

ATTACHMENT "1"

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 11th day of January 2024, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and JAYNES BROTHERS CONSTRUCTION INC. whose address is 996 Lawrence Dr Suite 201, Newbury Park, CA 91320. ("CONTRACTOR").

RECITALS

A. CONTRACTOR submitted a proposal ("Proposal") in response to a request from the CITY to provide certain services, which Proposals are attached hereto as **Exhibit "A"** and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposals; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal. Contractor shall commence the Services on or around February 1, 2024, and shall complete the Services no later than March 15, 2024. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provide prior to termination.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposals. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed One-Hundred Eighty-Nine Thousand Four-Hundred and Three Dollars and Thirty Cents (\$189,403.30).

4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms

shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the

Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

14. Time for Completion/Liquidated Damages. Services shall be commenced on the date set forth in the schedule attached hereto as **Exhibit "C"** ("Schedule") and shall be completed by Contractor in the time specified in the Schedule. Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Schedule completion date. If the Services are not completed as stated in the Schedule, it is understood that the City will suffer damage. The parties

agree that it is difficult to ascertain the actual damages that City will sustain in the event of and by reason of Contractor's failure to complete the Services as provided in the Schedule, which damages include, but are not limited to, the costs of negotiating and drafting this agreement, costs of seeking another contractor, increases in the cost of labor and materials, and lost opportunity costs. Accordingly, the parties agree that the amount of the amount provided below is the best reasonable estimate of such damages. The parties have initialed below to establish their intent as to liquidated damages pursuant to the provisions of the California Civil Code and the parties expressly agree that such liquidated damages will not be deemed forfeiture or a penalty within the meaning of California Civil Code section 3275 or 3369 but are intended to constitute liquidated damages to seller pursuant to California Civil Code Sections 1671, 1676 and 1677. Contractor hereby waives the provisions of California Civil Code Section 3389. The parties acknowledge that this provision for liquidated damages in the event of Contractors default is valid and reasonable under the circumstances at the time of executing this agreement. City's receipt of the liquidated damages is not intended to limit in any way any other obligation of Contractor under this Agreement. It is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$ 200 for each day of delay until the Services are completed as provided in the Schedule. Any money due or to become due the Contractor may be retained to cover liquidated damages.

INITIALS

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: 
Elizabeth M. Gibbs, City Manager

Date: 2/20/24

CONTRACTOR:

JAYNES BROTHERS
CONSTRUCTION INC.

By: 
Print Name Chase Jaynes

Title: President/Owner
Date: 02/15/24

EXHIBIT "A"

PROPOSAL



JAYNES brothers construction

996 Lawrence Drive, Suite 201
Newbury Park, CA 91320
P: (805) 375-1111
E: Chase@Jaynesbrothers.com

PROPOSAL

122723CJArl

DIR # 1000019441
LIC. # 896407
(A, B, C-8, D-12, D-34)

To: City of Beaumont
Attn: Ashley Starr
Phone: 951-769-8524 ext. 328
Email: astarr@beaumontca.gov

Job Name: City of Beaumont - Five Parks
Job Location: 1310 Oak Valley Pkwy,
Beaumont, Ca 92223
Date: 1/2/24

We hereby Submit estimates for the following:

Installation of owner provided GameTime equipment at DeForge Park	\$	73,554.36
Installation of owner provided GameTime equipment at Star Carlton	\$	26,642.19
Installation of owner provided GameTime equipment at Mountain View (2)	\$	67,462.12
Installation of owner provided GameTime equipment at Sunny Hills	\$	21,744.64
Total Price:		\$ 189,403.30

Price includes unloading at sites

City to install woodchips and provide fencing/storage if needed

THIS PROJECT IS A PREVAILING WAGE RATE PROJECT.

Payable as follows: 50% deposit, Remainder due upon completion

Retention not to be held for more than 30 days.

Price is guaranteed for 45 days

Respectfully submitted by: Chase Jaynes

ACCEPTANCE: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. By signing below, both parties agree to entering a legally binding contract which includes the attached terms and conditions.

