



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: June 4, 2024

Agenda Item: 11E

Submitted By: Finance and Administrative Services

Prepared By: Jake Rahn, Finance Manager

Subject:

CONSIDERATION OF A RESOLUTION APPROVING THE FLEET MAINTENANCE SERVICES AGREEMENT AMENDMENT EXERCISING THE FIRST FIVE (5) YEAR EXTENSION OPTION

Fiscal Impact:

The annual cost for FY 2023-24 is \$570,000 with future years adjusted by the consumer price index per the terms of the agreement.

Summary:

Before the City Council is a resolution authorizing the execution of the first five (5) year extension option with First Vehicle Services for continued Fleet Maintenance Services.

Background:

The City's fleet services program transitioned from in-house vehicle maintenance services to contracted services in 1994 awarding the contract to First Vehicle Services. Upon expiration of the original agreement in 2014, staff presented a Fleet Maintenance Services evaluation paper that assessed industry best practices, pricing structure, performance metrics, fleet replacement policies and overall contractual obligations that resulted in a new agreement with First Vehicle Services with available options through 2034.

First Vehicle Services has proven to be a valuable service provider for the maintenance of our fleet. Through the course of the agreement, they have demonstrated reliability, industry knowledge and acquired substantial expertise in City operations. The initial term of the agreement has concluded and staff is recommending exercising the first of two (2) five (5) year extension options for continued fleet maintenance services.

Council Options:

- Adopt Resolution 24-81, which will approve and authorize the City Manager to execute an amendment to the Maintenance Services Agreement with First Vehicle and authorize future extensions.
- Modify and adopt Resolution 24-81.
- Continue the item with direction to staff to provide additional information.
- Deny the request for an amendment to the Maintenance Services Agreement with First Vehicle Services and provide specific direction to staff.

Environmental Review/Analysis:

This is not a “project” under the California Environmental Quality Act.

Recommended Actions:

Staff recommends City Council adopt Resolution 24-81 which will:

1. Approve and authorize the City Manager to execute an amendment to the Maintenance Services Agreement with First Vehicle Services formally exercising the five (5)-year extension option with an annual cost for FY 2023-24 of \$570,000 with future years adjusted by the consumer price index per the terms of the Agreement; and
2. Authorize the City Manager to exercise future options with pricing not to exceed the annual CPI adjustment.

Attachment:

1. 1st Amendment Fleet Maintenance Services Agreement
2. Resolution No. 24-81
3. Original Fleet Maintenance Services Agreement

Notification:

None.

**FIRST AMENDMENT TO
MAINTENANCE SERVICES AGREEMENT FOR
FLEET MAINTENANCE SERVICES**

This First Amendment to Maintenance Services Agreement for Fleet Maintenance Services (this "First Amendment") is made and entered into on this ____ day of _____, 2024, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and Transdev Fleet Services, Inc. f/k/a First Vehicle Services Inc., a Delaware corporation ("Contractor").

R E C I T A L S:

- A. City and Contractor entered into that certain Maintenance Services Agreement for Fleet Maintenance Services (the "Agreement") on June 17, 2014 with an Initial Term of ten (10) years that is set to expire on June 30, 2024. The Agreement provides for renewals in two (2) five (5) year increments.
- B. City and Contractor desire to amend the Agreement in the manner provided herein.

C O V E N A N T S:

1. The first Renewal Term in Article III Section B of the Agreement is hereby exercised commencing on the expiration of the Initial Term, and shall continue for five (5) years through June 30, 2029.

Except as expressly amended by this First Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____, 20____

ATTEST:

CITY CLERK of the City of
San Clemente, California


APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

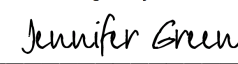
**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

Transdev Fleet Services, Inc., f/k/a First
Vehicle Services, Inc. (CONTRACTOR”)

DocuSigned by:
By: 
0C3C4EBAA8BC49B...
George Cavelle, Regional Vice President

Dated: 5/3/2024

DocuSigned by:
By: 
C8C3CCEEB0C1415...
Jennifer Green, Vice President of Finance

Dated: 5/2/2024

RESOLUTION NO. 24-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FIRST VEHICLE SERVICES EXERCISING THE FIRST FIVE (5)-YEAR EXTENSION OPTION AND AUTHORIZING FUTURE EXTENSION

WHEREAS, on June 17, 2014, the City of San Clemente (“City”) and First Vehicle Services entered into a Maintenance Services Agreement (“Agreement”) for Fleet Maintenance Services; and

WHEREAS, the initial term of the Maintenance Services Agreement for Fleet Maintenance Services will expire on June 30, 2024; and

WHEREAS, the Agreement provides for renewals in two (2) five (5) year increments; and

WHEREAS, the City wants to continue Fleet Maintenance Services with First Vehicle Services and doing so is in the best interests of the City and the public.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

SECTION 1. That the above recitations are true and correct and incorporated herein.

SECTION 2. That the City Manager is authorized and directed to execute an amendment to the Maintenance Services Agreement for Fleet Maintenance services formally exercising the first five (5) year extension option in a form substantially similar to that presented to the City Council on June 4, 2024.

SECTION 3. That the City Manager is authorized to exercise the second option in the Agreement in his discretion with pricing not to exceed the annual CPI adjustment per the terms of the Agreement.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

CITY CLERK of the City of
San Clemente, California

Mayor of the City of
San Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-81 was adopted at a regular meeting of the City Council of the City of San Clemente held on _____ day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

FLEET MAINTENANCE SERVICES AGREEMENT CITY OF SAN CLEMENTE, CALIFORNIA

THIS FLEET MAINTENANCE SERVICES AGREEMENT CITY OF SAN CLEMENTE, CALIFORNIA, (the "Agreement") is made and entered into this 17th day of JUNE, 2014, by and between the **City of San Clemente** with an address of 100 Avenida Presidio, San Clemente, CA (hereinafter referred to as "City") and **First Vehicle Services, Inc.**, with an address of 600 Vine Street Suite 1400 Cincinnati, Ohio 45202 (hereinafter referred to as "Contractor"), or jointly known as the "Parties".

RECITALS:

WHEREAS, the City desires to contract with Contractor to perform certain fleet vehicles maintenance services on an independent contractor basis and in accordance with terms of this Agreement; and

WHEREAS, Contractor desires to perform the subject fleet vehicle maintenance services for the City on an independent contractor basis as set forth in this Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor further agree as follows:

DEFINITIONS:

Target and Non-Target Services

The Contractor will provide each of the services outlined under the terms of this Agreement and Attachments, and such other allied services may be required to assure the continuity of effective and economical operation of the City's fleet, regardless of their definition as "Target" or "Non-Target" services. The Contractor will provide all supervision, labor, tools, parts, materials, supplies, office equipment, and sub-contractor services required, unless specifically exempted under the terms of this Agreement, necessary to provide fleet services in accordance with generally accepted fleet practice, and in accordance with the performance standards specified in this Agreement.

Each service in this Agreement is either a "Target" or a "Non-Target" service. These designations have important procedural and financial implications, as described throughout the remainder of this Agreement.

Target Services

The Contractor will provide all services designated "Target" services within a single annual fixed ("Target") amount. City and Contractor shall share parts overage 50/50 up to 115% of the annual Target amount. The Contractor will bear all other risk associated with exceeding the annual cost Target, but will share in any savings below the annual Target amount on a 50/50 basis.

Non-Target Services

The Contractor will provide all services designated as "non-Target" services on a time and materials basis at rates specified in its proposal. The City and the Contractor will cooperate in establishing and managing an annual budget for non-Target services. Non-Target Services shall include work performed on units covered by the Agreement as a result of accidents, vandalism, and user abuse, body repairs requested by the City, repairs resulting from major component failure of units outside of agreed upon life cycles as defined in Exhibit C, and any other work as directed by the City not specified as Target Services above.

Repairs, which would normally occur within the expected use of the vehicle such as preventive maintenance, brake pads/shoes, etc., will continue to be performed under the fixed target price. However, repairs, which are necessitated by excessive vehicle age/mileage, such as engine or transmission replacement, major component/system failure, complete air conditioning systems, complete brake systems, differentials, final drives, transfer cases, tracks and undercarriage, hydraulic systems, and frame and body erosion will be treated as a non-target repair.

ARTICLE I SCOPE OF SERVICES

Contractor agrees that it will furnish all of the labor, supplies and materials, equipment, and any other facilities or resources required to perform the fleet vehicle maintenance services described in Exhibit "A" attached to this Agreement (the "Services") in a timely, expeditious and professional manner and in accordance with the terms and conditions of the documents identified below, as such documents have been or may be amended, which documents are attached hereto, incorporated herein and which may be referred to together as the Exhibits. The Exhibits to the Agreement comprise of:

- Exhibit A - Fleet Vehicle Maintenance Services,
- Exhibit B - Target Budget,
- Exhibit C - Non-Target Labor Charges and Standard Life Cycles,
- Exhibit D - Current Vehicle and Equipment List,
- Exhibit E - Shop Equipment List,
- Exhibit F - Description of Premises
- Exhibit G - Quality Assurance Program

In the event there is a conflict between any of the above listed Exhibit documents and the Agreement, this Agreement controls. Otherwise, the Exhibits shall govern the parties' relationship in the following order of precedence: Fleet Vehicle Maintenance Services, Target Budget, Non-Targeted Labor Charges, Current Vehicle and Equipment List, Shop Equipment List, Description of Premises, and Quality Assurance Program.

