

**CITY OF MANHATTAN BEACH  
MAINTENANCE SERVICES AGREEMENT**

[Pressure Washing/Exterior Custodial Maintenance]

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 CleanStreet, a California corporation ("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 Pressure Washing/Exterior Custodial Maintenance Services ("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-One Thousand Seven Hundred and Twenty-Seven Dollars and Fifty-Five Cents (\$21,727.55) per month for the Regularly Scheduled Work and not to exceed One Hundred and One Thousand Five Hundred and Forty Dollars Only (\$101,540.00) 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. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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:

Jere Costello, CEO  
CleanStreet  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

36. 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.

37. 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

CleanStreet, a California corporation

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

By:  \_\_\_\_\_

Printed Name: Jere Costello

ATTEST:

Title: President/CEO

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

By:  \_\_\_\_\_

Printed Name: Jeremiah Costello

APPROVED AS TO FORM:

Title: Secretary

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

APPROVED AS TO CONTENT:

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

## **Exhibit A**

# **DOWNTOWN STREETScape AND POWERWASHING MAINTENANCE SERVICES**

## **Scope of Work and Budget**



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.
- C. Paints, stains, materials, and tools necessary to maintain surfaces so treated.
- D. 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.
- E. 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. MAINTENANCE OF THE PIER AND COMFORT STATION**

#### **A. General**

Contractor shall be responsible for inspecting and reporting maintenance needs of any equipment, furniture and accessories including, but not limited to, benches, light poles, sinks, bait stations, drinking fountains, railings, and trash receptacles. This shall include such items as trash receptacle liners and replacement where required, as well as sweeping, cleaning, replacing missing screws, bolts and fasteners, handles, and any other minor items necessary for safe and proper operation of a facility or equipment. The pier shall be cleaned, to the satisfaction of the City, seven (7) days a week.

Contractor shall report any major deficiency or the need of replacement for any item herein listed to the Contract Administrator. The Contract Administrator will then determine the extent of the removal or replacement, if any. The Contractor will be reimbursed for expenses in excess of five hundred dollars (\$500) annually for replacement and repair of equipment, park furniture and accessories (excluding lighting equipment) and facilities due to normal wear and tear. Such work for replacements or repairs made in excess of five hundred dollars (\$500) for the year shall be considered as extra work and shall be paid for as specified under Proposal. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals. The Contractor shall report such repairs or removals to the Contract Administrator.

#### **B. Sweeping and Power Washing of the Pier and Comfort Station areas**

Contractor shall perform thorough sweeping of the pier three (3) times per week on Monday, Wednesday, and Friday during the winter months (November 1 – May 30) and five (5) times per week during the summer months (June 1 – October 31). Power washing shall be conducted on a weekly basis during the winter season and twice weekly during the summer season. The full circumference and inside and outside perimeters of the Roundhouse area including sinks, bait stations, and drinking fountains of the pier shall be swept and power washed daily regardless of season due to visitor dining and the leftovers of fishing activity. Trash and debris shall be cleaned, swept, and collected by hand or power sweeper (Billy Goat vacuum or approved equivalent) immediately prior to power washing to eliminate trash and debris being blown onto the beach or surrounding waters below the pier. Note: Per Manhattan Beach Municipal Code Section 5.48.330 – Mechanical Blowers, blowers of any kind are prohibited. Contractor is responsible for all pedestrian and vehicular traffic control. Method of power washing shall be as provided in Section 14. Power washing of the General Provisions. Power washing must be completed between the hours of 1:00 a.m. and 7:00 a.m. Hours are subject to change. Additional power washing services may be required by City and shall be charged at the specified hourly rate or square foot price as established for additional power washing services.

### **2. DOWNTOWN STREETSCAPE MAINTENANCE**

#### **A. General**

Contractor shall be responsible for custodial maintenance of the Downtown Streetscape public right-of-way, alleys, gutters, sidewalks, equipment, public furniture and accessories including, but not limited to, benches, light poles, signs, and trash and recycling receptacles. Maintenance shall include such items as miscellaneous sweeping, cleaning, regular cleaning of interior and exterior of street refuse and recycling containers, overflow trash collection of City containers and commercial containers. Due to the necessity of daily sweeping, contractor is advised to allow for adequate hand labor on non posted sweeping days to keep the Streetscape area at the required level of maintenance. The Downtown Streetscape area shall be cleaned, to the satisfaction of the City, seven (7) days a week.

