

# **CITY OF MANHATTAN BEACH** **MAINTENANCE SERVICES AGREEMENT**

[Street Sweeping]

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of August 15, 2017, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and Arakelian Enterprises, Inc., a California corporation dba Athens Services ("Contractor"). Contractor's license number is           N/A          ; Contractor's DIR registration number is           N/A          

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

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Street Sweeping ("Project"), as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by the Director of Public Works and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director of Public Works.

3. Term. This Agreement shall become effective on September 1, 2017 and shall remain in effect until August 31, 2018, unless sooner terminated pursuant to Section 12 of this Agreement.

4. Time of Performance.

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

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

2) City gives Contractor a written notice to proceed.

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

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

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or

other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Twenty-Eight Thousand Eight Hundred and Seventy-Seven Dollars and Eighty-Two Cents (\$28,877.82) per month for the Regularly Scheduled Work and not to exceed Forty-Nine Thousand Dollars (\$49,000.00) per year for Extra Work (if any), both in accordance with the prices as submitted in Exhibit B.

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

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

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

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

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

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

13. Indemnification.

A. Indemnities for Third Party Claims.

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

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

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

thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

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

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

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

14. Insurance Requirements for City of Manhattan Beach Public Works Contract.

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

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

2) Commercial Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 14.

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

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

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

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

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

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

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

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

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates

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

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

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

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

16. Familiarity with Work.

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

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

B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

17. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not

obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. INTENTIONALLY LEFT BLANK

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

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

20. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

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

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

23. INTENTIONALLY LEFT BLANK

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

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

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

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

28. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

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

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

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

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

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

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

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

36. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

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

To Contractor:

Athens Service  
14048 E. Valley Blvd.  
City of Industry, CA 91746

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

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

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

[signatures begin on next page]

CITY OF MANHATTAN BEACH

CONTRACTOR

Arakelian Enterprises, Inc, a California corporation, dba Athens Services

By: \_\_\_\_\_  
City Manager


By: 

ATTEST:

Printed Name: Timothy E Powell

Title: C.O.O.

By: \_\_\_\_\_  
City Clerk

By: 

APPROVED AS TO FORM:

Printed Name: GARY M CLIFTON

Title: EVP.

By: \_\_\_\_\_  
City Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Director of Public Works

## **Exhibit A**

# **STREET SWEEPING STRAND MAINTENANCE SERVICES**

## **Scope of Work**



Public Works Department

## PART I - GENERAL PROVISIONS

### **1) Coordination of Specifications and Special Provisions**

These Specifications, Special Provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. Special Provisions shall govern over Specifications.

### **2.) Working Time Limits**

All work unless otherwise specified, shall be performed between the hours of 7:30 AM and 5:00 PM per Manhattan Beach Municipal Code Noise Ordinance Section 5.48.060 Monday through Friday. Any and all other work on holidays, Saturdays, or Sundays is permitted only with prior written consent of the Contract Administrator.

### **3.) Areas Not In Use**

Contractor maintained areas shall remain open as much as possible without presenting a hazard to the public. Coordination of the cleaning will be discussed and a schedule agreed upon between the City and the Contractor. In the event any of the Contractor maintained areas are unusable for any reason, including construction, acts of nature, or vandalism, the Contract Administrator may declare for the purpose of maintenance that an emergency condition exists and that it is out of use. Notwithstanding any provisions contained elsewhere in this agreement, the City reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this contract, with its own labor and equipment or through a third party. The cost of maintenance in the areas taken out of use will be prorated and deducted from the monthly bill.

### **4.) Equipment Failure or Other Reasons**

Contractor shall provide and properly maintain all necessary equipment. In the event the Contractor is prevented from completing any service as provided in the schedule because of equipment breakdown or reasons other than inclement weather, the Contractor shall be required to complete the deferred services prior to the next regular service date, or give the City credit for the work not performed in accordance with the compensation rate herein specified.

### **5.) Materials to be Provided by Contractor**

The Contractor at his own cost and expense shall furnish all necessary equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The City shall have the right to specify the type and manufacturer of supplies and materials used in fulfillment of this project. These supplies and materials shall include, but not be limited to:

- A. All necessary top dressings, mulch, seed, water absorbers, wetting agents, fertilizers, chemicals, brick dust, amendments, tree stakes, fasteners, rodent control devices, etc.
- B. Parts necessary for the repair, replacements, and maintenance of all park furniture, accessories, and equipment.
- A. Paints, stains, materials, and tools necessary to maintain surfaces so treated.
- B. Trees, shrubs and ground cover plant replacements. The Contractor shall secure the City's approval of the type of each supply, material or equipment prior to its use or installation on facilities. The City may require cut sheets, material samples, or other submittals prior to acceptance. The City will provide water at each site at no cost to the Contractor.
- C. Janitorial supplies, including environmentally-friendly green-cleaning supplies and chemicals
  - 1. Paper goods
  - 2. All machinery, including sweepers, power washers, power equipment, and all miscellaneous hand tools such as brushes, shovels, mops, brooms, squeegees, etc.

## **6.) Additional Work**

The completion of extra work, when necessary, may be completed by the Contractor with prior consent of the Contract Administrator and shall be on a negotiated price basis, provided, however, that the City shall have the option to solicit competitive bids for the accomplishment of such work and may award the bid to the lowest responsible bidder.

## **7.) Power Washing**

The objective of any power washing cleaning effort must be to remove all dirt, debris, black marks, grease, oil, food stains, gum, etc. from the project surface. The work must result in a clean and attractive surface. Detailing is defined as the usage of environmentally-safe methods when and where needed as approved by the Contract Administrator. Cleaning includes the usage of high-pressure water, hot or cold. All efforts must be made to avoid splashing/over spraying vehicles, walls, windows, furniture, flowers, and other items when cleaning. Contractor must immediately perform any follow up cleaning when splashing/overspray does occur.

## **8.) Wastewater/Wash Water**

All wash water must be collected and treated as wastewater and disposed of in an appropriate manner. It will be the responsibility of the Contractor to ensure this process is adhered to.

In the City of Manhattan Beach, powerwashing wastewater must be kept out of the City's storm water system. The system includes streets, gutters, ponds, creeks, and ditches. Powerwashing wastewater must be collected and then disposed of appropriately at an off-site location at the Contractor's facility or a third-party facility for sewer discharge via a permitted connection appropriately. Appropriate disposal of wastewater shall include legal transport to the off-site location and the disposal at the Contractor's expense and responsibility.

## **9.) Cleaning Agents and Chemical Control**

Contractor shall provide the City with a list (minimum of three (3) copies, each in a three-ring binder) of cleaning agents used during this contract (and in accordance with 25. Green Cleaning Program) and the Material Safety Data Sheet for each product.

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies, which govern the use, and application of chemicals required in the performance of the work. Chemicals shall include, but not be limited to, fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.

Contractor shall use the latest IPM (Integrated Pest Management) techniques to minimize the amount of pesticides that are applied as detailed in the City's Least-Toxic Integrated Pest Management Policy (attached). Contractor shall adhere to best management practices in accordance with the requirements of the Municipal Stormwater Permit (stormwater BMPs) to eliminate or reduce non-storm water runoff. In no case shall the Contractor use water to rinse or flush chemicals, fertilizers, oil, or debris of any kind from equipment onto the site and/or drainage or sewage systems. All onsite catch basins shall be regularly cleaned by the Contractor in accordance with stormwater BMPs. Contractor shall comply with the City's IPM policy in developing its IPM plan for presentation to and approval by the City.

Contractor shall apply spray chemicals in the absence of air currents, preventing drift onto adjoining property and preventing any toxic exposure to persons or damage to vehicles and/or other personal or real property whether or not they are in, or near, the project.

Contractor shall submit an overall chemical control plan consistent with the City's IPM policy prior to commencing any Chemical Control Plan within the City. The Contractor's plan shall include the site name, targeted pest, planned methodology, timing and chemicals to be used. Upon completion and approval of the Chemical Control Plan, sample labels and recommendations prepared by a California State licensed Pest Control Advisor shall be submitted to the City. Before any chemical application within the City, the Contractor shall

submit to the Contract Administrator a schedule outlining date, location and work to be performed fifteen (15) working days prior to the week of work. Any deviation to said schedule or chemical substitution used shall not be permitted without the written consent of the Contract Administrator.

#### **10.) Trash Collection**

Routine collection of trash is conducted by the City's franchise waste hauler. However, the Contractor shall collect any overflow of debris from trash or recycling containers in the project area encountered during maintenance or sweeping activities. The Contractor is responsible for contacting the Public Works Department at (310) 802-5300 to inform City staff of any overflowing trash or recycling containers encountered during maintenance activities, or upon discovery of any bulky items (furniture, shopping carts, appliances, etc.) dumped on streets or in alleys. The Contractor shall promptly and responsibly dispose of all debris accumulated as a result of maintenance operations and will not allow any debris on any public street or other public property.