ARTICLE II USE AND OCCUPANCY OF CITY FACILITY

The Services shall be performed in designated portions of the City's Fleet Maintenance Facility located at 390 Avenida Pico, San Clemente, California 92672 (the "Facility"). The

specific designated portions of the Facility in which the Services shall be performed are hereby leased to Contractor for \$1.00 per year in accordance with the provisions of the Agreement. Contractor's lease is for its exclusive use and occupancy of the Designated Space for the term of its performance of the Services (the "Designated Space") as well as use of other portions of the Facility, which is also used by the City staff (the "Shared Space"). Attached Exhibit "F" identifies the portions of the Facility comprising the Designated Space and Shared Spaces. The Facility shall remain the property of the City at all times subject to the terms and conditions of this Agreement. The City shall have the right to enter the Designated Space at all times for the purpose of performing inspections of the Facility and Contractor's performance of Services. City shall exercise its right of entry at reasonable times, preferably during normal business hours, and upon the provision of reasonable advance notice to the Contractor.

The Contractor may request that City change the locks on any or all of the maintenance facilities and equipment leased for the duration of the Agreement. City must approve such change. A duplicate key for all re-keyed locks shall be retained by the City. All keys shall be identified by tags. City and Contractor shall mutually agree upon which City employees have access to the Designated Space.

Contractor agrees to ensure that the Designated Space is operated and maintained in a manner that minimizes environmental impact through appropriate preventive measures and in the case of a release, spill or leak of Hazardous Materials as a result of Contractor's activities, Contractor shall immediately control and remediate all contaminated media. Contractor shall also immediately notify the City in writing of the release, spill or leak, the control and remediation response actions taken by Contractor, and any responses, notifications or actions taken by any federal, state or local agency with regard to such release, spill or leak. Contractor shall make available for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that Contractor has prepared pursuant to any requirement under this Section or submitted to any governmental or regulatory agency under this Section. If there is a requirement to file any notice or report of a release or threatened release of any Hazardous Materials on, under or about the Premises, Contractor shall provide a copy of such reasonable testing and monitoring as is necessary to determine whether any Hazardous Materials have entered the soil, groundwater, or surface water on or under the Premises due to Contractor's use or occupation of the Premises. Contractor shall provide copies of all results of such testing and monitoring to the City.

Contractor shall be solely responsible for the control, disposal and clean up of all Hazardous Material and environmental pollution caused by the Contractor, its employees, agents contractors, and assignees, which shall be accomplished in accordance with all applicable federal state and local laws and regulations. Contractor shall provide training to and management of all of its employees and agents working with and handling hazardous materials during the course of performing Services hereunder or relating hereto in accordance with all applicable federal, state and local laws and regulations, and shall hold City harmless for any and all actions of the Contractor relating to waste disposal. This section shall survive the expiration or termination of this Agreement. The survival of this term shall not influence whether other terms hereof shall survive the expiration or termination of this Agreement or the extent of such survival.

City reserves the right to grant additional restrictions or encumbrances affecting the Contractor's use and occupancy of the Facility so long as such restrictions or encumbrances do not materially interfere with Contractor's use of the Facility. The City will consult with the

Contractor before making additional restrictions or encumbrances and will coordinate them with the Contractor.

ARTICLE III TERM

- A. **INITIAL TERM.** The effective date of this Agreement shall be July 1, 2014 regardless of the date when the Agreement is actually signed by the parties ("Effective Date"). The Initial Term of the Agreement shall be for a period of ten (10) years (the "Initial Term").
- B. **RENEWAL TERMS:** This Agreement may be renewed for an additional ten (10) years, with a renewal in two five (5) increments, each "Renewal Term" commencing on the expiration of the Initial Term, and shall continue for five (5) years from that date unless terminated earlier. Except as otherwise specified, the Parties have the right to terminate the Agreement at any time upon the provision of not less than ninety (90) days advanced written notice. For the purpose of this Agreement, the "then current Agreement" shall mean either the Initial Term or the Renewal Term, whichever is in effect at the relevant time.

ARTICLE IV COMPENSATION

For the first year of the Initial Term, City shall pay Contractor FOUR HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED AND THIRTY-NINE DOLLARS (\$484,739.00), as pursuant to Exhibit "B" to this Agreement.

Compensation for each subsequent year of the Initial Term beyond year one shall be negotiated and agreed upon by the Parties prior to the beginning of each renewal term, provided however that increases in rates shall not exceed the most recently published Los Angeles-Riverside-Orange County Consumer Price Index (CPI) (Bureau of Labor Statistics Series ID#CUURA421SAO, CUUSA421SAO) for all labor charges, for private transportation, for maintenance for motor vehicles, for motor vehicles parts and equipment, and for motor vehicle repair for the City of San Clemente for the prior year and shall take into account consideration of the size of the fleet based on class if the increase or decrease in the size of the fleet is plus or minus five percent (5%). An increase or decrease in equipment to be maintained as part of the target cost shall also be part of the negotiation.

Invoices. The Contractor will submit invoices prior to the tenth of the each month which will describe the Services performed and expenses incurred pursuant to this Agreement. Invoices will be reviewed by the City Manager, or his authorized agent, who will submit them to the City Finance Department for payment upon his/her approval. Invoices shall provide detail of Contractor's performance of Services and other charges sufficient to the City's requirements. City shall determine whether and to what extent Contractor has adequately performed the services for which payment is sought. If City determines that Contractor has not adequately performed such services, City shall inform Contractor of those acts, with thirty (30) days, which are necessary for satisfactory completion. Subject to the provisions below, which provide for the City to withhold payment in the event Contractor's insurance expires during the term of this Agreement, City shall cause payment to be made to Contractor within fifteen (15) working days from City's determination that Contractor has adequately performed those services for which City has been invoiced.

In addition to the other remedies provided by this Agreement, City may withhold from any monies payable to Contractor sufficient funds to compensate City for any losses, costs, liabilities or damages suffered by City due to default of Contractor in the performance of the services required by this Agreement

ARTICLE V CHANGES IN CONTRACTOR'S SCOPE OF SERVICES

A change in the scope of the Services provided by Contractor hereunder shall constitute any City authorized change in the herein specified Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written Amendment executed by the City Manager (CM) or his designee. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of City will have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

ARTICLE VI PROFESSIONAL RESPONSIBILITY

Contractor acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's services and work shall be held to a standard of quality and workmanship prevalent in the industry for such service and work. Contractor represents to City that Contractor holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor shall perform the work and services under this Agreement in accordance with such standard of work and in accordance with the accepted standards of the professional disciplines involved in the project. All work shall be completed to the reasonable satisfaction of City. If City reasonably determines that the work is not satisfactory, City shall have the right to: (i) meet with Contractor to review Contractor's work and resolve matters of concern; and/or (ii) require Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory

ARTICLE VII WORK PRODUCT

Work Product. Any data, reports, drawings documents or other things or information provided by the City to the Contractor during the performance of Services shall be and remain the sole property of the City at all times. The Contractor shall return or provide to the City such documents, etc. in accordance with the terms of the Agreement before full payment of compensation. Contractor shall not disclose any Deliverables to third parties without the prior written consent of City. Contractor will be using First Source MIS, its proprietary software, in the provision of Services.

**ARTICLE VIII
COMPLIANCE WITH ALL LAWS AND REGULATIONS**

All of the Services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of California and with the charter, ordinances and rules and regulations of City.

- A. Pursuant to California Law, a Contractor whose performance of Services involves provision of a service and not provision of a specific end product shall by signature and attestation below certify to the following:
1. Contractor: as of the date of this Agreement or order, shall not knowingly employ or contract with an illegal alien who will perform Services under this Agreement.
 2. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement as required under Federal law.
 3. Contractor shall not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement.
 4. If Contractor obtains actual knowledge that a subcontractor performing Work under this Agreement employs or contracts with an illegal alien, Contractor shall:
 - a. Notify the subcontractor and City within three (3) Calendar Days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract with the subcontractor if during such three (3) Calendar Days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 5. Contractor shall comply with any reasonable request by the State or City made in the course of an investigation that the State or City is undertaking pursuant to the authority established by California Law.
 6. If Contractor violates any provision of the certification, City may terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to City.
 7. The Contractor's attention is directed to the fact that all applicable state and federal laws, City and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though herein written out in full.

ARTICLE IX INDEMNIFICATION

Contractor shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold free and harmless City and City's agents, officers, and employees, from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or Contractor's officers, agents, employees, representatives, or subcontractors [collectively, the "Contractor Entities"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of Contractor, any of the Contractor Entities, anyone directly or indirectly employed by any of them, or anyone that they control, under this Agreement, including for Contractor's use and occupancy of the Facility as defined in Article II.

Contractor's indemnification and hold harmless obligations under this section shall not apply to the extent any loss, damages, suits, penalties, costs, liabilities and expenses arise from or are caused by the sole negligence or willful misconduct of the City, its agents or employees, Contractor's good faith adherence to City's directives and policies and procedures.

With respect to the general and auto liability coverages specified in Article X, Contractor shall defend any and all claims or suits which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such claims including, but not limited to, court costs and reasonable attorneys fees incurred in defending or investigating such claims. Such payments on behalf of City shall be in addition to any all legal remedies available to City and shall be considered City's exclusive remedy.