Signature: _____

Date: _____

Terms and Conditions

- 1) All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements must be made in writing. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurances. Our workers are fully covered by Workman's Compensation Insurance. Jaynes Brothers also carries General Liability Insurance, which is assumed acceptable by signing the acceptance below. Situations that may require our company to return at a later date to finish work that is not a delay by Jaynes Brothers will result in extra charges.
- 2) This proposal DOES NOT provide for the following service items, unless otherwise stated: receipt, inventory, loading, unloading, storage, security of equipment, security fencing, third-party inspections, all permitting costs, no access to water. Price assumes access to water.
- 3) This proposal assumes a standard work week only, Monday through Friday, 7:00AM through 5:00PM. No weekends or holidays, unless otherwise agreed upon.
- 4) **DEMOLITION:** Unless other arrangements are made prior to the start of demolition, all demolition shall be disposed of by Jaynes Brothers in a manner selected by Jaynes Brothers. For demo purposes, unless otherwise noted in the contract, all slab thicknesses are assumed to be 4" or less with no reinforcement. If thickness of slabs turns out to be greater than 4" or have reinforcement in it, its demo, hauling and disposal shall increase at the rate of our actual cost plus 15% and customer agrees to pay the additional cost. All poured in place rubberized surfacing thickness are assumed to be 3.5" or less. If Poured in Place thickness turns out to be greater than 3.5", its demo, hauling and disposal cost shall increase at the rate of our actual cost plus 15% and customer agrees to pay the additional cost. All changes in the scope of work shall be handled with a change order, promptly executed by both Parties so that no delays are experienced.
- 5) **STORAGE:** Jaynes Brothers is capable of storing limited amounts of playground equipment at their warehouse. Any equipment stored at the warehouse will be allowed to remain for 30 days with no additional added storage fees. Any equipment required to remain in Jaynes Brothers warehouse beyond the 30 day period will require an additional charge of minimum of \$100 per 30 days.
- 6) This proposal does not provide for the following site sub-grade issues: material not suitable for footings, material requiring demolition, or contaminates that may require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer, or gas.
- 7) Jaynes Brothers does not assume liability of incomplete delivery and requires payment upon completion of equipment present.
- 8) Not responsible for hardscape or landscape damages due to installation or deliveries.
- 9) **UNFORESEEN CONDITIONS:** Unforeseen conditions include, but are not limited to, having to deal with, modify or repair underground utilities (water, sewer, gas, electricity, irrigation lines & wiring, data, phone, drainage lines, etc.) found during excavation. Unforeseen Conditions shall also include having to excavate or remove boulders, rocks, rocky soil, etc. that cannot be cored through with a standard Bobcat, augur or excavated with a shovel and requires the use of a jack hammer or other means. Other examples of Unforeseen Conditions include unexpected items found during excavation that were not obvious or not disclosed by Customer, such as existing footings, curbing, border, pavement, tree roots, etc. found during the excavation for new footings, unless removal of these items was clearly noted in the Scope of Work. Finally, Unforeseen Conditions shall include any factors and/or conditions that adversely affect the cost of the project which were not disclosed by Customer in writing prior to the signing of this Contract. Cost of dealing with unforeseen conditions shall become extra and shall be added to the Contract sum at the rate of Jaynes Brothers Construction's cost plus 20%. Customer shall indemnify Jaynes Brothers Construction from any liability associated with damage to underground utilities due to Unforeseen Conditions.
- 10) Service charge to install any merchandise not present at time of completion is at the rate of \$500 minimum. This proposal does not include any bonding, permitting fees, third party inspection fees, or any other related fees not hereto specified.
- 11) Installation foreman will act as on-site representative, but is not able to bind the company to any agreements, including verbal. All decisions are to be made by authorized office personnel only.

Initial: _____

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



JAYNBRO-01

LHORTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H&S Insurance Services, LLC. 2659 Townsgate Rd Suite 103 Westlake Village, CA 91361	CONTACT NAME: PHONE (A/C, No, Ext): (805) 212-4890	FAX (A/C, No): (805) 212-4891
	INSURER(S) AFFORDING COVERAGE	
INSURED Jaynes Brothers Construction, Inc. 996 Lawrence Drive, Suite 201 Newbury Park, CA 91320	INSURER A: Benchmark Insurance Company NAIC # 41394	
	INSURER B: National Specialty Insurance Company 22608	
	INSURER C: StarStone National Insurance Company 25496	
	INSURER D: Employers Preferred Insurance Company 10346	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	BIC5026734	9/19/2023	9/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	GMI-0678-00	10/25/2023	10/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		72901J235ALI	9/19/2023	9/19/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	EIG505599501	10/19/2023	10/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*30 days notice of cancellation except 10 days for non payment of premium.