For the purposes of this contract, all trash enclosures, waste and recycling receptacles within the work boundaries established in this document are to be swept and power washed on a once monthly basis, including liners.

#### **11.) Graffiti Removal**

Contractor shall perform graffiti removal (paint, markers, stickers, etc.) from all City owned structures located in the project area including, but not limited to, trash cans, curbs, railings, decking, benches, light poles, light pole bases, buildings, and signs. Graffiti shall be removed using practices, chemicals and techniques as approved by the City. Any graffiti removal with the potential to cause damage shall be reported as soon as discovered to the Contract Administrator.

#### **12.) Holidays**

The Contractor shall observe six (6) regular holidays per year. If the regularly scheduled sweeping or project work day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, that work shall be cancelled for that day. Holiday and/or work schedule may be adjusted by the City to meet the needs of the City and Contractor shall be given two weeks prior notice for any such change.

#### **13.) Inclement Weather / Minimum Service Days**

Where inclement weather, in the opinion of the Contract Administrator or his authorized representative, prevents adherence to the regular service schedule, the Contractor shall not be required to adhere to the regular schedule(s). However, the Contractor shall perform all deferred work, as deemed necessary by the City, resulting from such inclement weather without additional charge. If the Contractor cannot commence this extra work within four hours the City has the right to contract with an alternate service for which the Contractor

will be billed. In cases of days of inclement weather, the City shall receive a refund or credit for any and all rain days. The deduction will be reflected within the monthly billing and charged pro rata.

#### **14.) Citizen Complaints**

The Contractor shall employ sufficient staff to daily answer citizen complaints, requests for service, etc. An answering service will not be sufficient for this purpose during normal business hours (8:00 AM to 5:00 PM Monday through Friday). This will include, receipt of and response to, complaints and service requests by any means (phone, U.S. Mail, email, the City's work order management system (Government Outreach), etc.).

Complaints by citizens related to the quality of services provided by the Contractor in excess of five (5) verified contract violations per month shall be considered excessive, and may be the basis for cancellation of the contract by the City for cause with as little as thirty (30) days advance notice to the Contractor.

#### **15.) Regular Reporting**

The Contractor or his representative shall make contact with the Contract Administrator or his representative on a thrice daily basis (8:15am, Noon, 4:00pm) and at such other times as may be required by the City to review the performance of the agreement and to discuss any problems or contract related matters as determined by the City.

The Contractor shall submit weekly reports via the City's email and work order management system (Government Outreach) which reflects the work which has been accomplished. The weekly reports shall be submitted to the Contract Administrator by the first business day following the week for which the work is being reported.

- A. The Contractor's Field Supervisor shall carry an email capable smartphone at all times in addition to a Contractor supplied portable radio compatible with the City's transmission frequency, and shall install a Zonar Systems V2J HD GPS and EVIR system with 2010 hand reader within each vehicle to monitor project execution and reporting standards. The system shall be capable of two way communication via Garmin GPS to provide alternate means of communication between the City and the Contractor's supervisor. The Contractor shall provide Zonar RFID tags at all locations and an inspection route map, RFID location list, and timetable shall be developed by the Contractor and submitted for approval to the City to ensure regular monitoring and inspection of all sites as set forth within these specifications. Upon approval of the route map, RFID location list, and timetables, the contractor shall install the RFID tags and provide the City with the online access and login credentials to view, monitor and download raw data for analysis from the Zonar Systems website. The Contractor shall be wholly responsible to carry out the inspection and reporting standards through the electronic verification process as set forth within these specifications, and shall be responsible for providing adequate Zonar field units

to ensure contract compliance. Any damages resulting from the Contractor's negligence of these inspections and/or lack of corrective measures shall be the Contractor's sole responsibility.

The City shall reimburse the Contractor for any initial RFID tag costs and programming of EVIR pendants in excess of \$7,000 dollars. After the RFID tag rollout is complete, the City shall reimburse the Contractor for any costs associated with vandalism or theft of RFID tags in excess of \$500 per annum. The cost of the V2J HD GPS and EVIR system with 2010 hand reader including programming, will be at Contractor expense.

Due to the technical nature of GPS systems and to ensure proper integration of the Contractor's GPS system with the City's internal GIS software, the Contractor and the Contractor's Zonar representative shall meet as needed with the City's GIS Manager to discuss and implement mapping and data logging changes and/or additions as needed.

#### **16.) Emergency Services**

The Contractor shall provide the City with the names and telephone numbers of at least two (2) qualified persons who can be called upon by the City when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. Such work will be performed for an additional consideration. The City shall call for such assistance only in the event of a genuine and substantial emergency. The Contractor shall provide a maximum of one hour personnel response time upon notification. Emergency work will be paid at the hourly overtime rate established by this contract.

#### **17.) Provisions for Traffic and Detours**

- A. General - Contractor shall adhere to the California Work Area Traffic Control Handbook ("WATCH" manual and available through <http://bnibooks.com/>) and shall provide all labor, materials and equipment to install barriers, guards, lights, signs, temporary bridges, flag-persons; advising the public of detours and construction/maintenance hazards and, on completion of the work, promptly remove all signs and warning devices. Contractor shall be responsible for compliance with additional public safety requirements which may arise during landscape installations at the site. Contractor shall notify the Contract Administrator seventy-two (72) hours in advance of closing or partial closing or of reopening any street or public thoroughfare.
- B. Responsibility - Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the City at the Contractor's expense.
- C. Hauling - Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense. Contractor is subject to fine for any violation of Federal, State, and local ordinance.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

## **18.) Green Cleaning Program**

### Introduction

The City of Manhattan Beach is considering moving towards a comprehensive green cleaning program for the following reasons:

- Preserve building surfaces by reducing or eliminating harsh chemical products;
- Improve indoor and regional air quality;
- Reduce water pollution;
- Reduce occupational injuries and illnesses related to cleaning and maintaining buildings;
- Improve productivity and health for building occupants and visitors;
- Reduce life cycle impacts of transportation and primary and secondary packaging.

The program shall follow the standards for Commercial Cleaning Services as set forth in Green Seal GS-42. The specific criteria in this standard cover planning, products, supplies, equipment, procedures, training, communications and labeling.

### Planning

- Develop and maintain a set of written standard operating procedures to be available to all cleaning personnel
- Have a building-specific green cleaning plan in place: schedules, specifics on floor maintenance, high-traffic areas, etc.
- Have a plan for use and quarterly maintenance of equipment

### Products and Supplies

The use of green cleaning chemical products will be a priority for high volume, daily use products where the risk of exposure to these products is the greatest. For other tasks, including monthly, restorative and special cleaning needs, the least toxic product that can do the job will be selected.

The products must be certified by Green Seal, TerraChoice, EcoLogo, or Design for the Environment. These standards help ensure that green products meet or exceed the same performance standards of the products being replaced.

### Equipment

Green Seal certified equipment will hamper the release of harmful particulates and toxic substances into the environment as well as reduce noise pollution.

### Procedures

Contractor to train staff on proper green cleaning methods and procedures.

### Training

- Custodial supervisors or designees will be responsible for training staff about the City's commitment to green cleaning. Staff will be trained when hired and as new products, equipment, procedures and practices are introduced;
- Staff will receive training on the proper application, mixing and dilution of products;
- Staff will receive training on the California-OSHA Hazard Communication regulation;
- Staff will be trained on the proper use of equipment;
- Staff will be trained on proper disposal of unused chemical products.

## PART II - SPECIAL PROVISIONS

### **1. STREET SWEEPING**

#### **A. Scope of Schedule of Work**

##### 1.) Description of Schedule

The schedule for sweeping which the Contractor shall follow shall be the schedule which has been developed by the Contract Administrator of the City of Manhattan Beach for the sweeping of all public streets, paved public alleys, and specified parking lots and other areas specifically described herein.

The City shall provide maps for the Contractor to mark to indicate the sweeping routes for each day and for the weekly areas, as required by the Contract Administrator. The Contractor Administrator shall inform the City of start times and start locations for each area of the City. The City shall inform the Contractor of any changes to the start times and locations not less than 24 hours before any change. The Contractor shall update these maps in a timely manner if any changes are made in the sweeping schedule. The Contractor shall provide the City with two (2) copies of the approved maps within two (2) weeks of the approved schedule.

The Street Sweeping Schedule shall be such that all streets are to be swept on a once-a-week schedule, with the provision that some areas may be stipulated by the City for more frequent sweeping. The City shall post signs to indicate the sweeping time intervals, which may span from one (1) hour to eight (8) hours in duration, as determined by the City.

Each street shall be swept according to the following general plan:

- A. On the day following refuse collection, one side of each street shall be swept; and,
- B. On the second day following refuse collection, the opposite side of each street shall be swept.