Contractor shall report any major deficiency or the need of replacement for any item herein listed to the Contract Administrator. The Contract Administrator will then determine the extent of the removal or replacement, if any. The Contractor will be reimbursed for expenses in excess of five hundred dollars (\$500) annually for replacement and repair of equipment, furniture and accessories (excluding lighting equipment) and facilities due to normal wear and tear. Such work for replacements or repairs made in excess of five hundred dollars (\$500) for the year shall be considered as extra work and shall be paid for as specified under Proposal. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals. The Contractor shall report such repairs or removals to the Contract Administrator.

### **3. PUBLIC PLAZA MAINTENANCE (City Hall, Metlox, Public Safety Facility, Creative Arts Center)**

#### **A. General**

Contractor shall be responsible for custodial maintenance of the Public Plazas public right-of-way, alleys, gutters, sidewalks, equipment, public furniture and accessories including, but not limited to, benches, light poles, signs, and trash enclosures, trash and recycling receptacles. Maintenance shall include such items as miscellaneous sweeping and cleaning in public areas and collection of City trash containers in public areas and adjacent parking lots. Wooden site furnishings (jarrah wood) shall be inspected for splinters and oiled with a City approved. Penetrating oil on a twice monthly basis. The Public Plazas shall be cleaned, to the satisfaction of the City, seven (7) days a week.

Contractor shall report any deficiency or the need of replacement for any item herein listed to the Contract Administrator. The Contract Administrator will then determine the extent of the removal or replacement, if any. The Contractor will be reimbursed for expenses in excess of five hundred dollars (\$500) annually for replacement and repair of equipment, furniture and accessories (excluding lighting equipment) and facilities due to normal wear and tear. Such work for replacements or repairs made in excess of five hundred dollars (\$500) for the year shall be considered as extra work and shall be paid for as specified under Proposal. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals. The Contractor shall report such repairs or removals to the Contract Administrator.

#### **B. Power Washing of the Public Plazas**

Contractor shall perform complete power washing of Public Plaza hardscaped areas on a monthly basis no later than the end of the first full week of each month. Trash and debris should be cleaned from the area immediately prior to power washing. Contractor is responsible for all pedestrian and vehicular traffic control. Method of power washing shall be as provided in Section "P" of the General Provisions. Power washing must be completed between 7:30 a.m. and 10:30 a.m. Hours are subject to change. Additional power washing services may be required by City and shall be charged at the specified hourly rate or square foot price as established for additional power washing services.

### **C. Fountain and Water Feature Maintenance**

The maintenance listed in these specifications is to be performed on all of the following fountains:

- 1400 Highland Avenue (City Hall east entrance)
- 400/420 15th Street ; Civic Center Plaza (two fountains)
- Metlox Plaza, 13th Street and Morningside (three fountains)
- Creative Arts Center, 1600 Manhattan Beach Blvd

**Scope of Work:** The following will be required of the Contractor:

- Furnish all necessary labor, equipment, materials and incidentals necessary to service the fountains
- Clean and maintain all fountains according to specifications and schedules
- Inspection: Check fountains for any abnormalities when servicing them
- Reporting: Provide a list of discrepancies by facility to Facilities Supervisor. Include cost estimates of recommended repairs
- Perform additional repairs for the water fountains/features as necessary

#### **Maintenance Requirements**

Maintenance requirements on the water features/fountains will consist of the following:

Cleaning- to include

- Vacuum out dirt, litter and debris (bottom and surface)
- Remove drain grates around fountains and clean out dirt and debris
- Brush and clean at the waterlines
- Brush and clean off residual on the walls and basin floors
- Clean sprayer jet nozzles so they are free of debris and mineral build up and adjust valves/nozzles as needed

Equipment maintenance- to include

- Check all pressure gauges to determine if system operates properly
- Backwash filters, if applicable, to maintain proper flow
- Clean all pump strainer baskets and/or filters so they are free of debris
- Inspect motors, pumps, filters and all mechanical devices and exposed plumbing for any leaks or problems