Contractor's duty to indemnify City shall arise at the time written notice of a claim is first provided to City regardless of whether claimant has files suit on the claim. Contractor's duty to indemnify City shall arise even if City is the only party sued by claimant. Contractor's indemnification obligation shall include, but not be limited to, any claim made against City by (1) Contractor's employee or subcontractor who has been injured on property owned by City; (2) a third party claiming patent, copyright, or trademark infringement.

The provisions of this Indemnification section shall survive the termination or expiration of the Initial Term and any renewal term of the Agreement, as amended.

To the extent authorized by law, Contractor shall defend and hold harmless City and City's agents, officers, and employees against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of negligent action or omission of Contractor or its employees, agents, subcontractors, or assignees in connection with the entry, occupancy, or use of, or operations on the Facility premises, during the term of this Agreement, including for environmental liability and responsibility. The term "environmental liability and responsibility" includes all liability, obligation and responsibility for evaluation, monitoring, controlling, mitigation, cleaning up and remediating any Hazardous Material, pollutants or contaminants.

ARTICLE X INSURANCE

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, Contractor shall submit certificates and endorsements to City indicating compliance with the following minimum insurance requirements, and Contractor shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' Compensation insurance to cover Contractor's employees as required by the California Labor Code with employer's liability limits not less than One Million Dollars (\$1,000,000) per accident or disease. Before execution of this Agreement by City, Contractor shall file with City the attached signed Worker's Compensation Insurance Certification. Contractor shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

None of the City, the San Clemente Redevelopment Agency, or any of their respective officers, employees, and agents will be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this paragraph.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

(1) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by City's Risk Manager for all coverages except surety.

(2) name and list as additional insureds City, City's officers, employees, and agents and, if the City's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.

(3) specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;

(4) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"

(5) cover the operations of Contractor pursuant to the terms of this Agreement; and

(6) be written on an occurrence and not a claims made basis.

C. Professional Liability or Errors and Omissions insurance specifically designed to protect against acts, errors or omissions of the Contractor and "covered professional services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

[] If this box is checked and City has initialed below, the requirement for Professional Liability or Errors and Omissions insurance set forth in paragraph C above is hereby waived.

City's Initials: _____

Notwithstanding anything herein to the contrary, in the event any of Contractor's insurance as required pursuant to this Section expires during the term of this Agreement, City shall withhold any payment due to Contractor hereunder until such time as Contractor obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to City. Alternatively, such a failure shall constitute a material breach of Agreement upon which City may immediately terminate this Agreement, or at its discretion, City may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against any monies due to Contractor from City.

Contractor shall require all of its subcontractors to procure and maintain during the course of their subcontract work with Contractor insurance that complies with the foregoing minimum insurance requirements. Contractor shall obtain from such subcontractors and retain in its files certificates evidencing such compliance.

D. Contractor shall procure and maintain and shall cause any subcontractor of the Contractor to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section A of this Clause. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

E. The Contractor shall name City, its officers, agents, and employees as additional insureds, for claims specifically arising under this Agreement, with respect to the liability coverage in Paragraph 2 above. A Certificate of Insurance shall be completed and forwarded along with the Additional Insured Endorsement to City by the Contractor's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by City **prior to commencement of any services under this Agreement.** Certificate(s) shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at thirty (30) Calendar Days prior written notice has been given to City. The completed Certificate of Insurance and Additional Insured Endorsement shall be sent to the City.

- F. Failure on the part of the Contractor or subcontractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which City may immediately terminate this Agreement, or at its discretion, City may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against any monies due to Contractor from City.
- G. City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow City access to any and all insurance policies and endorsements pertaining to this particular Project.
- H. Every policy required above shall be primary insurance and any insurance carried by City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under the policies required above.
- I. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

ARTICLE XI PERFORMANCE BONDS

- A. The Contractor agrees to procure and maintain throughout the term of this Agreement a Performance Bond in the amount of \$200,000 (Two Hundred Thousand dollars) which shall provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law, or as provided herein by the Contractor of all aspects, terms, and conditions of this Agreement.
- B. The Surety on such bond shall be a duly authorized Surety company satisfactory to City. The Surety must be listed in Federal Circular 570 and must be approved by City. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney. In the event the Performance Bond is not delivered within twenty (20) Calendar Days of Notice of Award, then the offer shall be ruled null and void and the award will be rescinded.
- C. The Surety shall agree to the following provisions which shall be included in the Performance Bond:
 - 1. The Surety shall waive notice of any alternation of the Agreement or extension of time made by City.
 - 2. Whenever Contractor shall be, and declared by City to be in default under the Agreement, and City providing proper notice of said default, City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a. Complete the Agreement in accordance with its terms and conditions; or
 - b. Obtain a Proposal or Proposals for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible proposing firm, or, if City elects, upon determination by City and the Surety jointly of the lowest responsible proposing firm, arrange for an agreement between such proposing firm and City, and make available as the Services are provided (even though there should be a default or a succession of defaults under the Agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any Amendments thereto, less the amount properly paid by City to Contractor.
3. No right of action shall accrue on the bond to or for the use of any person or corporation other than City or the heirs, executors, administrators or successors of City.
- D. City may, at its sole discretion, at any time during the term of the Agreement, waive the requirement for the Performance Bond. Such waiver must be in writing. If City waives the Performance Bond requirement, any reduction in cost to Contractor shall be refunded to City. If a waiver is made, City may, at its sole discretion, at a future date during the term of the Agreement, reinstitute the Performance Bond requirement, and Contractor hereby agrees to obtain the bond, and the cost of the bond shall be added to the compensation due hereunder. Any waivers or reinstatement of the bonding requirement will be made by an Amendment executed by the Parties.

ARTICLE XII INDEPENDENT CONTRACTOR

The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee, agent or servant of the City, nor is Contractor entitled to City employment benefits. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT. As an independent contractor, Contractors agrees that:

- A. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City; and
- B. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and

- C. City will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and
- D. Neither Contractor, nor its employees or contractors, will receive benefits of any kind from the City. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the City; and
- E. All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and
- F. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.
- G. In addition to all other obligations contained herein, Contractor agrees:
 - 1. To furnish all tools, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services; and
 - 2. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City; and
 - 3. To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as employer; and
 - 4. To require its subcontractors to comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to subcontractor as an employer, including maintenance of standard Workers' Compensation as required by law in the State of California.

ARTICLE XIII TERMINATION

This Agreement may be terminated by either party for any reason, with or without cause, upon the provision of not less than ninety (90) days advanced written notice. In such event, Contractor shall be compensated for all services performed and costs incurred up to the date of notification for which Contractor has not been previously compensated, plus termination expenses reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A", as applicable). Upon receipt of notice of termination from City, Contractor shall continue its services for ninety (90) days, unless otherwise directed, and deliver to City all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in the performance of this Agreement, whether completed or in process.

**ARTICLE XIV
AGREEMENT MADE IN CALIFORNIA AND VENUE**

This Agreement shall be governed by the laws of the State of California, and any legal action concerning the provisions hereof shall be brought in the County of Orange, State of California.

**ARTICLE XV
ENTIRE AGREEMENT**

The Parties acknowledge and agree that the provisions contained herein constitute this entire Agreement and that all representations made by any office, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the ACM or his designee, shall be valid unless they are contained in an instrument which is executed by all the Parties with the same formality as this Agreement.

**ARTICLE XVI
ASSIGNMENT**

Contractor agrees not to assign, pledge, or transfer its duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the City.

**ARTICLE XVII
NO WAIVER OF RIGHTS**

No delay or omission in the exercise of any right or remedy by a non-defaulting party shall impair such right or remedy or be construed as a waiver. City's consent or waiver of one act or omission by Contractor shall not be deemed to constitute a consent or waiver of City's rights with respect to any subsequent act or omission by Contractor. Any waiver by either party of any default must be in writing.

**ARTICLE XVIII
INSPECTION OF RECORDS**

In connection with the Services performed hereunder, City and any of their duly authorized representatives shall have access to all of Contractor's books, documents, papers, and any other records of Contractor which relate to the Services. Contractor further agrees that such records shall contain information concerning the personnel who performed the Services, the specific tasks they performed and the hours they worked. Contractor shall retain these records for three (3) years after the termination date of this Agreement. Contractor's records pertaining to Services performed hereunder shall be public records subject to disclosure pursuant to the provisions of the California Public Records Act, §§ 6251 and 6252, subsections (a) through (g).

**ARTICLE XIX
CONTRACTOR ETHICS**

Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor pursuant to Article IV, Compensation. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Article XIX shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

**ARTICLE XX
COORDINATION OF SERVICES**

Contractor shall fully coordinate the performance of its Services with other contractors or other entities performing Services which interfaces with or is affected in any way by Contractor's Services, and with any interested city or other governmental agencies.

**ARTICLE XXI
NON-DISCRIMINATION**

Contractor, its agents, employees, and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.

**ARTICLE XXII
ADVERTISING AND PUBLIC DISCLOSURES**

Contractor shall not include any references to this Agreement or to Services performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the ACM or his designee.

**ARTICLE XXIII
TIME IS OF THE ESSENCE**

The Parties agree that in the performance of the terms and requirements of this Agreement by Contractor that time is of the essence.

**ARTICLE XXIV.
INUREMENT**

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

**ARTICLE XXV
HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**ARTICLE XXVI
CITY EXECUTION OF AGREEMENT**

This Agreement is expressly subject to and will not become effective or binding on City until it is fully approved and executed by City.