On many of the main streets, in the business districts, and in other specified areas, the City shall post signs to indicate the sweeping time interval as being more frequent than once a week. The City may change this frequency in the future. If the City approves additional curb miles to be swept, which exceed the curb miles swept at the date of this contract, it shall be considered extra work and the Contractor shall be paid for the extra work according to the curb mile rate specified in this contract's Schedule of Rates or any subsequent amendments to it

##### 2.) Additional Work and Special Work

In the event the City desires to extend the street sweeping program to include new streets constructed after the effective date of this contract, or new alleys or parking lots, then any such additional sweeping which is required of the Contractor shall be paid for at the then current unit prices for compensation specified by this contract's Schedule of Rates or any subsequent amendments to it.

### 3.) City Parking Lots and Facilities

The Contractor shall sweep the City parking lots and facility areas listed below according to the attached schedule indicated:

Parking lot sweeping includes sweeping of all hardscape areas of the parking lots. All dirt and debris must be collected either by hand or mechanical sweeper. Areas not accessible to mechanical sweeping, (perimeter areas next to retaining walls and fences, behind bumper blocks, and in corners, etc.) shall be hand swept and collected or placed in areas where the mechanical sweeper can collect the debris.

### 4.) Special Events

The Contractor shall provide street sweeping services immediately prior to and following parades, community celebrations, special events, and other activities involving the streets of the City when so requested by the Contract Administrator at no additional charge. The following list of events is for planning purposes and should not be considered the only events requiring special event sweeping. Any additions or changes to this list will be communicated to the Contractor by the City with at least one day advance notice of the event. The City's Special Event Schedule is provided by the City (subject to change).

## **B. Quality of Work**

### 1.) Standards of Performance

The Contractor shall remove all trash, debris and sediment from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish this task. The Contractor shall be responsible for the removal of all spills of concrete, rock, gravel, sand, accident debris, etc. and shall have a sweeper on site as directed within 15 minutes of notification during normal business hours (8:00am to 4:30pm M-F). Large items, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the sweeper by the operator or other Contractor personnel. The Contractor shall move excessively large items from the area to be swept into the parkway area and immediately notify the Contract Administrator via phone and email. Sediment accumulation in slotted cross gutters shall be removed and disposed of minimally once per week. All slot drains and catch basin grates shall be serviced immediately prior to and immediately after forecasted storm events. If sediment or debris deposits still remain in cross gutters or drain inlet grates, the Contractor will re-sweep and/or service those areas as requested by the City at no additional charge.

### 2.) Sweeping Practices

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall at all times use good sweeping practices as listed below and will be responsible to make adjustments to the equipment independently, or as directed by the City, that enables the equipment to best sweep the street.

The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping, or scattering. Sweeping practices include, but are not limited to:

- a. Position gutter brooms at the proper angle to the gutter incline, touching the curb.
- b. Set main broom in level position to assure debris pick up. Apply appropriate broom pressure for sweeping conditions to obtain a minimum strike pattern of five (5) inches.
- c. Adjust spray nozzles to keep dust caused by sweeping to a minimum.
- d. Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.
- e. Sweeping speed shall be adjusted to street conditions with a maximum speed of six (6) miles per hour or as advised by manufacturer for optimum pick up. Patterned concrete or medians and crosswalks or tiles crosswalks shall be swept at a maximum of three (3) miles per hour.
- f. Operate sweepers as close to parked cars or other obstacles as safety allows.
- g. Use common sense and good judgment at all times.

### 3.) Construction Related Problems and Storm Debris

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within three hundred (300) feet of the construction site. However, the Contractor is required to report dirt and debris from construction sites immediately by contacting the Public Works Department main phone number (310) 802-5300. If not reported on the day of sweeping for that area, the Contractor will be required to clean up the location without additional compensation. Storm clean up and sweeping must be completed within 12 hours of a storm or wind event if such event occurs during normal business hours (8:00am to 4:30pm M-F). Additionally, Contractor shall supply sufficient resources to remove all palm fronds, soils, sediments and all other storm related debris as directed by the Contract Administrator following any wind or rain related storm event, whether such debris it is located within the regularly scheduled route or not

### 4.) Supervision

The Contractor shall provide such adequate English speaking field supervision as to furnish continuous surveillance of workmanship, adherence to schedules by the crews performing the work under contract and adherence to equipment operating specifications that will maximize sweeping efficiencies and effectiveness. The field supervisor shall contact the Contract Administrator thrice daily as to the schedule of work, citizen complaints, and adequacy of performance. The Contractor shall submit such reports as the City may require insuring compliance with scheduled work, including but not limited to,

- Daily response to citizen complaints through the use of the City's web based work order system (Government Outreach)

- Amount off debris in tons collected by sweepers on a monthly basis, including certified weighmaster tickets.
- Equipment breakdown, maintenance, and/or substitution
- Staff vacations/ replacement drivers
- Inability to complete scheduled tasks due to traffic, construction, equipment breakdown, weather, or accident

The reports are to be transmitted to the City on a once daily basis or as determined by the Contract Administrator.

## **C. Equipment**

### **1.) Description**

The Contractor shall employ standard heavy duty regenerative air sweeping equipment as is necessary to clean the street of the City of paper, glass, dirt, sand, rocks, litter, and miscellaneous debris as defined by the City's performance standards. Sweeper drivers shall have a minimum two years of verifiable municipal street sweeping experience in order to operate within Manhattan Beach city limits. Sweeping equipment used to perform the work within the specifications contained herein shall be no more than five years old at any time during the term of the Agreement. Contractor shall provide a list of all power equipment including make, model, fuel type, and year of manufacture that Contractor proposes to employ for street sweeping duties.

All vehicles and equipment use in conjunction with the work shall be in accordance with the latest California Air Resources Board (CARB) and South Coast Air Quality Management District (SCAQMD) Rule 1186 requirements ( SCAQMD certified equipment list included in Appendix).

Equipment shall present a neat, clean, and professional appearance, and be maintained in good mechanical working order. Additionally, all vehicles used by the Contractor shall display a permanently affixed emblem and/or placard which clearly identifies the vehicle number, name of Contractor, Contractor's phone number, and web address for customer service purposes. The emblem or placard must be visible to passing motorists and pedestrians. The Contract Administrator may reject any vehicle or piece of equipment and order it removed from the job site if it fails to meet the standards set forth within the contract specifications.

### **2.) Maintenance**

All equipment used by the Contractor shall be kept in a neat and clean appearance, maintained in top mechanical condition, and properly adjusted, from an operational and legally mandated standpoint. The Contractor shall, at all times, maintain adequate standby sweeping equipment to be used in the event of equipment breakdown. The Contractor shall be responsible for clean up and proper disposal of any automotive fluid or other material discharged on to City streets.

### **3.) Storage**

City shall not provide storage facilities for Contractor's operations. The Contractor, at his expense, shall provide all necessary facilities for the storage of vehicles, equipment, parts, supplies and equipment maintenance as is required to perform the services under this Agreement. You may choose to bid the project as presented (without dedicated parking) and alternatively, with dedicated parking noted as an option.

#### **D. Miscellaneous Terms**

##### **1.) Water**

The City shall provide the Contractor, free of charge, sufficient water for the street sweeping equipment necessary to fulfill the terms of this contract. Contractor shall demonstrate and submit for inspection, all sweepers accessing City supplied water to ensure they are properly equipped with a air gap on the fill line for backflow prevention. Generally, water will be supplied from fire hydrants, the use of which has previously been approved by the Department of Public Works. The Contract Administrator may, for operational reasons, direct at any time that certain fire hydrants not be used and the Contractor shall comply.

The Contractor shall maintain, in each sweeper that services the City of Manhattan Beach, a current list furnished by the Department of Public Works of fire hydrant locations that shall not be used to supply water for the street sweeping equipment. The list shall be enclosed in a clear plastic folder and be accessible to the driver at all times. The Contractor shall be responsible for replacing all security caps and chains removed to access the water system, and for reporting any missing security caps or other repair needs on hydrants designated for Contractor use.

##### **2.) Traffic Counters**

The Contractor is cautioned that, at various times and locations, the City will temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by the Contractor to avoid damaging said equipment. If the Contractor, while in the performance of his contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, he shall bear the entire cost for the restoration, repair, inspection, testing, or replacement of said damaged equipment.

##### **3.) Disposal of Street Sweeping Debris**

The Contractor shall safely remove all street sweeping debris and legally dispose of it off site on a daily basis. The City shall not provide any storage area for the temporary holding of debris for the Contractor. The Contractor shall be responsible for all disposal costs of the debris. All debris shall be collected and weighed, verified by a weighmaster certificate. Copies of weighmaster certificates for all street sweeping debris shall be submitted to the Contract Administrator on a monthly basis. Best estimates place the current amount of debris at 2000 tons per year, however, this data is not currently reported.