- Inspect solenoids, coils, control panels and all electrical devices to ensure proper operation
- Check operation of light fixtures, maintain proper positioning and verify that GFI breakers set and reset properly
- Verify the water levels in the basins are correct, clean auto-fill probes or add water manually
- Verify that time clocks have the proper time and programming and adjust/reset as necessary
- Maintain vaults/equipment rooms in a clean and safe manner

**Water Treatment Maintenance-** to include

- Test water for chemical balance with a DPD test kit
- Maintain Free Available Chlorine level between 2-4ppm, and Total Chlorine level between 1-3ppm (adjust as needed) where applicable. Adjust and ensure proper operation of any ozone or UV water treatment systems
- Maintain pH levels between 7.2 and 7.6 (adjust as needed)
- Maintain total alkalinity levels between 70 and 100ppm (adjust as necessary)
- Add additional chemicals or biological control agents as needed to control algae , mold or mineral build up as necessary

**Maintenance Schedule: Full Service Days**

- Two (2) service visits weekly, October-March inclusive
- Three (3) service visits weekly, May-September inclusive
- Skimming shall be performed daily (7 days) as part of a daily inspection as required

No Service Day: Specified holidays and/or inclement weather.

**Work Requirements**

All maintenance and repairs must be coordinated with the Public Works Facilities Supervisor. The contractor in cooperation with the City, shall develop a maintenance schedule indicating what time and dates maintenance will be performed for each water fountain. Upon completion of any maintenance or repairs performed, the Contractor's service technician shall obtain a signature from the Contract Administrator, to acknowledge the work performed and location of the water feature/fountain. A copy of the signed service work order must be provided to the City representative at the completion of each servicing. All work is to be completed in a substantial and professional manner.

**Additional Repairs**

Any recommendations for additional repairs must be presented in the form of a written estimate (labor, materials, parts, travel, etc.) for consideration by the Contract Administrator. No additional repairs shall be performed without the expressed written consent of the Contract Administrator. The Contract Administrator, will decide which, if any, repairs may be performed. In the event additional repairs are authorized, charges shall be calculated in accordance with the prices set forth on the attached Additional Repairs Price Sheet.

**Work Hours**

All scheduled maintenance and repairs must be carried out between the hours of 8:00 AM and 4:30 PM, Monday through Friday except City observed holidays. No work shall be performed beyond normal City business hours which will constitute overtime, unless specifically authorized by the Contract Administrator. In the event repairs are requested outside the normal business hours, an additional charge may be made at the rates specified on the attached Proposed Price Sheet.

Contractor shall respond within one (1) business day to non-emergency call-out, and within two (2) hours to an emergency call-out. Emergency service calls typically entail service where public inconvenience, vandalism or safety/security may be compromised

**Warranty**

The City requires a minimum of a 90-day warranty on all labor and workmanship for any plumbing or electrical repairs or improvements performed on the water fountains by the Contractor, unless vendor offers better. In addition, any parts used for repairs shall be subject to the manufacturer's warranty period. Should any defects in workmanship or parts, except normal wear and tear, appear during their respective warranty period, the Contractor shall repair or replace the same at no additional cost to the City. For parts, only the labor for replacement of the failed part shall be subject to any charge if the 90-day labor warranty period has expired. Labor charges shall be made at the rates specified on the attached Proposed Price Sheet.

**4. LANDSCAPE MAINTENANCE (DOWNTOWN STREETSCAPE, PIER, AND PUBLIC PLAZA)****A. General**

The maintenance work of the turf and landscaped areas for the Downtown Streetscape, Pier, and Public Plaza areas has been organized into a list of specific work activities. Contractor shall verify all estimates and make seasonal adjustments to maintenance intervals as required. The City shall not be responsible for any errors or omissions.

**B. Turf Maintenance**

1. Mowing and Edging – Turf areas shall be mowed, edged, or trimmed as needed. Turf areas consisting of cool season grasses shall be mowed before reaching three and one-half (3-1/2") inches in height and shall be mowed no lower than one and one-half (1-1/2") inches in height, unless specifically instructed by the Contract Administrator. All collected lawn clippings are to be removed and disposed of at a City authorized Green Waste bin. Green Waste may be taken to the City Yard and placed in dedicated Green Waste containers.

