pay for this after the contract is executed.

Record-Keeping

Contractor must maintain an accurate and complete log of all work performed and all routine inspections for each piece of equipment covered under this agreement. The log shall include reason for service, date, length of time spent, technician's name, and resolution.

Service technicians must complete the schedule when he/she works on equipment. The schedules will be maintained throughout the year and used as a guide and checklist. All maintenance records must be provided upon request of the facilities supervisor or designee.

Reports

Upon request, the successful supplier must provide a report of items purchased by the City for the previous six months. This report will be in order of most frequently ordered items to the least frequently ordered items. The following information must be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

Ad-hoc reports must be available upon request by the Public Works Department.

Licenses

Contractor must hold all required licenses and permits required to perform this work in accordance with Federal, City and local requirements and shall be responsible for all fees resulting there from.

Provisions

Supplier shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Supplier shall provide proof of compliance, if requested by the City.

1) Employees:

- a) **Background and Security.** All personnel engaged to work in the Police Department shall be employees of the Contractor and shall be warranted to possess sufficient experience and security clearance to perform this work. Fingerprints shall be required

and can be processed through any facility offering Live Scan services. Results need to be sent to mail code 08602 (which directs results to the Police Department). There is a fee for this service.

- b) Conduct. No employee of the Contractor shall be permitted to work at any City facility who is found by the City to be incompetent, unruly, disrespectful towards any City staff, under the influence of alcohol or drugs, fails or refuses to perform the work properly and acceptably, or is otherwise objectionable. Such person(s) shall be immediately removed from the premises upon notification by the City to the Contractor.
 - c) Identification. All employees shall wear uniforms identifying the name of the company and the individual's name (furnished by the Contractor) at all times during the performance of this work.
- 2) Government Outreach (GO-Reach) Work Order System
Contractor must have the personnel and equipment (computer) necessary to accept work orders via the GO-Reach web-based system. City will provide training session for Go-Reach work order system at no charge to Contractor. It is recommended that two staff members attend training.

Warranty

The Contractor warrants that the work, including equipment and materials, shall conform to professional standards of care and practice in effect at the time the work is performed. Work shall be of the highest quality, and be free from all faults, defects, or errors. The Contractor warrants that all equipment and materials provided shall be new. Contractor shall warrant all labor and materials for a period of one (1) year from completion of work. The Contractor shall correct such fault, defect, or error, at no additional cost to the City. If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contractor shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work. All equipment and materials provided by the Contractor shall be merchantable and fit for the purpose intended. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this Agreement.

EXHIBIT B

Barr Commercial Proposal

Commercial Door Maintenance & Repair Annual Fees

	Annual Maintenance
Year 1 - 2018	\$ 27,170
Year 2 - 2019	\$ 27,985
Year 3 - 2020	\$ 28,825
Total	\$ 83,980

Optional Renewal	Annual Maintenance
Year 4* - 2021	\$ 29,689
Year 5* - 2022	\$ 30,580
Total	\$ 60,269

See attached Pricing Sheet for itemized fee schedule per location for Year One – 2018.

EXHIBIT B

BARR DOOR - PRICING SHEET*

**Prevailing Wages Included*

Location of Commercial Doors

City Hall, 1400 Highland Ave.	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurrences/ Annually	Annual Cost
Grille - upstairs lobby	1	Side Coiling Electric		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
Garage – ramp	1	Roll-up Manual		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
Garage - exit	1	Roll-up Manual		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00

Police Dept., 420 15 th St.	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurrences/ Annually	Annual Cost
Parking entrance gate off Valley	1	Rolling Electric		\$ 129.00	\$ 129.00	Quarterly	4	\$ 516.00
Parking exit gate off Valley	1	Rolling Electric		\$ 129.00	\$ 129.00	Quarterly	4	\$ 516.00
Underground parking entrance	1	Roll-up Electric		\$ 129.00	\$ 129.00	Quarterly	4	\$ 516.00
Underground parking exit	1	Roll-up Electric		\$ 129.00	\$ 129.00	Quarterly	4	\$ 516.00
Jail sally port parking	2	Hydraulic gate		\$ 129.00	\$ 258.00	Quarterly	4	\$ 1,032.00
Jail sally port entrance	2	Sliding auto	Folger Adam	\$ 129.00	\$ 258.00	Quarterly	4	\$ 1,032.00
Jail entrance from hallway	2	Sliding auto	Folger Adam	\$ 129.00	\$ 258.00	Quarterly	4	\$ 1,032.00
Juvenile entrance	3	Sliding	Folger Adam	\$ 65.00	\$ 195.00	Quarterly	4	\$ 780.00
Lobby interview room	1	Roll-up Manual	Folger Adam	\$ 129.00	\$ 129.00	Quarterly	4	\$ 516.00