## **2. MAINTENANCE OF THE STRAND**

### **A. Sweeping of the Strand**

Contractor shall sweep the entire length of The Strand 5 days per week and as requested by the City. Sweeping should be completed each day between 7:30 a.m. and 10:30 a.m. Contractor shall also sweep the section of The Strand between 8th Street and 15th Street after each special event listed with the symbol (S) under Street Sweeping, Special Events. Detailing will include daily hand sweeping. The regenerative air sweepers make, model and design shall be approved prior to use in the field by the Contract Administrator, and must meet current AQMD standards. Included with the sweeping will be hand detailing/sweeping of the dead end streets that intersect The Strand, beach-access stairways in their entirety, bump outs that contain site furnishings, graffiti removal on waste and recycling receptacles, spot power washing to remove animal urine and feces at lamp posts, waste receptacles and site furnishings, and all catch basin inlets.

### **B. Equipment**

Contractor shall use equipment that meets all specifications listed under Street Sweeping, Equipment section above and appropriately sized for use on The Strand. Any areas of The Strand that are not accessible to a mechanical sweeper must be maintained by hand per the included schedule.

### **C. Power Washing of the Strand**

Contractor shall perform power washing of The Strand on a monthly basis no later than the end of the first full week of each month. All trash and debris shall be cleaned and removed from the area immediately prior to power washing. Contractor is responsible for all pedestrian and vehicular traffic control. Method of cleaning will be through use of pressure washing equipment with 3,500psi using hot water. Power washing must be completed between 7:30 a.m. and 10:30 a.m., and Contractor shall employ sufficient manpower and number of machines to accomplish the work described within the allotted timeframe. Hours are subject to change. Additional power washing services may be required by City and shall be charged at the specified hourly rate for additional power washing services. Areas frequented by dogs and/or soiled by animal waste (light poles, light pole bases, waste receptacles, site furnishings, etc.) shall be power washed as detailed in Section "a." above. Any deficiencies shall be promptly noted and submitted to the Contract Administrator.

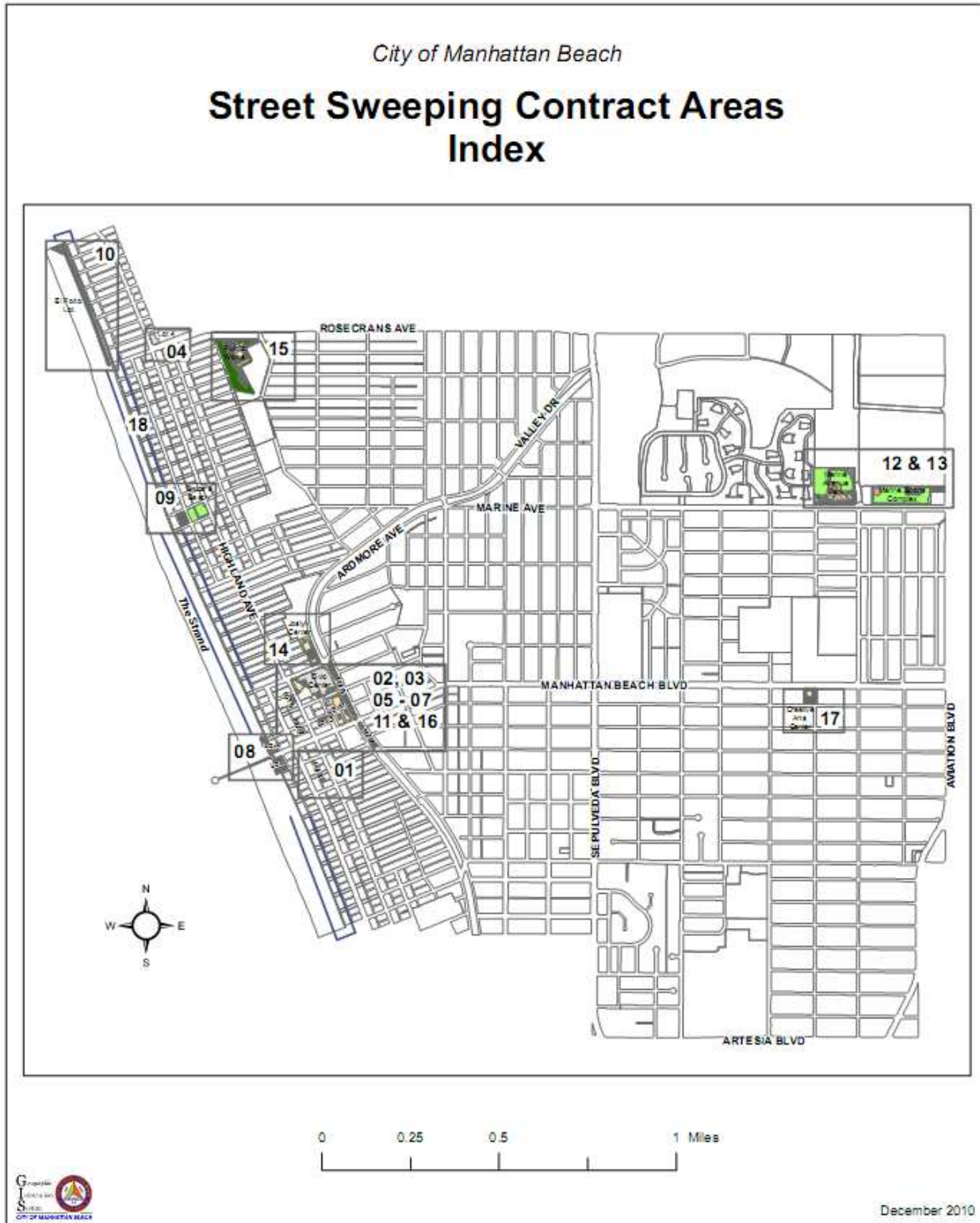
### **D. Wind Storm Events**

Contractor shall clean the Strand in its entirety immediately following a wind event, paying special attention to the area south of the Pier. Due to unique topographic peculiarities and proximity to the sandy beach, the Strand south of the Pier is often covered in wind deposited sand. It shall be incumbent upon the Contractor to be familiar with the equipment and manpower needs to service this area during such wind events and to regularly inspect this area. The response time is detailed in Section B. Quality of Work of this Specification.

## Master Service Schedule

STREET SWEEPING	Spaces	Daily	Weekly	Monthly	Quarterly	Seasonal	Comments
Street Sweeping			X			X	Per attached schedules (daily maps)
Strand Sweeping		5X					5 days per week, M-F, 7:30 to 10:30 am, includes overflow trash per specifications
Hand Detailing Stairways					X		
<b>PARKING LOTS</b>							
Lot #1- 10th & Bayview	48		X	2X		X	
Lot #2- 12th Bayview	70		X	2X		X	2 story PCC structure, discreet lot adjacent to structure is AC
Lot #3- 12th & Morningside	148		X	2X		X	3 story steel structure, Pressure wash trash area weekly, Pressure wash structure 1X annually and collect effluent
Lot #4- Rosecrans Highland	79		X	2X		X	2 story PCC structure, Pressure wash 1X annually and collect effluent
Lot #6- 14th & Highland	26		X	2X		X	
Lot #7- MBB & Valley	21		X	2X		X	Pervious PCC
Lot #8- MBB & Ardmore	51		X	2X		X	Pervious PCC
Lot M- Metlox	460	X	X				Subterranean parking, remove trash daily, all activities to be completed before 8:00 am, Pressure wash 1X annually and collect effluent
Lot A- Four Pier Lots	134			X			Pressure wash refuse and recycling enclosures 1X per month, Upper lots are Pervious PCC, lower lots are AC
Lot B- 26th Street (Bruce's Beach Lots)	68		X	2X		X	
Lot C- El Porto Lot	238		X	2X		X	
Marine Ave Park- Marine & Redondo	86		X	2X		X	
Marine Sports Complex- Marine & Aviation	33		X	2X		X	
Joslyn Center- 1601 Valley	26		X				
Public Works Yard- 3621 Bell Ave	50		X				Includes gated interior portion
City Hall & Police/Fire Facility-	162	X	X	2X		X	Subterranean parking, remove trash daily, all activities on the City Hall (publically accessible) side to be completed by 8 am, Pressure wash parking area 1X annually and collect effluent
Creative Arts Center- 1560 MBB	36		X	2X		X	
Village Soccer Field- 1300 Parkview Ave	217		X	2X		X	
Premier Baseball Field Lot- 18th and Herrin	8		X	2X		X	North-side 8 spaces, East-side 14 spaces