The City may request the Contractor to vary mowing heights for special events and conditions as directed by the Contract Administrator. The Contractor shall submit a mowing schedule of days and times for the turf. The Contractor shall maintain the approved schedule unless a change is authorized or directed by the City.



Debris shall be lifted the same day of each mowing, trimming, or edging operation and shall be removed from the site.

Turf shall be trimmed to the edge of sidewalks, curbs, mow strips, retaining walls, posts, valve boxes, controllers, light standards, and any paved surface. Turf shall be kept trimmed or sprayed with a contact herbicide and for a distance of twelve (12) inches from all tree trunks. Contractor shall exercise care not to spray tree trunks with any chemicals or injure the tree trunks with any chemicals or mechanical equipment. Contractor shall be liable for any damages to landscapes and planted materials arising from the improper or negligent operation of mowers, string trimmers, and/or chemical application.

Contractor shall be required to clean any and all turf care equipment as needed to prevent cross contamination of turf areas with non-desirable grasses and/or noxious weeds. If the Contract Administrator deems that cross contamination of any landscaped area with invasive grasses or weeds is attributable to the horticultural practice or lack thereof on the part of the Contractor, the City shall hold the Contractor liable for any and all costs associated with returning the landscaped area to original condition.

2. Watering -An automatic irrigation system is provided for the Contractor's benefit to maintain optimum soil moisture content to ensure healthy, vigorous growth, but shall not be intended as the only means of irrigation. The Contractor shall control and maintain the operation of the irrigation system. The Contractor shall report any and all malfunction and present any adjustments made to the system to the Contract Administrator. Should there be an interruption of electrical power or malfunctioning of the controller or control valves for more than two (2) consecutive days, the Contractor shall be required to water by other means if necessary to prevent deterioration of the areas involved. The Contractor shall be responsible for providing control and monitoring irrigation operations to provide sufficient water for optimum growth with a minimum of water run-off. Unnecessary flooding or excessive watering shall be corrected as quickly as possible. The City will provide all repair parts as needed to maintain the irrigation systems. Be advised that all irrigation at Metlox Plaza is by hand, as irrigation is not available by design. Planters at Metlox are to be hand pumped of excess water through built in siphon provided for this purpose.
3. Fertilization - Prior to fertilizer applications, notification shall be made as required in these Specifications. A City representative shall verify the fertilizer quantity at the site at the time of each application. The type, quantity, time, location, and coverage of fertilizer applied shall be indicated in the weekly report. A City representative shall verify the fertilizer quantity and quality at the site at the time of each application. The type, quantity, time, location, and coverage of fertilizer applied shall be indicated in the weekly report. Contractor shall adhere to Section R. Cleaning Agents and Chemical Control to eliminate non-storm water runoff. Contractor shall adhere to all mandated practices 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.

Cool season grasses shall receive five (5) pounds of ammonium sulfate, 21-0-0 per 1,000 square feet per application, in early March, early May and early October. In late November the cool season grasses shall receive one application of six (6) pounds of complete fertilizer, 16-16-6 plus trace elements per 1,000 square feet.

The fertilizer applications shall be applied immediately after the aerification and thatch removal operations. The cost for fertilizers shall be included within the price of the contract.

4. Insect, Disease and Pest Control - The Contractor shall provide complete insect, disease, and pest control as necessary or as directed by the Contract Administrator. The Contractor shall obtain the Contract Administrator's approval fifteen days prior to the use of any chemical, mechanical, or any other method of control. The cost for control chemicals, materials, devices, and services shall be included with the price of the contract.

Contractor shall adhere to Section R. Cleaning Agents and Chemical Control to eliminate non-storm water runoff. Contractor shall adhere to all mandated practices 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.