**ARTICLE XXVII
TAXES AND LICENSES**

Contractor shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this Agreement, and shall take out and keep current all required municipal, City, state, or federal licenses required to perform the Services. Contractor shall furnish City, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay, when due, all bills, debts and obligations it incurs performing Services under this Agreement and to allow no lien, mortgage, judgment or execution to be filed against land, facilities, or improvements owned by City.

**ARTICLE XXVIII
SEVERABILITY**

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

**ARTICLE XXIX
NO THIRD PARTY BENEFICIARIES**

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor and nothing contained in the Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of City and Contractor receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

**ARTICLE XXX
PERSONNEL ASSIGNMENTS**

If, during the term of this Agreement, the City's ACM or his designee determines that the performance of its personnel is not acceptable, he will notify Contractor and give Contractor the time within which the ACM or his designee may require Contractor to reassign such personnel. If the ACM or his designee notifies Contractor that certain of its personnel must be reassigned, Contractor shall use its best efforts to obtain adequate substitute personnel within ten (10) Calendar Days from the date of the notice. Further, if the ACM or his designee exercises his right to require reassignment of personnel, the ACM or his designee shall make such request in writing, state the reasons therefore, that such request does not violate applicable local, state and federal laws and regulations.

**ARTICLE XXXI
FORCE MAJEURE**

In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, City shall excuse Contractor from performance under this Agreement.

**ARTICLE XXXII
NOTICE**

Any notice or communication between Contractor and City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY:	City of San Clemente Attn: City Manager 100 Ave. Presidio San Clemente, CA 92672
With copy to:	Rutan & Tucker PO Box 1950 611 Anton Blvd., 14 th Floor Costa Mesa, CA 92626
CONTRACTOR:	First Vehicle Services, Inc. General Counsel 600 Vine Street, Suite 1300 Cincinnati, Ohio 45202

**ARTICLE XXXIII
AUTHORIZATION**

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations herein.

**ARTICLE XXXIV
ATTORNEY'S FEES**

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

**ARTICLE XXXV
PAYMENT OF SUBCONTRACTORS**

Contractor will pay all subcontractors and vendors in accordance with its contractual obligations to such parties, all the amounts Contractor has received from City on account of their work. Contractor will impose similar requirements on subcontractors and vendors to pay those parties with whom they have contracted.

**ARTICLE XXXVI
DUTY TO CONFER**

Unless provided to the contrary in the Agreement documents, Contractor shall continue to perform the Services and City shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and City.

**ARTICLE XXXVII
DISPUTE AVOIDANCE AND RESOLUTION**

The parties are fully committed to working with each other throughout the term of the Agreement and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and City shall use best efforts to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the performance of the obligations hereunder.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this FLEET MAINTENANCE SERVICES AGREEMENT SAN CLEMENTE, CALIFORNIA as of the date first written above.

Attest:

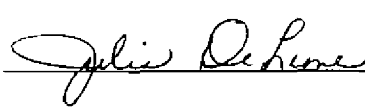
City of San Clemente:


Joanne Baade, City Clerk


Tim Brown, Mayor

Attest:

First Vehicle Services, Inc.


Julie DeLone


Dale Domish, Senior Vice President

Approved as to Form:

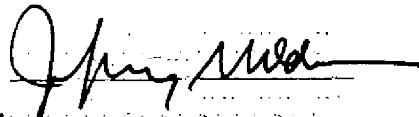
City Attorney: 
Dated: 10/7/14

EXHIBIT "A"

FLEET VEHICLE MAINTENANCE SERVICES

TARGET SERVICES

1. VEHICLE MAINTENANCE AND REPAIR

1.1. Staffing Requirements

- a) The Contractor will be on-site providing vehicle maintenance and repair service at the City's Maintenance Facility, at a minimum, Monday through Friday between the hours shown below:

Service Center	Minimum Operating Hours
Monday-Thursday	7:00 AM to 4:30 PM
Friday	7:00 AM to 3:30 PM

- b) The Contractor may not modify these hours without written consent by the City. The Contractor must provide additional staffing as required to meet the performance standards of this contract (at no additional cost to the City), to meet service needs during natural or manmade emergencies (non-Target services if response is after normal business hours), and to meet the special service needs of City departments (non-Target services).
- c) Contractor staffing is based on the following table:

Position	FTE
General Manager	.8
Administrative Assistant	.75
Mechanic	1.0
Mechanic	1.0
Totals	3.3

- d) The City observes nine holidays as listed below:

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

- e) The contractor will provide the resources to assist promptly customers when the City brings vehicles to the shop for service. The Contractor will greet customers at a designated area within the shop. Contractor personnel will assist the customer in describing the service issues that the customer is experiencing, will immediately open a work order in the City's fleet management information system including all pertinent information as directed by the Contract Administrator, and will provide the customer with a completion date/time estimate.
- f) The City historically has supported ASE certifications of its mechanics. Currently 100-percent of the mechanics have at least one ASE certification. 100-percent of mechanics hold ASE Master Certifications.

1.2 **Preventative Maintenance**

- a) The Contractor will perform timely service on all fleet vehicles in accordance with each unit's original equipment manufacturer (OEM) recommended preventive maintenance (PM) services; and where such services are not defined, in accordance with the Vehicle Preventive Maintenance Program outlined in Appendix G.
- b) All customers will be given a completion time estimate for PM and statutory inspections. Work will begin on PM and statutory inspections within fifteen minutes for those vehicles less than 8600 Gross Vehicle Weight Rating when a customer has made a time certain appointment and elects to wait at the shop for services to be completed. Work will begin within two hours on all PM and statutory inspections when a customer elects to drop off their vehicle at a shop. The Contractor will notify customers by phone and/or email if they must extend the initial completion time estimates due to the inspection uncovering additional repair work. The contractor must document all appointment, start, and completion times for services in the Contractor's fleet management information system (FIRST SOURCE).
- c) The Contractor will maintain a PM schedule for every vehicle in the fleet, and will describe, as an integral part of its proposal, how it will schedule preventive maintenance and monitor for preventive maintenance program compliance. The contractor will maintain a PM schedule for every vehicle in the fleet. The contractor will cooperate with customers to set appointments that minimize disruptions to City work activities. The contractor will also be responsible for monitoring reports from the Contractor's fleet management information system (FIRST SOURCE) to insure that vehicles that become due for service and that may not appear on the monthly calendar are serviced on-time. The contractor will schedule these units for service with customers at a mutually agreeable time that occurs before the unit is overdue for service. Any statutory inspections (Any inspection mandated by the State of California will be scheduled in a similar manner as described above).

1.3 **Vehicle Safety, Emissions, and Other Inspections**

- a) The contractor will be responsible for completing all Federal and State required vehicle inspections and certifications.
- b) The contractor will coordinate the scheduling of inspections and certifications with each Department Liaison.

1.4 **Repairs to Vehicles and Equipment**

- a) The Contractor will provide for all routine mechanical repairs to the fleet excluding Police Motorcycles. Maintenance and repair of Police Motorcycles shall be treated as Non-Target services. By definition, all repairs are routine except for those specifically described in the Vehicle Maintenance and Repair — Non-Target Services section below.
- b) Priorities can change on a daily basis depending on emergencies, work priorities, and the availability of backup units. The Contractor will be responsible for following repair priorities as set by the Contract Administrator in order to meet the City's expectations for vehicle availability.
- c) The contractor will provide completed work orders to all customers who request them. Completed work orders should be available at the time that the customer picks their vehicle up from a shop and must include complete details regarding the services performed including labor, parts, and sublet costs.
- d) The Contractor must analyze in advance the cost effectiveness of any Target repair exceeding \$1,000 for light duty (less than 8,500 lbs. GVWR) vehicles, including Police vehicles. The Contractor must analyze in advance the cost effectiveness of any Target repair exceeding \$3,000 for heavy-duty vehicles (greater than 8,500 lbs GVWR) and other motorized equipment, or any repair where the cost estimate is more than the fair market value of the unit. These repairs require approval in advance by the City. In such cases, if the Contractor believes that replacement appears to be more cost-effective than repair then such recommendation shall be presented to the City. The City, however, will make the final repair versus replace decision. The City will place in a suspended status any unit awaiting repair authorization relative to the performance standards and requirements of the Agreement.

1.5 **"Quick Fix" Repairs**

- a) The Contractor will provide a "Quick Fix" service for repairs that take less than one hour when the vehicle operator delivers the vehicle to the garage and chooses to wait for service. Examples of quick fix services include, but are not limited to, replacing wiper blades, fuses, and light bulbs; topping-off fluids; and fixing flat tires. This service will be continuously available during normal hours of operation.

- b) The City will consider favorably proposals that include specific methods of maximizing the usefulness of quick fix services for improving user productivity and fleet availability. Examples may include user training and education programs; advance scheduling of quick fix services; and others.