# SECTION III – MAPS, SCHEDULES, PRICING SHEETS



**Lot 1**

Page 01



Type	AC	PCC	Shrub
SQ FT	14,542.3	900.9	552.9
% of Total	90.91 %	5.63 %	3.46 %

0 50 100 200 300 Feet



December 2010

**Lot 2**

Page 02



Type	AC
SQ FT	21,533.3
% of Total	100 %

\*\* Includes all parking levels \*\*

0 25 50 100 150 200 Feet





December 2010

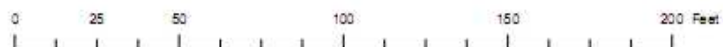
**Lot 3**

Page 03



Type		
	AC	Shrub
SQ FT	46,142.6	485.2
% of Total	98.96 %	1.04 %

\*\* Includes all parking levels \*\*





December 2010

**Lot 4**

Page 04



Type		
	PCC	Shrub
SQ FT	28,838.0	1,012.5
% of Total	96.61 %	3.39 %

\*\* Includes all parking levels \*\*



0 50 100 200 Feet



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**Lot 6**  
Page 05



Type		
	AC	Shrub
SQ FT	8,376.7	451.0
% of Total	94.89 %	5.11 %

0 25 50 100 150 Feet



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**Lot 7**

Page 06



Type	AC	PCC	Rubber	Shrub	Soil/Natural	Turf
SQ FT	10,810.3	720.5	1,269.2	11,670.2	301.9	1,135.6
% of Total	41.73 %	2.78 %	4.90 %	45.05 %	1.16 %	4.38 %



**Lot 8**

Page 07



Type	AC	PCC	Shrub	Soil/Natural	Turf
SQ FT	22,922.3	41.1	24,912.5	189.0	5,447.7
% of Total	42.84 %	0.08 %	46.55 %	0.35 %	10.18 %



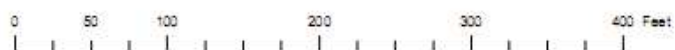
December 2010

# Pier Lots North & South

Page 08



Type	AC	Shrub
SQ FT	48,690.8	15,366.8
% of Total	76.01 %	23.99 %






December 2010

# Bruce's Beach

Page 09



Type			
	PCC	Shrub	Turf
SQ FT	2,699.4	2,919.4	49,510.7
% of Total	4.89 %	5.30 %	89.81 %



0 50 100 200 300 Feet



# El Porto Lot

Page 10



Type	AC	PCC	Shrub	Soil/Natural	Turf
SQ FT	94,699.0	2,387.9	4,512.1	6,290.6	2,030.1
% of Total	86.15 %	2.17 %	4.11 %	5.72 %	1.85 %

0 150 300 600 900 1,200 Feet



December 2010

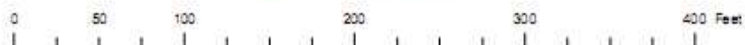
# Metlox Plaza - 451 Manhattan Beach Blvd

Page 11



Type	AC	Building	PCC	Shrub	Syn-Turf	Water
SQ FT	1,118.1	50,087.2	240,854.0	4,506.8	813.8	679.9
% of Total	0.38 %	16.80 %	80.81 %	1.51 %	0.27 %	0.23 %

\*\* Includes all parking levels \*\*



December 2010

# Marine Ave Park - 1625 Marine Ave

Page 12



Type	AC	Building	Brick Dust	Court	Mulch	PCC	Shrub	Soil/Natural	Turf
SQ FT	29,526.9	8,756.8	33,780.7	11,574.5	6,701.8	33,603.3	8,083.0	8,297.2	196,672.3
% of Total	8.76 %	2.60 %	10.03 %	3.43 %	1.99 %	9.97 %	2.40 %	2.46 %	58.36 %



0 100 200 400 800 Feet



December 2010

# Marine Sports Complex - 1801 Marine Ave

Page 13



Type	AC	Brick Dust	Building	PCC	Shrub	Soil/Natural	Turf
SQ FT	12,168.9	24,908.7	2,493.0	32,438.2	20,824.5	1,694.8	167,184.5
% of Total	4.65 %	9.52 %	0.95 %	12.39 %	7.96 %	0.65 %	63.88 %

0 100 200 400 600 800 Feet



December 2010

# Joslyn Center

Page 14



Type	AC	Building	PCC	Shrub	Soil/Natural	Turf
SQ FT	17,461.3	22,381.2	6,837.7	6,104.4	978.1	12,810.9
% of Total	26.23 %	33.62 %	10.27 %	9.17 %	1.47 %	19.24 %

0 50 100 200 300 Feet



December 2010

# Public Works Yard - 3621 Bell Ave

Page 15



Type	AC	Building	PCC	Shrub	Turf
SQ FT	94,038.5	34,328.9	11,840.6	139,170.5	5,562.5
% of Total	33.00 %	12.05 %	4.16 %	48.84 %	1.95 %

0 125 250 500 Feet



December 2010



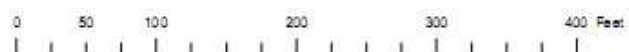
# City Hall - 1400 Highland Ave & Fire Facility - 400 15th St

Page 16



Type	AC	Building	PCC	Shrub	Turf	Wood	Water
SQ FT	76,219.4	51,694.8	161,549.6	21,727.8	1,770.9	786.8	272.9
% of Total	24.27 %	16.46 %	51.45 %	6.92 %	0.56 %	0.25 %	0.09 %

\*\* Includes all parking levels \*\*



December 2010

# Creative Arts Center - 1560 Manhattan Beach Blvd

Page 17



Type	AC	Building	PCC	Shrub	Turf	Water
SQ FT	20,990.6	7,434.3	3,910.0	10,508.6	4,280.9	67.4
% of Total	44.48 %	15.75 %	8.29 %	22.27 %	9.07 %	0.14 %

0 50 100 200 Feet



December 2010

# The Strand

Page 18



Type	PCC
SQ FT	159,137.9
% of Total	100 %



December 2010

# Village Soccer Field

City of Manhattan Beach



76 Maintained Trees

Type	AC	Building	PCC	Rubber	Shrub	Syn-Turf	Turf
SQ FT	2,464.8	774.5	8,225.3	4,699.3	33,356.1	93,794.3	17,519.9
% of Total	1.53 %	0.48 %	5.11 %	2.92 %	20.74 %	58.33 %	10.89 %