Police Detention Hardware	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurrences/ Annually	Annual Cost
Police jail cell doors	8	Sliding	Folger Adam	\$ 64.50	\$ 516.00	Annually	1	\$ 516.00
Police sobering cells	2	Sliding	Folger Adam	\$ 64.50	\$ 129.00	Annually	1	\$ 129.00
Police Juvenile 1 cell	1	Sliding	Folger Adam	\$ 64.50	\$ 64.50	Annually	1	\$ 64.50
**Pier Roundhouse	18	Roll-up shutter	<i>See note below</i>	\$ 129.00	\$ 2,322.00	Quarterly	4	\$ 9,288.00

**** It is estimated these (18) doors will be added around the summer of 2018**

Fire Station #1, 400 15 th St.	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurrences/ Annually	Annual Cost
Sectional doors – Apparatus Bay	8	Roll-up		\$ 129.00	\$ 1,032.00	Quarterly	4	\$ 4,128.00
Gate	1	Rolling Electric	Door King	\$ 129.00	\$ 129.00	Quarterly	4	\$ 516.00

BARR DOOR - PRICING SHEET*
**Prevailing Wages Included*
Location of Commercial Doors

Fire Station #2, 1400 Manhattan Beach Blvd.	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurrences/ Annually	Annual Cost
Sectional doors – Apparatus Bay	2	Roll-up		\$ 129.00	\$ 258.00	Quarterly	4	\$ 1,032.00
Gate	1	Rolling Electric		\$ 129.00	\$ 129.00	Quarterly	4	\$ 516.00

Marine Ave. Park, 1625 Marine Ave.	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurrences/ Annually	Annual Cost
Behind Paddle Tennis Court	2	Roll-up		\$ 129.00	\$ 258.00	Annually	1	\$ 258.00

Marine Sports Complex, 1801 Marine Ave.	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurrences/ Annually	Annual Cost
Concession stand	1	Roll-up		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
Vending machine alcove	1	Roll-up		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
Equipment sheds on fields	3			\$ 129.00	\$ 387.00	Annually	1	\$ 387.00

Public Works, 3621 Bell Ave.	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurrences/ Annually	Annual Cost
Building A:								
South	2	Roll-up		\$ 129.00	\$ 258.00	Annually	1	\$ 258.00
North	7	Tip-up		\$ 65.00	\$ 455.00	Annually	1	\$ 455.00
West	8	Tip-up		\$ 65.00	\$ 520.00	Annually	1	\$ 520.00
Dry storage	1	Sliding		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
Building B:								
North	3	Roll-up		\$ 129.00	\$ 387.00	Annually	1	\$ 387.00
North	1	Sectional		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
West	1	Tip-up		\$ 65.00	\$ 65.00	Annually	1	\$ 65.00
South	1	Roll-up		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
South	2	Tip-up		\$ 65.00	\$ 130.00	Annually	1	\$ 130.00
South	1	Sliding		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
East	1	Sliding		\$ 129.00	\$ 129.00	Annually	1	\$ 129.00
Building C:								
South	2	Roll-up		\$ 129.00	\$ 258.00	Annually	1	\$ 258.00

BARR DOOR - PRICING SHEET*

*Prevailing Wages Included

Location of Commercial Doors

Public Works, 3621 Bell Ave.	Quantity of Doors	Type of Doors	Make/Model	Cost per Service Occurrence	Quantity of Doors (x) Cost per Srvc Occurrence	Service Frequency	No. of Srvc Occurences/ Annually	Annual Cost
Entrance gate	1	Rolling Electric		\$ 129.00	\$ 129.00	Quarterly	4	\$ 516.00

Name of your company

BARR COMMERCIAL DOOR

City of Manhattan Beach

(YEAR ONE - 2018)

Request for Proposal #

1142-18

PRICING TOTAL

\$ 27,169.50

Commercial Door Maintenance

PRICING SHEET FOR ADDITIONAL LABOR (please note that the City will not pay for fuel surcharge or environmental fees)

Hourly rates for repairs:		
Regular:	Hourly Rate	Minimum (hours)
Mechanical overhead doors	\$ 129.00	2
Automatic gates	\$ 129.00	2
Automatic doors	\$ 129.00	2

Emergency after hours (weekdays after 5:00pm Saturdays)		
Regular:	Hourly Rate	Minimum (hours)
Mechanical overhead doors	\$ 129.00	2
Automatic gates	\$ 129.00	2
Automatic doors	\$ 129.00	2

Emergency after hours (Sundays and holidays)		
Regular:	Hourly Rate	Minimum (hours)
Mechanical overhead doors	\$ 129.00	2
Automatic gates	\$ 129.00	2
Automatic doors	\$ 129.00	2
Police Jail Doors	\$ 129.00	2
Percentage of Parts Markup		
	15 %	N/A

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required

to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT D
PAYMENT BOND
(LABOR AND MATERIALS)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("Public Agency"), State of California, has awarded to _____ ("Principal") a contract (the "Contract") to _____.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.