1.6 **Tire Services**

- a) The contractor will provide comprehensive tire services including tire replacement, repair, balancing, field tire services, installation of tire chains, and maintenance of an inventory of mounted spares. The contractor will replace tires when tires have reached minimum tread depths (as indicated by tread-wear indicators or as specified by the California Department of Public Safety) or have failed, or are otherwise unacceptable due to weathering, irregular wear patterns, ply separations, bead separations or other unacceptable conditions that affect the safety and performance of vehicles and equipment.
- b) The Contractor may not plug or patch police pursuit rated tires for use on police pursuit vehicles. The Contractor must remove and replace police pursuit tires at 4/32" remaining tread depth. Remove

1.7 **Warranty and Recall Work**

- a) The Contractor will administer all warranties and recalls offered by the vehicle manufacturers and on any subcontracted repairs. The Contractor shall seek and receive all applicable reimbursements for such work. The Contractor is responsible for the transport to and from the selected warranty repair facility. Payments or adjustments received by the Contractor for warranty or recall work will be credited to the City. The Contractor is encouraged to obtain authorization from the various vehicle manufacturers to perform in-house warranty work on City vehicles. The requirements of this section do not relieve the Contractor from meeting the requirements of the Performance Standards section of this Agreement.

1.8. **Outside Repairs**

The Contractor will be responsible for arranging, managing, and paying for all outside repairs, and will assume full responsibility and liability for the quality of these repairs. The Contractor is responsible for the transport to and from the selected vendor. The requirements of this section do not relieve the Contractor from the responsibility for meeting the requirements of the Performance Standards section of this Agreement. The Contractor is required to utilize vendors approved by the City of San Clemente for all outside repairs. The Contractor may petition the City to utilize vendors other than those currently approved by the City but they must be approved by the City prior to performing any work. The City reserves the right to publish and amend an approved vendor list at any time.

1.9 **Road Calls**

- a) The Contractor will provide road service for all City vehicles. Response time is the time the call is received to arrival on the scene. During the Contractor's normal

business hours, and within the City limits, response time will not exceed thirty minutes (30). Within a fifty mile (50) radius of the City, response time will not exceed ninety minutes (90). During non-business hours, response times will not exceed thirty (30) and ninety minutes (90), respectively. The City will make available two service vehicles to the Contractor for providing road service and for other use as needed. A list of these vehicles is in Exhibit D. These vehicles will be maintained to the same high standards of other City vehicles and the cost of normal maintenance included in the Contractor's Target Services cost proposal.

- b) The Contractor will provide road service substantially similar to the type of service provided under the Quick Fix requirements of this Agreement (e.g., tire repair, dead battery replacement, broken light replacement, etc.) plus certain non-repair types of service such as empty fuel tanks or retrieving keys locked in the vehicle. The Contractor may subcontract part or all of the services required under this section. The date, time, and cause of each road service provided under the terms of this section will be included on the next daily report submitted to the City (see Record Keeping and Reporting section below).

1.10 Towing/Transporting Vehicles

- a) The Contractor will be responsible for providing appropriate towing and transporting services as needed to meet the terms of this contract, including meeting all service standards.
- b) The Contractor can elect to provide towing services directly or sub-contract these services. The City will receive billing for all transportation (shuttle) services involving employees included in the Contractor's Target budget as labor charges to a work order based on the employee's actual time. The City will accept invoicing for towing services involving sub-contractors, as a commercial service to a work order. The costs of towing and transportation services are a Target or non-Target service depending on the circumstances of the tow:
 - i. Target Towing/Transporting Events:
 - a) Retrieving an out-of-service vehicle for a Target repair reason.
 - b) Transporting vehicles to/from vendors for warranty service.
 - c) transporting vehicles to/from vendors for Target services outsourced by the Contractor.
 - ii. Non-Target Towing/Transporting Events:
 - a) Retrieving an out-of-service vehicle for a non-Target repair reason.
 - b) Transporting vehicles to/from vendors for non-Target services outsourced by the Contractor.

1.11 Road Testing

The Contractor must conduct a road or appropriate operations test on all vehicles and equipment that have had safety related repairs or adjustments (e.g., brakes,

steering, aerial lift, etc.). The Contractor must ensure the safety of these vehicles and equipment prior to returning to service. The Contractor's employee must have the appropriate license for the type of vehicle under test.

1.12 Welding and Fabrication

Welding and fabrication related to vehicle repairs will be an integral part of the service provided by the Contractor. Examples of this work includes: repairing backhoe/loader buckets; repairing dump trucks, vactors, trailers and other equipment. Additionally there may be requirements for the Contractor to provide welding services in the non-target category.

1.13 Vehicle Safety and Emission Inspections

The State of California requires bi-annual safety and emissions inspection on all City vehicles. The Contractor is responsible for ensuring that the vehicles are prepared for inspection prior to expiration and tested. The Contractor will repair any vehicle that fails as a Target service and return for re-test by the Contractor.

1.14 New Vehicle Acceptance

Contractor will continue to receive all newly acquired vehicles and equipment for service and be responsible for inspecting the vehicle in accordance with its purchase specification. The Contractor will provide an in service inspection including checking fluids and tire pressure, install any required decals or markings; and coordinate any-post delivery up-fitting of the vehicle, including radios, light bars, telematic equipment, and other Non-Target accessories. Additionally, the Contractor will coordinate the delivery of the vehicle to the department, provide a basic walk-through of the vehicle with the operator, and coordinate any vendor-provided operator training. If the vehicle is a replacement, the Contractor will coordinate the exchange of the replacement vehicle. The Contractor will code this type of work in the fleet management information system as "vehicle make-ready" or other appropriate code to distinguish the work and resulting costs from normal maintenance and repairs.

1.14 Vehicle Disposal

The Contractor shall prepare replaced vehicles for disposal. Contractor shall remove light bars, radio, and any other reusable equipment. The Contractor will code this type of work in the City's fleet management information system as "vehicle decommissioning" or other appropriate code to distinguish the work and resulting costs from normal maintenance and repairs.

1.16 Waste Management

The Contractor will provide for the gathering and disposal of all hazardous waste products produced through normal garage operations (including but not limited to waste oil, ante-freeze, hydraulic oil, used batteries, and used tires. Disposal of all waste materials must conform and comply with City policies, and local state and

federal laws and regulations. The Contractor will provide training for its employees. The Contractor will obtain and maintain all required permits and records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or other mishaps on all hazardous materials and waste products. The Contractor will provide annually a copy of all MSDS sheets to the Contract Administrator for all materials in inventory or on shop floor. The Contractor will report all incidents to the Contract Administrator.

2.0 PARTS AND INVENTORY MANAGEMENT

2.1 Procuring, Stocking and Disbursing Parts

- a) The Contractor will procure and furnish all parts, materials, and supplies, required for the maintenance of all City vehicles in accordance with generally accepted parts management practice, and that will ensure meeting all relevant standards of performance as outlined elsewhere in this Agreement. The Contractor will own and maintain an inventory of parts, materials, supplies, and fluids (in quarts or sufficient quantities) of an appropriate size and composition for the City's fleet at the City vehicle maintenance facility.
- b) The Contractor will provide parts procurement, stocking, and disbursement services during all hours for which the Contractor is providing vehicle maintenance and repair services.

2.2 Quality of Parts

Parts used to maintain and repair the fleet will, at a minimum, meet or exceed the quality of parts furnished originally for the equipment (OEM or equivalent). Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances.

2.3 Warranty Parts

Notwithstanding inspection and acceptance by the City, the Contractor will warrant products supplied under any agreement resulting from this Agreement for sixty days (60), or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance by the City.

3.0 FUELING SERVICES

The Contractor will have responsibility to order fuel under this Agreement. The Contractor will have the authority to activate the manual emergency shutoff for the fuel dispensers in the event of an environmental or safety hazard. Once rectified, a designated City representative will reactivate the emergency shutoff on.

4.0 FLEET MANAGEMENT SERVICES

4.1 Vehicle Acquisition

The Contractor will continue to coordinate the development of specifications for new vehicles. The City shall assume responsibility for the procurement of vehicles. The Contractor, in addition, will, assist the City with the demonstration and evaluation of new vehicle and maintenance technologies, including the coordination of demonstrations, the establishment of test protocols, and the collection of test data.

4.2 New Vehicle Technology

The Contractor will, assist the City with the demonstration and evaluation of new vehicle and maintenance technologies, including the coordination of demonstrations, the establishment of test protocol and the collection of test data.

4.3 Replacement Planning

The Contractor shall continue to have responsibility for replacement planning for new vehicles. The Contractor will prepare a list of all vehicles that it recommends for replacement in the next fiscal year. The Contractor will rank each unit within its class based on its maintenance history and condition. The Contractor in addition, will conduct repair versus replacement analyses on any unit requested by the City.

4.4 Titles and Registration

The City intends to have staff perform title and registration work for new vehicles. The Contractor, under this heading, will have no responsibility except to install license tags, perform, and complete the in-service inspection.

4.5 Investigations and Audits

The Contractor will support the City, when requested, by providing technical advice to the City in investigations related to the fleet. Such investigations may involve accidents, fire, or other issues of a technical nature.

5.0 QUALITY ASSURANCE PROGRAM

5.1 The Contractor will implement a Quality Assurance Program for the management of the service delivery requirements of the Agreement. The program will include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the City. The Contractor will include a detailed description of its Quality Assurance Program as Exhibit G of this Agreement. The Quality Assurance Program will address, at a minimum, the following items:

Fleet Availability

PM Program Compliance

Maintenance and Repair Performance
Parts Availability
Vehicle Safety and Reliability
Customer Service
Cost Reduction Initiatives

- 5.2 A mandatory component of the quality assurance program will be periodic user surveying. Two types will be required: (1) a survey of individual vehicle operator satisfaction after the Contractor has serviced a vehicle, and (2) an annual user satisfaction survey of designated representatives of each user department.