0 100 200 400 600 800 Feet



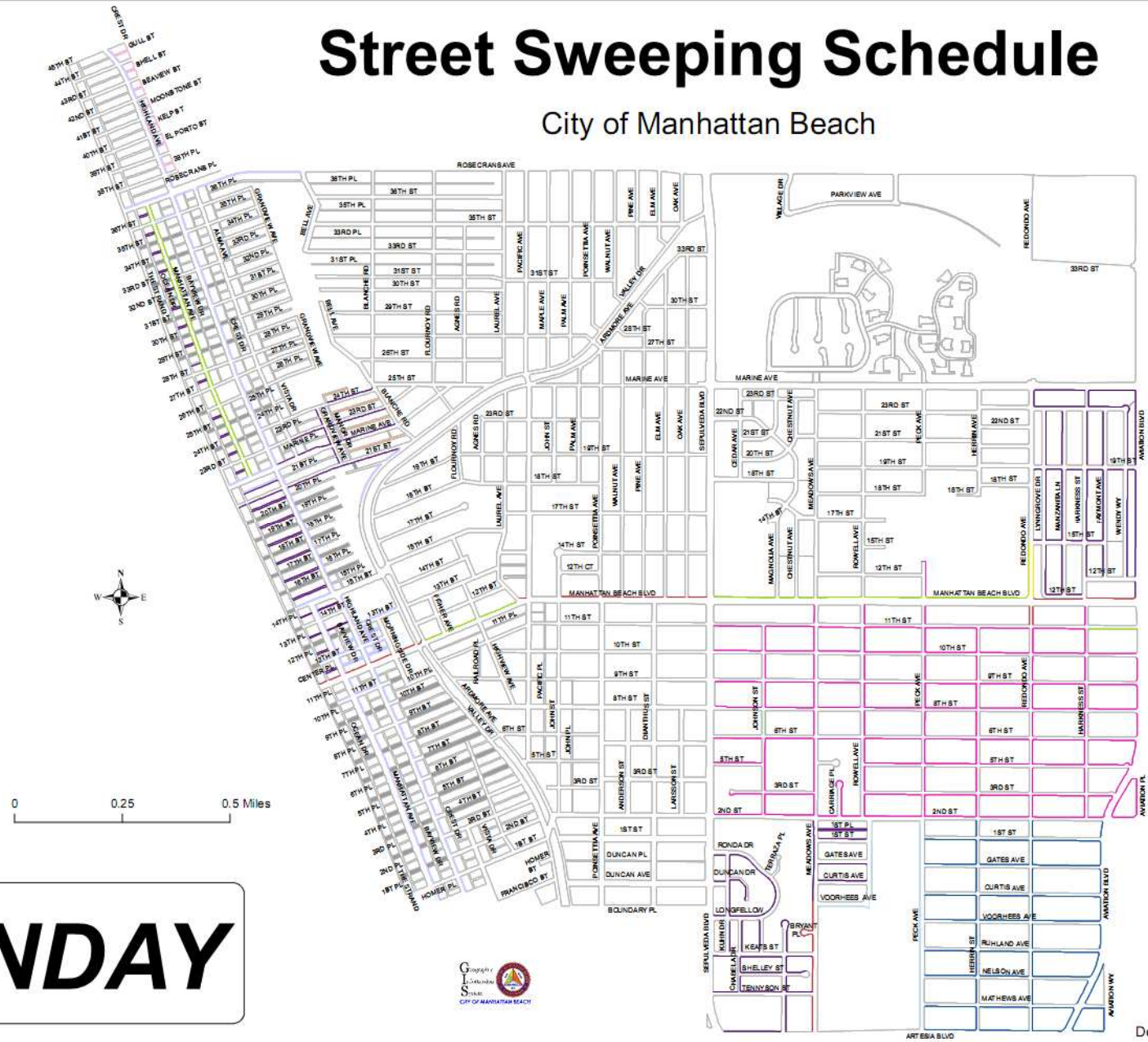
## City of Manhattan Beach

***Streets that are NOT SIGNED for Street Sweeping***

# Street Sweeping Schedule

City of Manhattan Beach

- 4 - 6 am
- 6 - 7 am
- 6 - 8 am
- 6:30 - 8 am
- 7 - 8 am
- 8 - 9 am
- 8 - 10 am
- 9 - 10 am
- 9 - 11 am
- 9 - 1 pm
- 10 - 12 pm
- 11 - 1 pm
- 12 - 2 pm
- 1 - 3 pm
- 1 - 4 pm
- 2 - 4 pm
- 3 - 4 pm
- 4 - 4:30 pm
- 4 - 5 pm
- 4 - 6 pm



**MONDAY**

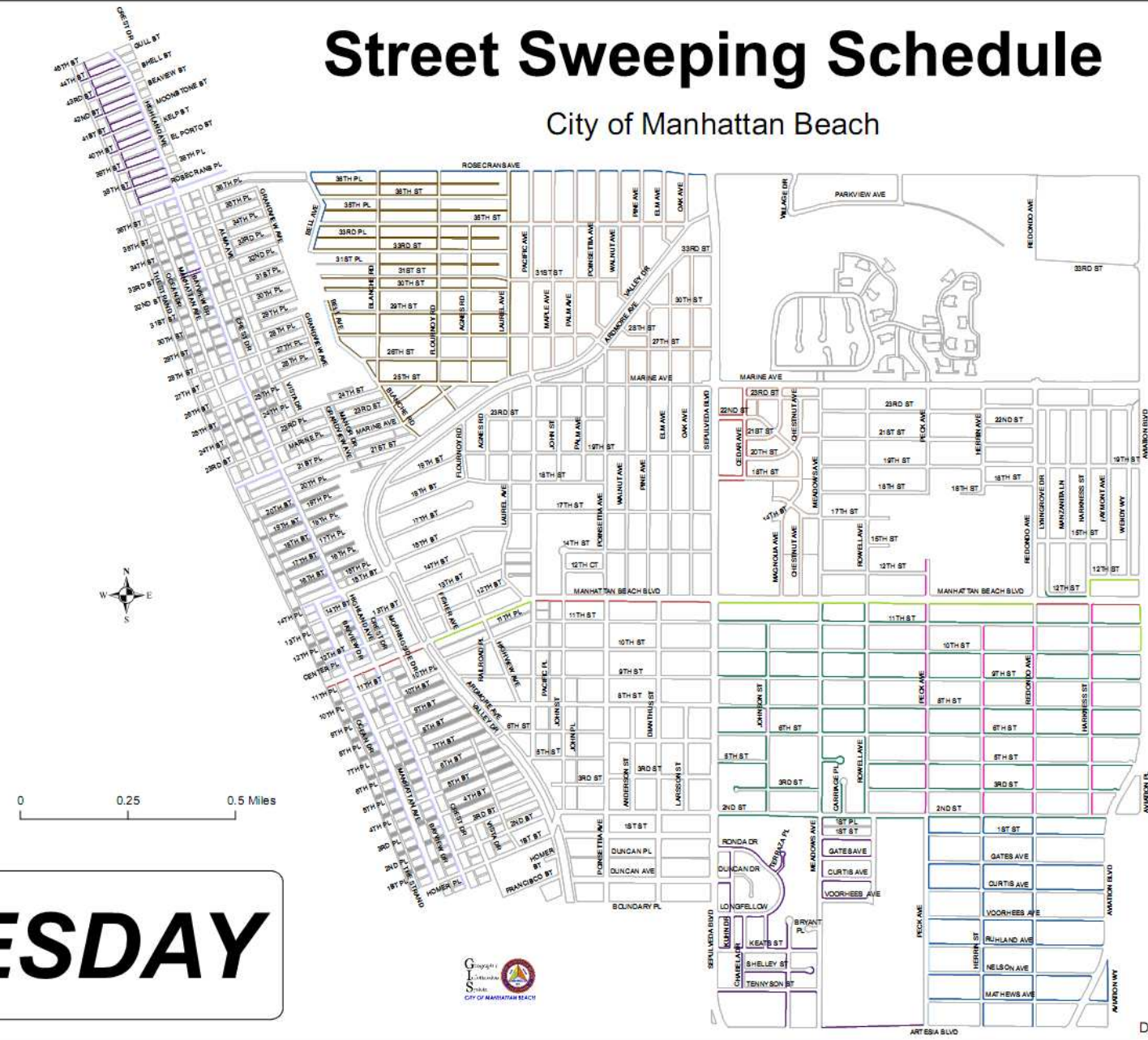


Dec 2010

# Street Sweeping Schedule

City of Manhattan Beach

- 4 - 6 am
- 6 - 7 am
- 6 - 8 am
- 6:30 - 8 am
- 7 - 8 am
- 8 - 9 am
- 8 - 10 am
- 9 - 10 am
- 9 - 11 am
- 9 - 1 pm
- 10 - 12 pm
- 11 - 1 pm
- 12 - 2 pm
- 1 - 3 pm
- 1 - 4 pm
- 2 - 4 pm
- 3 - 4 pm
- 4 - 4:30 pm
- 4 - 5 pm
- 4 - 6 pm



