



Mountain House Community Services District

230 S. Sterling Drive, Suite 100, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mhcsd.com

CONTRACTOR AGREEMENT

CONTRACT ID # 00095

DATE: July 11, 2013

PARTIES:

MHCSD:

Mountain House
Community Services District
230 S. Sterling Dr, Ste 100
Mountain House, CA 95391

CONTRACTOR:

J.L. McComb Services
34760 Stearman Ct
Tracy, CA 95304

The Parties agree as follows:

1. Priority of Documents

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

B. CONTRACTOR'S Proposal dated May 21, 2013.

2. Scope of Professional Services:

CONTRACTOR agrees to provide Graffiti removal and Surface Cleaning Services, per Scope of Service attached.

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCS D General Manager, and continue until June 30, 2014 unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

4. Compensation:

The compensation shall not exceed the amount of \$15,000 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

5. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to the MHCS D, 230 S. Sterling Drive, Suite 100, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Payments will be made against invoices as submitted.

6. CONTRACTOR's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCS D. CONTRACTOR shall perform the CONTRACTOR's work in accordance with currently approved methods and standards of practice in the CONTRACTOR's professional specialty. A copy of CONTRACTOR's current business license shall be provided to MHCS D. The CONTRACTOR shall not have any claim under this Agreement or otherwise against the DISTRICT for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCS D will issue a form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCS D. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non-Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to MHCS D. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

REC'D
JUL 10 2013 PM 1:35
MHCS D

12. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on Page 1.

13. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCSO may, by written notices, immediately terminate this Agreement without prejudice to any other remedy to which MHCSO may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) days written notice to other party.

14. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire MHCSO's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCSO. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

15. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

16. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

17. Compliance:

CONTRACTOR shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore,

CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services

18. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

19. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCSO whether executed by or for the CONTRACTOR for MHCSO, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCSO forthwith upon termination or completion of the work under this Agreement.

20. Entire Agreement and Modification:


This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.


IN WITNESS WHEREOF, MHCSO and CONTRACTOR have executed this Agreement on the day and year first written above.

Contractor

J.L. McComb Services
34760 Stearman Ct
Tracy, CA95304

Mountain House
Community Services District,
a political subdivision of
the State of California

By: 
Contractor

By: 
Janice L. McClintock
General Manager

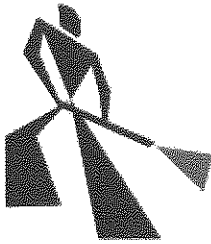
Date: 7-8-2013

Date: 7-11-13

SCOPE OF WORK FOR GRAFFITI REMOVAL

1. CONTRACTOR agrees to furnish all labor, material and equipment to perform all work necessary to remove graffiti on all public infrastructures. CONTRACTOR is to do all such work and provide such material, as an independent contractor, subject to inspection and approval by the O&M Director, or his designee.
2. Provide Graffiti Removal services on multiple surfaces including play equipment in the parks. All removal procedure should not damage the integrity of the original surface. If any damage is incurred, the CONTRACTOR is responsible for repair.
3. CONTRACTOR must be able to do onsite color matching for large areas of graffiti.
4. CONTRACTOR shall re-apply anti graffiti coating on areas frequently vandalized and/or as requested by the O&M Director or appointed representative.
5. All work will be carried out and tracked via a Work Request form generated by the MHCSO.
6. For larger projects or work over one thousand dollars (\$1,000) a separate proposal will need to be submitted and approved before work can be carried out. MHCSO Reserves the right to request a lump sum or T&M estimate.
7. All work will be carried out during regular business hours and must be completed within one week. CONTRACTOR must notify the MHCSO when they are onsite and when they have left.
8. **For vulgar or gang related vandalism, removal must be completed immediately.**

Bids need to include all costs associated with graffiti removal on a time and material basis.



J.L. McComb Services

Environmental Pressure Washing

SPECIALITY COATINGS • SURFACE SOLUTIONS

MCCO

11/22/2013 12:53

REC'D

5/21/2013

Mountain House
Community Services District
230 S. Sterling Drive, Suite 100
Mountain House, Ca. 95391

Thank you very much for considering J.L. McCOMB SERVICES to provide Graffiti removal and surface cleaning services. Even though the scope of this estimate covers this specific requirement, we are prepared to assist you with all of your property pressure washing and surface cleaning needs to enhance the overall appearance of your property.