NON-TARGET SERVICES

6.0 NON-TARGET SERVICE DEFINITIONS

6.1 Definitions

The following defines what constitutes repairs considered as non-Target services and indicated as such on work orders. The Contractor must have the ability to assign a reason code to each work order that corresponds to one of the definitions listed below. The City will accept only work orders with repair reasons matching the City's list of non-Target services.

- a) *Accidents* — refers to physical damage to vehicles caused by operator error or by another vehicle that results in a completed accident report.
- b) *Capital Improvement* — refers to any requested modification to a vehicle or piece of equipment already in service that result in a change in the capital cost of the vehicle, including major refurbishment of chassis and/or bodies and attached equipment.
- c) *Damage — Operating* — refers to any physical damage to a City vehicle during its operation resulting from operator error, misuse, or unreported accidents. The City will not accept normal damage in operation of this equipment as non-Target services.
- d) *Damage — Physical* — refers to any physical damage to a City vehicle resulting from vandalism, theft, natural disaster, weather, or unreported accidents when a vehicle is parked or unattended.
- e) *Excluded Equipment* — refers to repairs to equipment not specifically included in the fleet inventory covered by this agreement (i.e. stationary generators, boats, and temporary units).

- f) *Modifications* — refers to changes to the equipment, configuration, and/or appearance of a vehicles requested specifically by the City, including changes required by statute, that are not capitalized into the cost of the vehicle.
- g) *Other Services* — refers to services provided by the Contractor at the request of the City not specifically defined in this agreement.

6.2 **Repairs**

All Non-Target repairs estimated to cost in excess of \$500 for vehicles less than 10,000 GVWR and \$1,000 for those over 10,000 GVWR, or any repair where the cost estimated is more than the fair market value of the unit, requires authorization by the City before proceeding. The City reserves the right to have all Non-Target repairs approved in advance by a designated City representative.

6.3 **Performance Standards**

Non-Target services are generally not subject to performance standards under this contract, because of their unpredictable nature and not because these activities are not highly valued by the City. In fact, the City considers non-Target services essential. The Contractor must give them appropriate priority and not relegate them to fill-in work.

6.4 **Stand-By Labor**

The Contractor will provide standby fleet maintenance and repair support during hours not normally worked by the Contractor. The City will notify the Contractor when a requirement exists and the nature and anticipated duration of the response needed from the Contractor. The Contractor will be on-site and providing service with an appropriate complement of personnel within one (1) hour of notification that such services are required.

6.5 **Non-Target Labor Hours**

- a) The City will work with the Contractor to develop a full-burdened labor rate for all non-Target straight time and overtime hours worked for both standby hour and Non-Target repairs. The Contractor will document monthly the hours worked by each employee and the actual hours that each employee charged to a Non-Target work order or to standby hours.
- b) The City will only pay overtime for hourly administrative and parts personnel when they are required to work overtime hours as part of a City declared emergency or are requested by the City to work standby hours. The City will not pay overtime for any salaried management or supervisory staff. The City will not be responsible for any overtime required by the Contractor to meet the Target service requirements of this contract.

- c) The City will limit the total hours worked by any one employee in a single 24-hour period to 16 hours. Additionally, in any consecutive 7 day period, the total number hours of worked by a single employee is limited to 80 hours.

6.6 Non-Target Parts

The Contractor will provide parts procurement, stocking and disbursement services during all emergencies and for all Non-Target repairs as defined in this Agreement.

6.7 Non-Target Subcontracted Services

The Contractor may use sub-contractors during all emergencies and for all Non-Target repairs as defined in this Agreement. The Contractor will be responsible for arranging, managing, and paying for all subcontracted outside repairs, and will assume full responsibility and liability for the quality of these repairs. The cost of subcontracted services will be at the Contractor's cost (including fee, taxes, and any discounts) and will include any appropriate markups for Contractor's overhead costs and handling expenses. The Contractor is required to utilize vendors from the City of San Clemente approved vendor list for all subcontracted repairs. The Contractor may petition the City to utilize vendors other than those on the City of San Clemente approved vendor list but they must be approved by the City prior to performing any work. The City reserves the right to amend the approved vendor list at any time.

6.8 Accident Repairs

- a) The Contractor will be responsible for administering the mitigation of each accident on City vehicles from first report through return of the vehicle to service. The City utilizes an independent appraisal contractor that will provide an estimate for the Contractor's use. The Contractor will attach the appraisal and all pictures of the damage to the FIRST SOURCE work order. The Contractor will arrange for towing of the vehicle (if required) to the City facility and reporting of the incident to designated City personnel. The Contractor will aid in the selection of the preferred vendor, provide transportation of the vehicle to/from the repair site, monitor of the repair quality and timeliness; payment of repair invoices; inspection of the final repair; and authorization to return the vehicle to service.
- b) The City will pay the actual cost of accident repairs. The City will incur no additional charge for administration of the accident repair process.

6.9 Vehicle Damage

- a) It is the responsibility of the Contractor to notify the City whenever a vehicle shows physical damage not associated with a reported accident. The City classifies damage in one of two ways: damage incurred while the vehicle was operating or damage that occurred when the vehicle was not in use. It will be the responsibility

of the Contractor to identify the base cause for the damage and classify the repair appropriately.

- b) The Contractor has the responsibility to identify any evidence of abuse, misuse, or obvious error by the operator resulting in physical damage to the vehicle. In such cases, the Contractor will proceed to repair the vehicle (subject to limitations specified elsewhere in this Agreement) and will provide the City with documentation of the suspected abuse as part of the next day daily report to the City.

6.10 Vehicle Prep-For-Service

The Contractor will be required to coordinate the up fitting of newly acquired vehicles to ready them for service. Typical non-Target new vehicle preparation is the installation of any uninstalled, dealer provided optional equipment and accessories; and the installation of separately purchased bodies, attachments, and accessories, such as radios, light bars, police equipment, ladder racks, and tool boxes. Depending on the circumstances the successful Contractor may be responsible for arranging and paying for the equipment installation or the City may request that the Contractor both purchase and install the equipment.

6.11 Vehicle Refurbishment

The City may decide to refurbish an existing unit to extend its life or alter its intended use in the fleet. Refurbishment may include replacement of bodies, the rebuilding of major components such as the engine or transmission, or the addition of new equipment or accessories. The Contractor is required to assist the City with evaluating equipment under consideration, obtaining quotes to complete the services in accordance with the City's requirements and manage the completion of the project. The Contractor will classify refurbishment work orders as a Capital Improvement non-Target service.

6.12 Directed Work & Technical Advice

The City may direct the Contractor to perform additional tasks related to the proper management and upkeep of the fleet. If additional tasks are required, the Contractor will receive a written task order detailing the tasks to perform. The Contractor will submit a proposal to perform the specified tasks on a fixed price basis that itemizes the direct labor, parts, sub-contracted services, and materials. The City will accept or reject the proposal. If accepted, the Contractor will perform such assignments in accordance with an agreed schedule.

CONTRACTOR PERFORMANCE REQUIREMENTS

7.0 PERFORMANCE STANDARDS

- 7.1 Contractor needs to be fully aware that the City relies on vehicles and equipment to provide municipal services and availability and reliability of the fleet is of the essence. With this in mind, the Contractor will meet the performance standards outlined below and in Exhibit G during the term of the agreement. The City expects the Contractor to maintain these performance standards at all times. Labor disputes, strikes and other events except those beyond the Contractor's control will not relieve the Contractor of meeting these standards.
- 7.2 Excluded are Non-Target Repairs from calculation of Daily Fleet Availability and Monthly Turnaround and as described below:
- a) Vehicles Awaiting Repair Authorization from the City – In cases where the Contractor is awaiting repair authorization from the City to proceed with a given repair, the period from which turnaround time is measured will begin with the City authorization to proceed with the repair. Excluded also are vehicles awaiting authorization from the calculation of Daily Fleet Availability, as described below. The Contractor must make all requests for authorization to the designated City representative within twenty-four (24) hours of opening the work order.
 - b) Vehicles Exempted by the City –The City may decide that it would be in its best interest to temporarily waive vehicle turnaround time and daily fleet availability performance standards for all or selected vehicles. The City will provide the Contractor written notification of this of this decision including specification of the time for which these standards will be relaxed.

7.3 Monthly Vehicle Turnaround Time Standards

The Contractor will complete the minimum percentages of all maintenance and repair work orders as noted in Appendix F from the time the vehicle becomes available for service until the user has been notified that the vehicle is ready. Weekends and holidays do not count in the calculation of turnaround time. For example, a vehicle made available for service at noon on Friday, and with notification of completion to the user at noon on the following Monday has a turnaround time of 24 hours. Regardless of these standards, the Contractor will notify user departments when any vehicle will be out of service for forty-eight (48) hours more.

7.4 Daily Fleet Availability Standards

- a) The Contractor will maintain minimum daily rates of fleet availability by vehicle class, as noted in Exhibit G. The City will calculate vehicle availability as follows:
 - i. The total count of units,

- ii. Minus the count of units out of service as of 8:00 a.m. each day,
 - iii. Divided by the count of units in the class,
 - iv. Multiplied by 100.
- b) Time out of service begins when the vehicle is available to the Contractor. It ends when maintenance or repair work is completed and the Contractor notifies the City that the vehicle is available for service. Excluded from the computation are vehicles that are awaiting repair authorizations from the City, those out of service for a Non-Target service, and those specifically exempted by the City.