**TUESDAY**

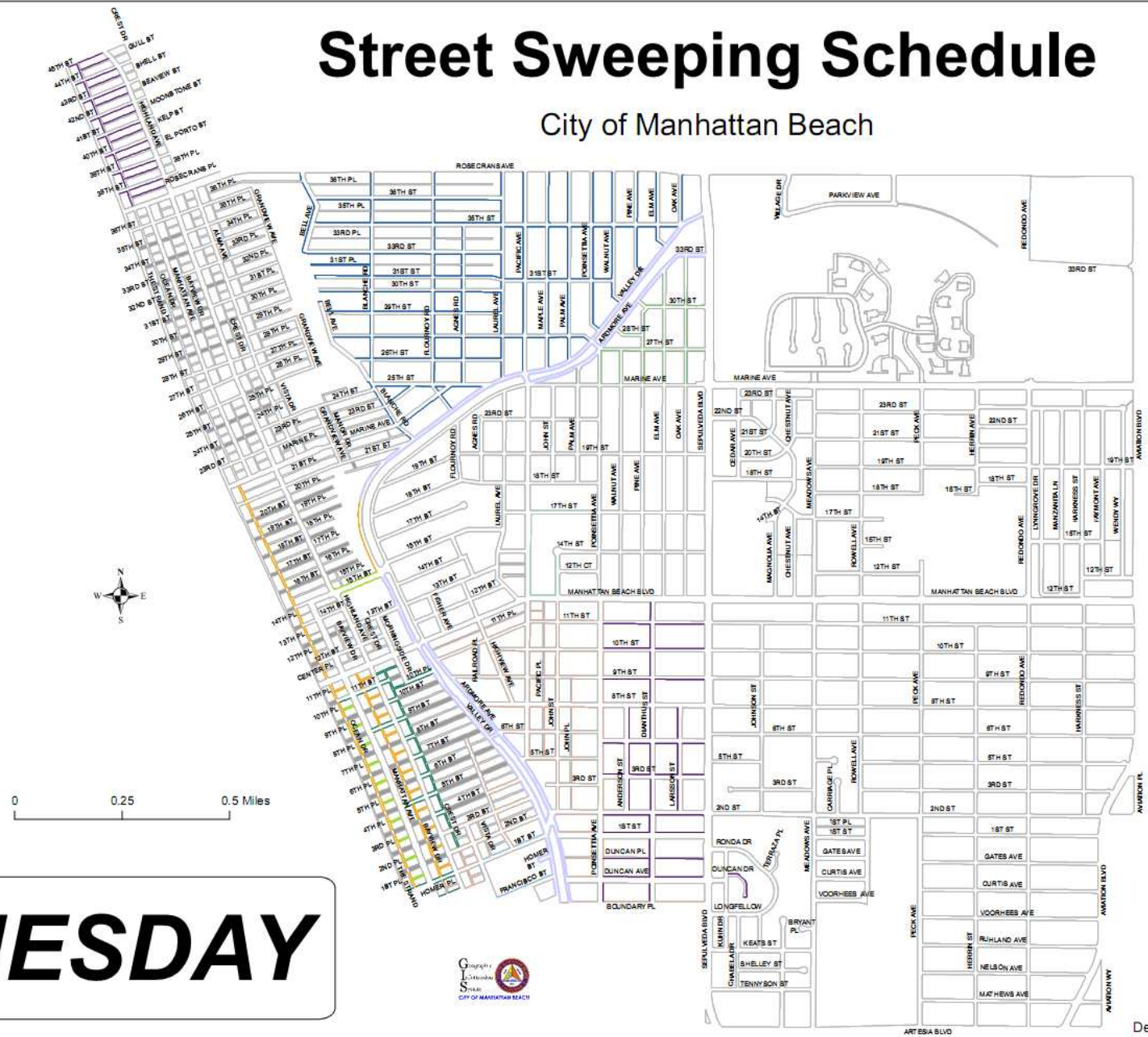


Dec 2010

# Street Sweeping Schedule

City of Manhattan Beach

- 4 - 6 am
- 6 - 7 am
- 6 - 8 am
- 6:30 - 8 am
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- 8 - 9 am
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- 9 - 1 pm
- 10 - 12 pm
- 11 - 1 pm
- 12 - 2 pm
- 1 - 3 pm
- 1 - 4 pm
- 2 - 4 pm
- 3 - 4 pm
- 4 - 4:30 pm
- 4 - 5 pm
- 4 - 6 pm



**WEDNESDAY**

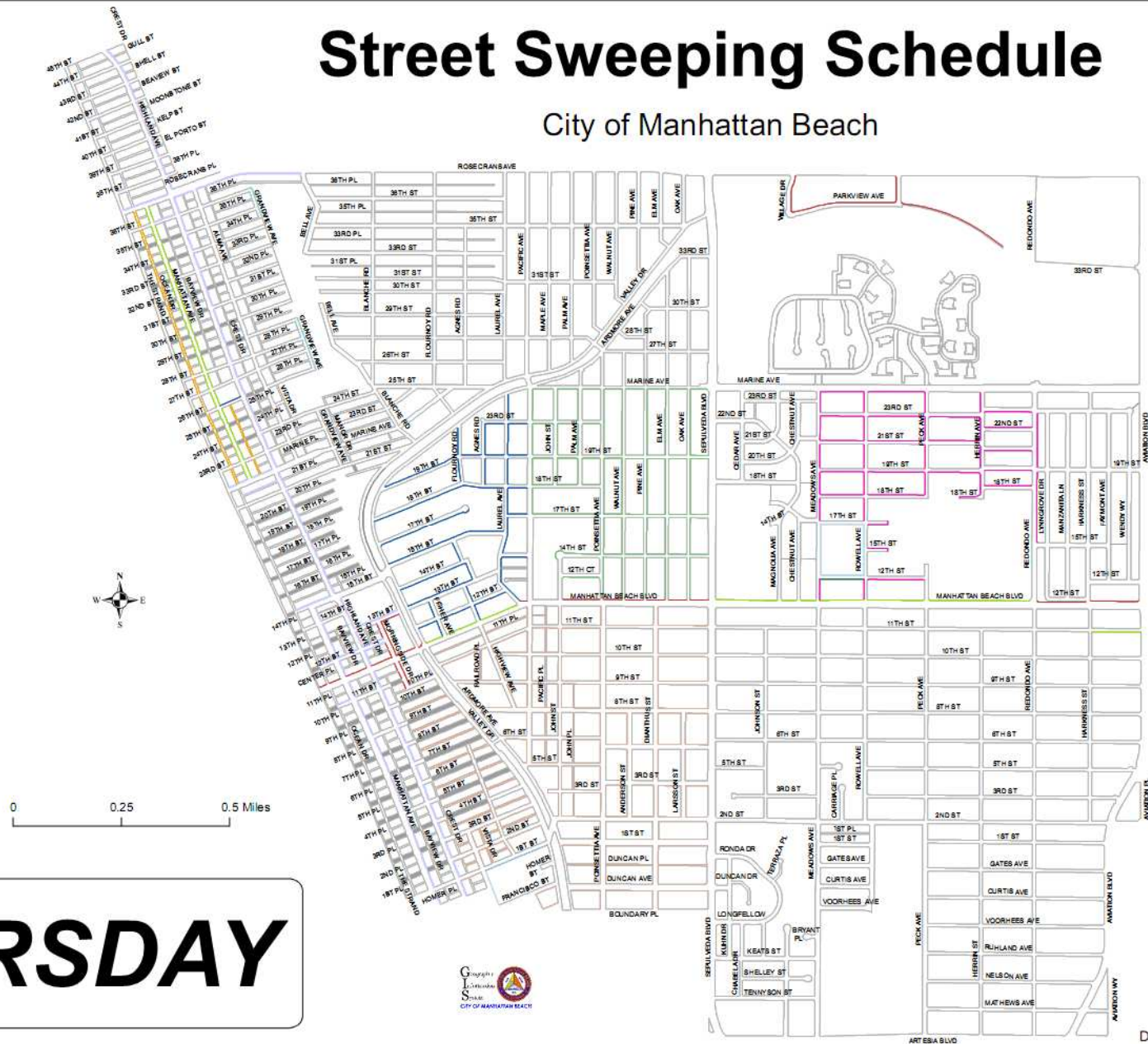


Dec 2010

# Street Sweeping Schedule

City of Manhattan Beach

- 4 - 6 am
- 6 - 7 am
- 6 - 8 am
- 6:30 - 8 am
- 7 - 8 am
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- 9 - 1 pm
- 10 - 12 pm
- 11 - 1 pm
- 12 - 2 pm
- 1 - 3 pm
- 1 - 4 pm
- 2 - 4 pm
- 3 - 4 pm
- 4 - 4:30 pm
- 4 - 5 pm
- 4 - 6 pm