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are named as additional insured as required by written contract with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER City of Beaumont 550 E. 6th Street Beaumont, CA 92223	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ENDORSEMENT

ENDT. NO.	6
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G0103
(ed 09/24/09)

PRIMARY BLANKET ADDITIONAL INSURED

IT IS AGREED COVERAGE IS PROVIDED TO THE ADDITIONAL INSURED(S) AS FOLLOWS:

1. SECTION II OF THE POLICY (WHO IS AN INSURED) IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT THE **NAMED INSURED** HAS AGREED IN AN **INSURED CONTRACT** TO NAME AS AN **ADDITIONAL INSURED** PROVIDED THE **BODILY INJURY OR PROPERTY DAMAGE** OCCURS SUBSEQUENT TO THE EXECUTION OF THE **INSURED CONTRACT** AND THE **BODILY INJURY OR PROPERTY DAMAGE** ARISES FROM YOUR WORK PERFORMED DURING THE POLICY TERM.

2. PARAGRAPH 6.D. IS HEREBY ADDED TO SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, OF THE POLICY, AS FOLLOWS:

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PARAGRAPHS 6.A., 6.B., OR 6.C. HEREOF, THE INDEMNITY PROVIDED BY THIS INSURANCE IS PRIMARY AND NONCONTRIBUTORY FOR ANY PERSON OR ORGANIZATION THAT IS AN **ADDITIONAL INSURED** UNDER THIS POLICY AND THAT **YOU** HAVE AGREED, IN AN **INSURED CONTRACT**, TO PROVIDE **PRIMARY ADDITIONAL INSURED** COVERAGE.



- 3 THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY SHALL NOT BE INCREASED BY THE INCLUSION OF ANY NUMBER OF **ADDITIONAL INSUREDS**.

- 4 OTHER THAN AS EXPRESSLY MODIFIED HEREIN, COVERAGE FOR THE **ADDITIONAL INSURED** IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING THE INSURING AGREEMENTS.

- 5 THE COVERAGE PROVIDED FOR THE **ADDITIONAL INSURED** IS ONLY TO THE EXTENT OF DAMAGES FROM **BODILY INJURY OR PROPERTY DAMAGE** ARISING OUT OF THE NEGLIGENCE OR STRICT LIABILITY OF THE **NAMED INSURED**. NO COVERAGE IS PROVIDED FOR **BODILY INJURY OR PROPERTY DAMAGE** ARISING OUT OF ACTS, ERRORS OR OMISSIONS OF THE **ADDITIONAL INSURED**.

6. NO COVERAGE IS PROVIDED TO AN **ADDITIONAL INSURED** FOR DAMAGES BECAUSE OF **BODILY INJURY** TO AN EMPLOYEE OF THE **NAMED INSURED**, WHETHER **SUIT** IS BROUGHT OR **CLAIM** IS MADE BY THE EMPLOYEE OR THE PARENT, SPOUSE, CHILD OR SIBLING OF SUCH EMPLOYEE, OR ANY ENTITY SEEKING DAMAGES BECAUSE OF INJURY TO SUCH EMPLOYEE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number BIC5026734	Insured Jaynes Brothers Construction Inc	Effective 09/19/2023
BENCHMARK INSURANCE COMPANY 		Countersignature of Authorized Representative 

ENDORSEMENT

ENDT. NO. 7

G0905
(ed 09/24/09)

WAIVER OF SUBROGATION - BLANKET

IT IS AGREED, FOR AN ADDITIONAL PREMIUM OF \$ InclnM&D , THAT THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) IS AMENDED AS FOLLOWS:

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST ANY PERSON OR ORGANIZATION THAT QUALIFIES AS AN ADDITIONAL **INSURED** PURSUANT TO THE TERMS OF ENDORSEMENT NUMBER 6 BECAUSE OF PAYMENTS WE MAKE FOR **BODILY INJURY OR PROPERTY DAMAGE** ARISING OUT OF (i) **YOUR WORK** PERFORMED DURING THE **POLICY PERIOD** UNDER AN **INSURED CONTRACT** WITH THAT PERSON OR ORGANIZATION, PROVIDED THAT THE **BODILY INJURY OR PROPERTY DAMAGE** OCCURS SUBSEQUENT TO THE EXECUTION OF THE **INSURED CONTRACT**, OR (ii) **YOUR PRODUCT** MANUFACTURED OR SOLD DURING THE **POLICY PERIOD** UNDER AN **INSURED CONTRACT** WITH THAT PERSON OR ORGANIZATION, PROVIDED THAT THE **BODILY INJURY OR PROPERTY DAMAGE** OCCURS SUBSEQUENT TO THE EXECUTION OF THE **INSURED CONTRACT**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number BIC5026734	Insured Jaynes Brothers Construction Inc	Effective 09/19/2023
BENCHMARK INSURANCE COMPANY 	Countersignature of Authorized Representative 	

ENDORSEMENT

ENDT. NO.