7.5 Accident and Physical Damage Repair Turnaround Standards

All repairs necessitated by accidents or physical damage will be completed as noted in Exhibit G. Weekends and holidays do not count in calculation of turnaround time. Time out of service for the purposes of this paragraph begins when the City approves the estimate for the cost of the repair.

7.6 Preventive Maintenance Program Compliance Standards

The Contractor will ensure that the preventive maintenance program achieves compliance at the levels noted in Exhibit G. Any service performed within ten (10) days before the date the service is first scheduled is in compliance.

7.7 Rework

- a) All Materials, parts, and workmanship furnished by the Contractor will be of high quality and free from defects and imperfection. They will also meet all OEM standards and specifications. Notwithstanding these requirements, the Contractor will track and identify multiple repairs for the same deficiency in the same vehicle (rework) and shall not bill the City for any rework that occurs within the following periods:
- i. Engine and Transmission Overhauls – 12 months or 12,000 miles
 - ii. All Other Work – 90 days or 4,500 miles
- b) The Contractor must not exceed one percent (1%) incidents of rework in any single month, as outlined in Exhibit G (measured by number of repair tasks and not number of repair work orders.)

EXHIBIT "B"

TARGET BUDGET

Fiscal Year 2015
July 1, 2014 -- June 30, 2015

Parts	\$63,928
Labor	\$303,185
Overhead	\$37,594
Administrative Expense	\$36,620
Management Fee	<u>\$43,412</u>
Total	\$484,739

EXHIBIT "C"

NON-CONTRACT LABOR RATE AND STANDARD LIFE CYCLES

Non-Contract Hourly Rate - \$70.98

Fleet Life Cycle Replacement Guidelines					
Whichever occurs first			Whichever occurs first		
Vehicle Type	Age Years	Mileage/ Hours (h)	Vehicle Type	Age Years	Mileage/ Hours (h)
Light Vehicles			Heavy Vehicles		
Sedans, Station Wagons,	7	100,000	Heavy Trucks (Class 7-8)	10	120,000
Pickup Truck	7	100,000	Semi-Tractor	10	220,000
Passenger Vans	7	100,000	Dump Truck Tandem	10	120,000
Cargo Vans	7	100,000			
Sports Utility	7	100,000	Special Heavy Vehicles		
Other Light Trucks - Gas (Class 1-4)	7	100,000	Backhoe/ Loader	7	7,500h
Other Light Trucks - Diesel (Class 1-4)	8	100,000	Roller	12	5,000h
			Paver	10	5,000h
			Excavator	15	15,000h
			Sewer Jet-Vac	10	8,000h
Law Enforcement Vehicles			Miscellaneous		
Motorcycles	3	80,000	Trailers, Heavy	12	
			Trailers, Utility	8	
Medium Vehicles			Compressor, Tow-behind	10	5,000h
Dump Truck single axle	8	120,000	Generator, tow-behind	10	7,500h
Bucket Truck	8	100,000	Other Construction Equip - Towed	10	
Forklift	10				
Tractor Mower	8				
Other Medium Trucks - Gas (Class 5-6)	8	100,000			
Other Medium Trucks - Diesel (Class 5-6)	8	120,000			

EXHIBIT "D"
CURRENT VEHICLE EQUIPMENT LIST SORTED BY UNIT NUMBER

	Yr	Description
718	86	Line Eraser
737	1989	Trailer
884	1995	Ingersoll Air Compressor
898	95	Riding Bowling Mower
911	80	Utility Trailer
956	99	Ford Ranger
967	2000	Fire Station 60 Generator
970	2000	GMC 3500 Sierra Truck
976	2000	GMC Sonoma Truck
977	2001	JD #5410 Tractor
979	2001	Ford F350 Dump Truck
980	2001	Ford F350 Super Cab 4x2
983	2001	Ford Ranger
985	2001	Sullair Air Compressor
986	2001	Ford Ranger 4x2
987	2001	Ford Ranger 4x2
989	2002	Ford Explorer
990	2001	Layton D550 Paver
991	2001	Trailer for Paver PT-505
996	2001	Freightliner FL70 5 yd dump
997	2002	Ford Ranger 4-door
1001	2002	Ford F550 Utility w/ equipment
1002	2002	Ford F550 Utility w/ equipment
1003	2002	Ford F250 Utility w/ lift and ladder rack
1004	2002	Toyota Prius (Duel gas/natural)
1005	2002	Hyster H50XM Forklift
1006	2002	Utility Trailer (not purchased as of 2/19)
1014	2003	Ford Ranger
1019	2004	Ford F250 Utility body & lift gate
1020	2004	Ford Ranger
1021	2004	Ford Ranger
1022	2004	Ford Taurus LX
1023	2004	Ford Taurus SE
1024	2004	Ford Taurus SE
1025	2004	Ford Ranger 4x2
1026	2004	Ford Ranger 4x2
1027	2004	Ford 3/4 ton truck Utility body
1028	2004	Ford 3/4 ton Utility Truck
1029	2004	Ford 3/4 ton truck
1032	2004	Air Compressor
1039	2005	Chevy 3/4 ton Express Cargo Van
1040	2005	Chevy Silverado 1500 Reg Cab 4WD
1041	2005	Ford F350 Dump 4x2

EXHIBIT "D"**CURRENT VEHICLE EQUIPMENT LIST SORTED BY UNIT NUMBER**

Yr	Description
1042	2005 HydroTek Pressure Washer
1043	2005 Ford Ranger
1046	2006 Ford Taurus
1049	97 Ford 3/4 ton truck
1050	2000 Bituminal Sprayer on Unit #1078
1051	2006 Ford Windstar Van
1052	2006 Ford 350 4x4 Truck w/lift gate
1053	2006 Ford Taurus
1054	2006 Ford F350 with generator
1055	2006 Chevrolet 1/2 ton 4x4 Truck
1056	2006 Ford Ranger
1057	2006 Ford Focus
1058	2006 Chevy Uplander Van
1059	2007 Ford 1/2 ton truck 4x2
1060	2007 Ford 1/2 ton truck 4x2
1061	2007 Ford F150 4x4
1066	2007 Ford F150 Supercab 4x2
1067	2007 Ford F150 Supercab 4x2
1069	2007 Ford F250 Utility body
1070	2008 Ford F-250
1071	2007 Ford F 150 Super Crew
1072	2007 Ford F350 Utility body
1073	2007 Yamaha Rhino
1075	2007 Ford Focus
1076	2007 Ford E350 Cutaway van w/12' body
1077	2008 Cat 928Gz Loader
1078	2008 Ford F550 w/sprayer and compressor
1080	2007 Chevy Malibu
1081	2008 Ford Escape
1082	2007 Zieman 1150 trailer
1083	2007 Zieman 2347 Trailer
1084	2007 Bomag BW55E
1085	2008 Cat Skid Steer Tractor
1086	2008 Ford F150 Supercrew
1087	2008 Ford F150 Super Cab
1088	2008 F350 Chassis/Cab w/valve exerciser
1089	2008 F350 w/ utility body
1090	2008 F350 w/ utility body
1091	2008 F350 w/ utility body
1092	2008 F350 w/ utility body
1093	2008 Ford Ranger 4x2
1094	2008 Ford Ranger 4x2 Super Cab
1095	2008 Ford Ranger 4x2 Super Cab
1096	2008 Ford Ranger 4x2 Super Cab

EXHIBIT "D"**CURRENT VEHICLE EQUIPMENT LIST SORTED BY UNIT NUMBER**

Yr	Description
1097	2008 CAT CB-224E Roller
1098	2008 Multi-Quip SP113H-18 Concrete Saw
1101	2008 F450 w/ Dump body
1102	2008 Ford F250 w/low profile utility
1103	2008 Chevy W4500 w/ Utility body
1105	2008 Prowler Sewer Easement
1106	2008 Great Northern Trailer
1112	2009 Truck Mounted compressor replace 968
1115	2009 Whacker Light Tower
1118	2010 Ford F-350
1119	2010 Ford F-350
1120	2009 Caterpillar 430E Backhoe
1121	2010 Ford F350 SuperDuty
1122	2009 New Holland B95B Backhoe
1123	2010 Kenworth T470 Dump
1124	2010 Kenworth T470 Dump
1125	2010 Kenworth T800
1126	2010 Travis Aluminum End Dump Trailer
1127	2010 Travis Aluminum End Dump Trailer
1128	2010 Ford F350 Regular Cab
1129	2010 Ford F150
1130	2010 Ford F350 Utility body
1131	2010 Ford F350 Utility body
1133	2010 Ford F350 Utility body
1134	2010 Kenworth T800 Vactor
1135	2010 Kenworth T800 Vactor
1136	2011 Ford F350 Super duty
1137	2011 Ford F350 SD
1139	2010 John Deere 333D Track Loader
1140	2010 Kubota Utility Vehicle
1141	2007 Rancho anvil End Dump trailer
1142	2011 Ford F650 Crane Truck
1143	2011 Honda TRX420FE8 All Terrain
1145	2011 Barber Sandman Model 850
1146	2012 Ford F350
1147	2012 Kenworth Asphalt Patch Truck
1148	2011 Bomang BW 55E Walk Behind Drum
1149	2013 Dodge Grand Caravan
1150	2012 Fabrique Par Carry on 6' Cargo Trailer
1151	2012 Ford F550 Cab with Alted AT40M-Boom
1152	2012 John Deer 4720
1153	2013 Jeep Wrangler
1154	2013 Jeep Wrangler
1155	2013 Ford F350 Utility body