**THURSDAY**

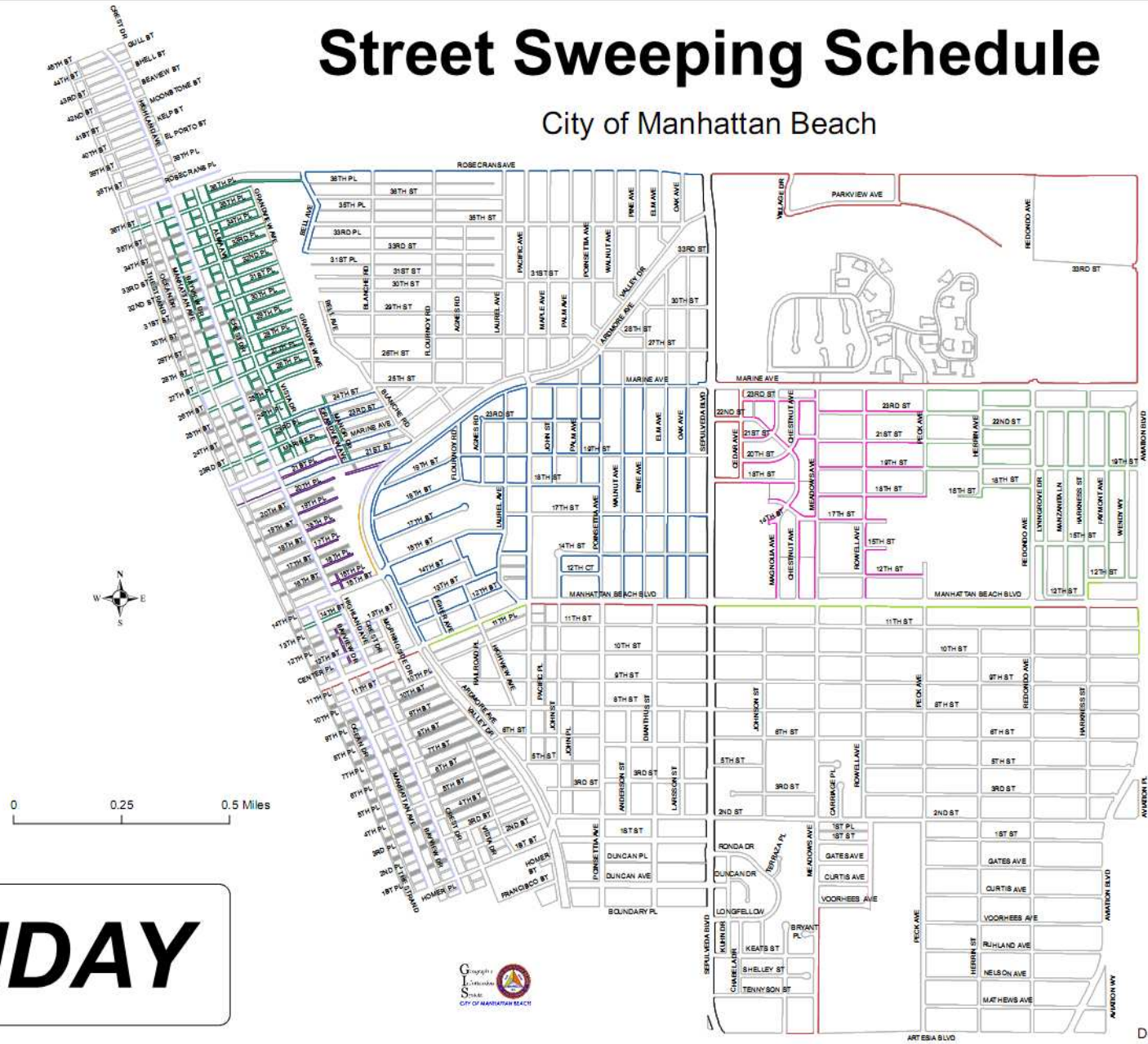


Dec 2010

# Street Sweeping Schedule

City of Manhattan Beach

- 4 - 6 am
- 6 - 7 am
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- 10 - 12 pm
- 11 - 1 pm
- 12 - 2 pm
- 1 - 3 pm
- 1 - 4 pm
- 2 - 4 pm
- 3 - 4 pm
- 4 - 4:30 pm
- 4 - 5 pm
- 4 - 6 pm



**FRIDAY**

Dec 2010

### **SCHEDULE OF CITY-SPONSORED SPECIAL EVENTS**

The Contractor shall provide street sweeping services immediately prior to and following parades, community celebrations, special events, and other activities involving the streets of the City when so requested by the Contract Administrator at no additional charge. The following list of events is for planning purposes and should not be considered the only events requiring special event sweeping. Any additions or changes to this list will be communicated to the Contractor by the City with at least one day advance notice of the event. The City's Special Event Schedule is as follows (subject to change):

<b>Month</b>	<b>Event</b>	<b>Duration</b>
<b>January</b>		
1 <sup>st</sup> Weekend	Downtown Business Shopping Day	3 days (Fri-Sun)
	Martin Luther King Jr. Day Weekend (S)	3 days (Sat-Mon)
<b>February</b>		
	Presidents Day Weekend (S)	3 days (Sat-Mon)
<b>March</b>		
1 <sup>st</sup> Weekend	Downtown Business Spring Sidewalk Sale	3 days (Fri-Sun)
3 <sup>rd</sup> Weekend	Downtown Business Spring Sidewalk Sale	3 days (Fri-Sun)
<b>April</b>		
3 <sup>rd</sup> Weekend	Earth Day	1 day
<b>May</b>		
1 <sup>st</sup> Weekend	Robinson Fun Run	1 day
	Memorial Day Weekend (S)	4 days (Fri-Mon)
<b>June</b>		
1 <sup>st</sup> Weekend	Grandview Gator 5K Run	1 day
<b>July</b>		
	July 4 <sup>th</sup> Weekend (S)	4 days (Fri-Mon)
<b>August</b>		
1 <sup>st</sup> Weekend	Surf Festival/6 Man Volleyball Tournament (S)	2 days (Sat-Sun)
2 <sup>nd</sup> Weekend	Grand Prix Bike Race	1 day
<b>September</b>		
	Labor Day Weekend (S)	4 days (Fri-Mon)
3 <sup>rd</sup> Weekend	Manhattan Beach Employee Picnic	1 day
<b>October</b>		
1 <sup>st</sup> Weekend	Old Hometown Fair	2 days (Sat-Sun)
	Downtown Business Safe Halloween Trick or Treat	1 day
<b>November</b>		
	Veterans Day Weekend	1 day
2 <sup>nd</sup> Weekend	DTBA Holiday Open House/Pier Lighting	1 day
	Thanksgiving Weekend	4 days (Thur-Sun)
<b>December</b>		
1 <sup>st</sup> Weekend	Holiday Fireworks	1 day
(S) = Weekend designated for sweeping of a portion of The Strand after the event.		

## **Seasonal Adjustments**

### **Planter Maintenance**

Winter abbreviated schedule will commence October 1 and shall continue until March 31. During the Winter, trash pickup will be performed weekly; all other operations to be performed twice monthly as called out in the enclosed specifications

### **Parking Lots**

Winter abbreviated schedule will commence October 1 and shall continue until March 3. Trashing weekly, planter maintenance as above.

### **Chemical and Mulching Applications**

Contractor shall cultivate, aerate, and chemically service per the approved Chemical Control Plan all landscaped areas 2 weeks prior to the Winter season. All planters shall be mulched per the enclosed specifications 2 weeks prior to October 1 to ensure a neat and conforming appearance prior to the Winter season.

### **Special Note**

areas marked 2X move to twice monthly service during the Winter season. Inspection, reporting, and monitoring schedules remain unchanged and without seasonal adjustment

## **Notes:**

DOUBLE STAKING

24" BOX TREE

"TIE IT SUPER" TREE TIE TAPE

2" DIA. LODGEPOLE PINE STAKES 12' LONG WITH GREEN PRESERVATIVE STAIN

6" WATER BASIN

6" FINISH GRADE

4" LAYER TYPE-1 MULCH

BACKFILL MATERIAL 100% NATIVE SOIL

DEEP ROOT CONTROL PLANTER IN MEDIANS AND PARKWAYS ONLY

ROOT BALL

SIDEWALK

8'

6"

D + 24"

NOTES

1. DEEP ROOT CONTROL PLANTER SHALL BE AS MANUFACTURED BY DEEP ROOT CORPORATION. PLANTER NO. 22-29-18-P.
2. TREE TIE TAPE SHALL BE WRAPPED TIGHTLY AROUND EACH LODGE POLE (IN OPPOSITE DIRECTIONS) PRIOR TO BEING TIED TOGETHER.
3. TREES SHALL BE 24-INCH BOX UNLESS SPECIFIED OTHERWISE.

DRAWN BY: GLEN	AUG. 1993	<b>CITY OF MANHATTAN BEACH</b> <b>DEPARTMENT OF PUBLIC WORKS</b> <b>TREE PLANTING AND STAKING</b>
		APPROVED BY: <i>Dave G...</i> CITY ENGINEER
		ST-14

## **EXHIBIT B**

### **BUDGET**

**City of Manhattan Beach**  
**Athens Street Sweeping & Pressure Washing Services**  
**July 1st 2017 through June 30th, 2018**  
**Budget**

Regularly Scheduled Work		
Location	Frequency	Apportioned Monthly Break Down of Fees
Street Sweeping (throughout the City)	Per Scope or Work	\$ 20,713.84
Strand Sweeping - Power Wash (45th to 1st)		\$ 4,738.40
Parking Lot # 1 - 10th and Bayview level)		\$ 154.41
Parking Lot # 3 - 12th and Morningside (3 level parking structure)		\$ 115.82
Parking Lot # 4 - Rosecrans and Highland (2 level parking structure)		\$ 193.02
Parking Lot # 6 - 14th and Highland		\$ 115.82
Parking Lot # 7 - Valley / Ardmore South Lot		\$ 115.82
Parking Lot # 8 - Valley / Ardmore North Lot		\$ 115.82
Parking Lot M - Metlox (2 level parking structure)		\$ 115.82
Parking Lot A - 2 Upper and 2 Lower Pier Lots		\$ 280.21
Parking Lot B - 26th Street Lot		\$ 392.29
Parking Lot C - El Porto Lot		\$ 231.63
Marine Ave Park Parking Lot - Marine and Redondo Ave		\$ 231.63
Marine Sports Park Parking Lot - Marine and Aviation		\$ 308.84
Joslyn Center Parking Lot - 1601 Valley		\$ 115.82
Public Works Facility - 3621 Bell Ave		\$ 115.82
City Hall and Public Safety Parking Lots - (2 level parking structure)		\$ 106.98
Manhattan Beach Art Center Parking Lot - 1560 MBB		\$ 213.96
Village Soccer Field Parking Lot - 1300 Block of Parkview		\$ 115.82
Premier Baseball Parking Lot - 18th and Herrin		\$ 270.23
		\$ 115.82
Monthly Total		\$ 28,877.82
Fixed Scope of Work per RFP Total Yearly Purchase Order Amount		\$ 346,533.84

<b>Extra Work</b>	<b>As Needed</b>
Additional Strand Pressure Washings and Spot Cleaning of Strand	\$34,000.00
Miscellaneous Spills and Street Clean-ups	\$6,500.00
Strand Storm Clean-up of Sand	\$8,500.00
<b>As Needed Not to Exceed Yearly Total</b>	<b>\$49,000.00</b>

**Total Contracted Amount Fixed plus Not to Exceed Extras** **\$ 395,533.84**

## **EXHIBIT C**

### **Terms for Compliance with California Labor Law Requirements**

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make

such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

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

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

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

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

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

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