By selecting J.L. MCCOMB SERVICES as your service provider, you ensure compliance with Local, State and Federal Water Quality Control Laws and Limits.

Specifically, this work may consist of Chemical and steam washing areas for graffiti contamination removal and could require:

1. The application of a cleaning agent.
2. Water reclamation / filtration.
3. Compliant discharge and disposal of contaminants.

34760 Stearman ct.
Tracy, CA 95304

Phone 209.321.5892
Fax 209.839.0510

www.jlmccombservices.com
California Contractor 497723

PROPOSAL
Pricing breakdown

Graffiti removal / painting work / Reapplication of owner supplier sacrificial coatings

1. Basic labor rate: Includes 1 service technician, service truck and all equipment.

Labor \$57.00 per hour

Truck and equipment \$60.00 per hour. Door to door

Total \$ 117.00 dollars and 00/100 per hour

2. Application of non-sacrificial anti-graffiti coating to be priced separately.

Client Responsibilities / Special needs

1. Provide access to water supply while work is being performed.

2. Provide ample parking / room for equipment during work.

It is very likely that we will encounter deeply embedded stains or other imperfections in the surface upon removal. Depending on porosity and form of material being removed, removal of deep stains while not altering the original surface is not always 100%.

It is impossible to determine the degree and depth of staining of the affected areas, and even though we are using industry-proven techniques and state of the art equipment, we are unable to assess the degree to which we are able to relieve the stains until we are actually doing the job.

We perform all services on a best-effort basis, and, unless otherwise agreed, J.L. McComb is not responsible for any stain removal etc

This proposal pricing is valid for 30 days

Please contact me at the number below to discuss any questions you may have, or to schedule the work you need. Again, thank you for your consideration.

Jon McComb
209-321-5892

Acknowledgement and Acceptance

The signature below acknowledges receipt of this quote and provides the authorization to proceed with work for the items selected at the rates and terms listed.

Approved and Accepted: _____ Date: _____

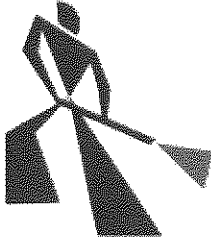
Terms: Payment due upon receipt of Invoice.

Please return one copy of this quotation with your signature via fax.
Work will be scheduled upon receipt of this written authorization.

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J.L. McComb Services

Environmental Pressure Washing

SPECIALITY COATINGS • SURFACE SOLUTIONS

Mr. Harpal Singh,

Thank you for considering J.L. McComb Services for your Graffiti abatement services. We have been providing Pressure washing, Graffiti abatement and specialty coating services for Eastbay Cities and Municipalities for well over 10 years. We maintain a C-33 State of Cal. Painting and decorating license. Our 3 man crew have been trained and certified to perform all of our services as well as apply several anti-graffiti "non sacrificial" coatings.

Based in Tracy we are within 20-30 minutes of the Mountain House area.

1. City of Pleasanton
Chris Rizzoli 1925.931.5584 crizzoli@ci.pleasanton.ca.us
2. City of San Leandro
Glen Contreras 510.421.2066 gcontreras@ci.san-leandro.ca.us
2. City of Tracy
Bob Gravelle (209) 831-4420 publicworks@ci.tracy.ca.us

We provide all of our services with water reclamation / compliant discharge when services call for it.

This keeps all parties **GREEN** and legally compliant with all City, State and federal water regulations.

Please call on with any questions you may have.



Jon McComb
209.321.5892
jon@jlmccombservices.com

34760 Stearman ct.
Tracy, CA 95377

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Fax 209.839.0510

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California Contractor 497723

SCOPE OF SERVICES OFFERED

Description	Yes	No
High Pressure Washing	✓	
Sandblasting	✓	
Graffiti Removal (using multiple methods)	✓	
Application of Anti Graffiti Coating	✓	
Color Matching	✓	
Graffiti Removal on play equipment	✓	

COST SUBMITTAL

Description	Price	Qty.
Regular rates	\$ 57	Hourly
Overtime rates	\$ 86	Hourly
Mark up rate if applicable.	15	%

Please indicate if the material costs include sales tax