EXHIBIT "D"

CURRENT VEHICLE EQUIPMENT LIST SORTED BY UNIT NUMBER

	Yr	Description
1156	2013	Ford F350 Utility body
1157	2013	Ford Focus
1158	2013	Ford F250 w/Animal Control body
1159	2013	Ford F250 w/Animal Control body
1160	2013	Honda TRXFE
1161	2013	Honda TRXFE
1162	2013	Honda TRX 420FPAD
1163	2013	Honda TRX 420FPAD
1166	2013	Kassobohrer Beach Tech
1167	2013	Ford FWD Taurus Police Interceptor
1168	2014	Focus S
1169	2013	S7A3 Transit Connect XL Van
1170	2014	Ford Focus S
1171	2014	Ford Escape
1172	2014	Ford F450 SD
1902	2008	Ford Crown Vic - received from OCSD
1904	2008	Ford Crown Vic - received from OCSD
1941	2009	Ford Crown Vic - received from OCSD
2010	2005	Chevrolet Van-received from OCSD
2072	2003	GMC Safari - received from OCSD

EXHIBIT "E"
SHOP EQUIPMENT LIST

ESP Smog Machine and dynamometer – no City Decal present

Rotary Lift – SPOA9-200 / 9,000 LB in Bay 10 – no City Decal present

Ammco Brake Lathe – City Decal 000111

Weaver Lift – 890-891 / 6,000 LB in Bay 09 – no City Decal present

Filter Crusher – City Decal 000112

PKS 4 Post Lift – 18,000 LB Front / 16,000 LB Rear in Bay 08 – City Decal 10048

Handy Motorcycle Lift – 1,000 LB in Bay 02 – no City Decal present

Weaver Lift – 16,000 LB in Bay 03 – no City Decal present

Solar 660 Battery Charger – no City Decal present

VAT 40 Battery Load Tester – City Decal 000122

Lincoln Floor Transmission Jack – MD93717 – City Decal 000126

NAPA Dual Tire Jack – 91-765 – City Decal 000123

Hydraulic Press – City Decal 000113

Coats 1001 Tire Balancer – no City Decal present

Coats Tire Changer – 5066AX – City Decal 10049

Aerco Air Compressor – no City Decal present

Miller Welder – City Decal 10050

Linde Welder – City Decal 000119

Well Band Saw – City Decal 1166

Sebastion Lathe – City Decal 10205

Black & Decker 10" Bench Grinder – no City Decal present

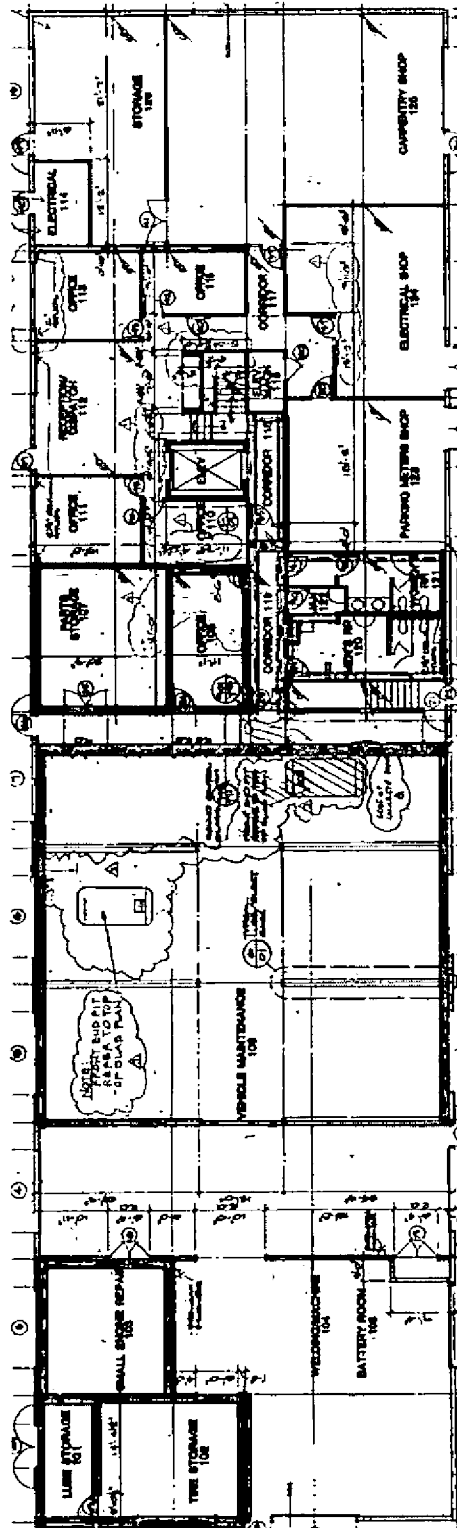
Thor 6" Bench Grinder – no City Decal present

Dayton 7" Bench Grinder – no City Decal present

Dayton 17" Drill Press – no City Decal present

EXHIBIT "F"
DESCRIPTION OF PREMISES

Ground Floor

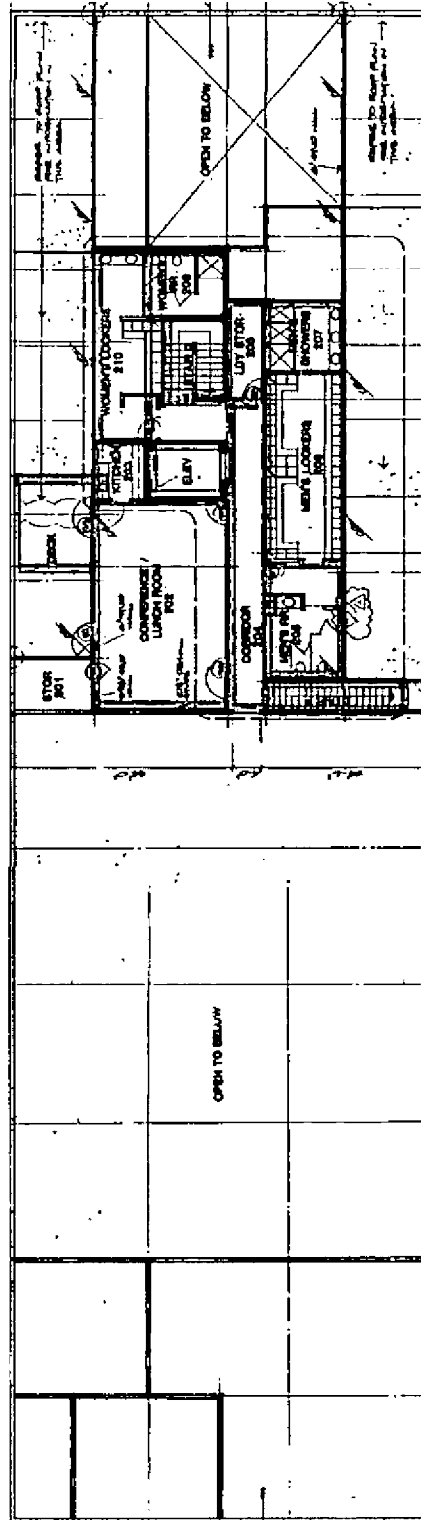


- PRIMARY USE
- AREAS SHARED WITH CITY
- COMMON AREA

EXHIBIT "F"

DESCRIPTION OF PREMISES

Second Floor



 COMMON AREA

EXHIBIT "G"

QUALITY ASSURANCE PROGRAM

1. Fleet Availability – 95% entire fleet per month.
Licensed vehicles only.
Audited through the F450 Statement of Work Performed Report.
2. Rework Rate – No greater than 1% of work orders per month.
Rework parameters defined as 90 days or 4,500 miles (which ever comes first).
3. Scheduled vs. Unscheduled Rates – 70% minimum scheduled per month.
Scheduled defined as PMs (A, B, C & BITs) and deferred repairs defined during PMs and listed on the PM check sheet.
Quick Fix Repairs are excluded from this KPI calculation.
Audited through the F450 Statement of Work Performed and F140 PM Completed Reports.
4. Maintenance Turn Around Times – 80% in 24 hours / 90% in 48 hours / 95% in 120 hours.
Audited through the F450 Statement of Work Performed Report.



Memorandum City Clerk

October 20, 2014

To: Tom Rendina
From: Laura Campagnolo, Deputy City Clerk
Subject: Contract – First Vehicle Services
Copies:

Enclosed is one original contract for First Vehicle Services. Please send one original to the contractor and retain a copy for your files.


I have retained an original for my files.

Thank you.



Memorandum Finance

Monday, September 29, 2014

To: Joanne Baade, City Clerk
From: Thomas Rendina, Business Services Officer 
Subject: Fleet Maintenance Services Agreement
Copies:

Attached are two original sets of the Fleet Maintenance Services Agreement between the City and First Vehicle Services.

The execution of the Agreement was approved by Council on June 17th, and has incorporated the items as directed by City Council.

The Deputy City Attorney worked with staff to develop the Agreement and related Exhibit's A through G.

The Agreement is now ready for execution by the Mayor, City Clerk, and City Attorney.