11

G0907
(ED 10/14/16)

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

Designated Construction Project:

Each Project of the Named Insured as Required by Insured Contract

Designated Construction Project General Aggregate Limit: \$2,000,000

The combined maximum we will pay for all projects covered by Designated Construction Project Aggregate Limits is \$5,000,000

It is agreed that, for a flat fully earned additional premium of \$ 11111, this endorsement modifies insurance provided under the Commercial General Liability Coverage Form.

A. For all sums which you become legally obligated to pay as **tort damages for bodily injury or property damage** to which this insurance applies caused by **occurrences** under Coverage A, and for all medical expenses covered under Coverage C, which can be attributed only to **your** ongoing operations at a single Designated Construction Project shown in the schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each Designated Construction Project, and that limit is as set forth in the schedule above.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of **bodily injury or property damage** included in the **products-completed operations hazard**, and for medical expenses under Coverage C, regardless of the number of:



- a. Insureds,
- b. Claims made or suits brought, or
- c. Persons or organizations making claims or bringing suits.

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that Designated Construction Project. Such payments shall not reduce the Aggregate Limit shown in the declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other Designated Construction Project shown in the schedule above.

4. The limits shown in the declarations for each **occurrence** and medical payments continue to apply. However, instead of being subject to the Aggregate Limit shown in the declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

(page 1 of 2)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN

Policy Number BIC5026734	Insured UNCHANGED. Jaynes Brothers Construction Inc	Effective 09/19/2023
BENCHMARK INSURANCE COMPANY 		Countersignature of Authorized Representative 

ENDORSEMENT

ENDT. NO. 11

G0907
(ED 10/14/18)

B. For all sums which you become legally obligated to pay as **tort damages for bodily injury or property damage** to which this insurance applies caused by **occurrences** under Coverage A, and for all Medical Expenses covered under Coverage C, which cannot be attributed only to ongoing operations at a single Designated Construction Project shown in the schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the Aggregate Limit shown in the declarations; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.



C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the **products-completed operations** Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable Designated Construction Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

(page 2 of 2)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number BIC5026734	Insured Jaynes Brothers Construction Inc	Effective 09/19/2023
BENCHMARK INSURANCE COMPANY 	Countersignature of Authorized Representative 	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named insured: JAYNES BROTHERS CONSTRUCTION, INC. Endorsement effective date: 10/25/2023

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of

Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: JAYNES BROTHERS CONSTRUCTION, INC.

Endorsement Effective Date: 10/25/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket where required by written agreement executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXHIBIT "C"

SCHEDULE

Scope of Service: Parks Playground Replacements/Installation

- Installation of five (5) Gametime Structures; DeForge Park, Star Carlton, Mountain View (2), Sunny Hills Larger of the two requires demolition of pour-in-place. Footings excavation, and concrete. Demolition of one foundation requested at Mountain View only. Removal of spoils. Prevailing wages. One (1) move-on only. Equipment assembly. Equipment assembly. Expected delivery and project commencement to begin by February.

General Services & Maintenance**Ord. 1160; Chapter 3.01****Up to \$60,000.00 (Alt Procedure- Approval by CM)**

- Proposal (submit to City Clerk's Office for next steps)
- Certificate of Insurance**
- Fully Executed Agreement
- Req must be entered & PO issued prior to order being placed.

\$60,000 - \$200,000.00 (Informal Bid- Approval by CM)

CM approval if included as part of approved budget or CIP plan

- Min. of 3 Proposals/ Quotes (submit to City Clerk's Office for next steps)
- Certificate of Insurance**
- Fully Executed Agreement
- Req must be entered & PO issued prior to order being placed.

\$200,000 +

- Formal RFP or approved exception*
- Interviews and selection made (submit to City Clerk's Office for next steps)
- Subcommittee review
- Certificate of Insurance**
- Staff Report for City Council approval
- Fully Executed Agreement
- Req must be entered & PO issued prior to services commencing.

****Insurance Requirements for Services**

- General Liability (GL) - \$1,000,000/ \$2,000,000
- Business Auto Liability (AL) - \$1,000,000/ \$2,000,000
- Workers Comp (WC) - \$1,000,000
- Additional Insured required for GL & AL
- Waiver of Subrogation required for GL, AL & WC

***Approved Exception List**

- Legal Services
- Emergencies
- No competitive market
- No responses received

Bidding already completed (Consortium)

Refer to Provisions for Bidding, Contracting and Purchases, Chapter 3.01.-Bidding Requirements
Max 7 years: 5-year w/two 1-year renewals