5. Weed Control - All vegetation shall be sprayed and removed for a distance of 12 inches from tree trunks to form tree wells. Any additional weed control in turf areas shall be as needed or as directed by the Contract Administrator. Weed control required and approved within turf areas by the Contract Administrator shall be included in the monthly costs for the various locations.
6. Soil Aeration - Turf aerification shall be accomplished quarterly, once just prior to spring fertilizer application. The entire turf areas shall be aerated with a self-propelled machine that removes cores of soil 3/4" in diameter by four (4) to six (6) inches long, spaced no more than six (6) inches apart. Soil shall be moist to a depth of at least six (6) inches before aerifying. One of the aerifications shall be done immediately after thatch removal operation required in early October. Cores shall be removed as directed, from the field during or immediately after aerification. Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the aerification process, and shall return any damaged components to full operation upon completion of aerification activities.
7. Thatch Removal - Thatch shall be removed with a vertical slicing mower once a year in early October from all turf areas as directed by the Contract Administrator. Care shall be taken to avoid unnecessary or excessive injury to the turf grass stand. Sweep or rake the dislodged thatch from the turf areas and remove from the park site. After

the thatch is removed, turf shall be aerified, fertilized, and watered. Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the de-thatching process, and shall return any damaged components to full operation upon completion of de-thatching activities.

### **C. Shrub, Planter and Ground Cover Maintenance**

1. Pruning and Trimming - Ground cover shall be kept trimmed to the edge of sidewalks, light fixtures, driveways, mow strips, retaining walls, and buildings. Ground cover shall be kept one (1) foot from fences, property lines, trees, and shrubs. In no case shall ground cover be allowed to climb walls, fences, light fixtures, buildings, shrubs and trees. Any plantings at vehicular intersection shall be maintained at not more than 42" from the flow line or street level to maintain line of sight of oncoming or approaching traffic.
2. Mulching -All planters shall be mulched with a City approved product as needed to maintain a minimum 3 to 4 inches of cover to serve as moisture retention and weed abatement measures. The City requires the re-use of on site generated woody material that has been properly chipped for use as mulch. If sufficient quantities of native materials are not available, other sources of recycled material shall be used after the approval of the Contract Administrator

### **D. Watering**

1. Fertilizing - Ground cover and shrub areas not covered elsewhere shall be fed between February and April with a complete slow-release fertilizer, 16-16-6 plus trace elements at the rate of 275 pounds per acre, or approximately six (6) pounds per 1,000 square feet. Water thoroughly the day before fertilizing and thoroughly again immediately after the application of the fertilizer. Wash all fertilizers from plant foliage immediately after application.
2. Insect, Disease and Pest Control - See Part 2, Section (d) Insect, Disease and Pest Control of these specifications
3. Weed Control - A pre-emergence and post-emergence program shall be maintained by the Contractor for the entire duration of the contract. Ground cover and shrub areas shall be weeded before any weeds reach four (4) inches in height. Pre-emergence herbicide shall be applied in early March and again in early September according to the manufacturer's recommendation each year in all ground cover areas. Post-emergent herbicide shall be applied as needed, as directed, and the type approved by the Contract Administrator depending upon the type of ground cover involved. Serious pest weeds, such as Bermuda grass and Bindweed shall be spot treated with portable sprayer or wick wand as needed with an effective herbicide and applied per manufacturer's recommendations. Water shall not be applied to treated areas for forty eight (48) hours after each application. The Contractor shall notify the Contract Administrator to have the irrigation system adjusted appropriately when weed controls are applied. Sprayed

weeds shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied as above. After a complete kill, all dead weeds shall be removed from the park site. Nutsedge shall be treated a minimum of once per month until complete control is achieved as specified above.

#### **E. Tree Maintenance**

1. **Pruning and Trimming** – All tree pruning activities shall be per *ANSI A300 Tree Care Operations —Tree, Shrub, and Other Woody Plant Maintenance —Standard Practices (Pruning)*. Any and all trimming and pruning activities shall be under the supervision of a ISA Certified Arborist to ensure full compliance with ANSI A300 standards and guidelines. The Contract Administrator shall be notified prior to any trimming. All trees thirty (30) feet in height or less shall be shaped, trimmed, pruned, thinned, crown reduced, and shaped a minimum of once every two (2) years. The Downtown Streetscape area trees are to be trimmed and crown reduced annually the first week of November on annual basis.

Upon discovery or notification, any dead or damaged branches shall be removed back to a lateral branch. Contractor shall be responsible for the proper disposal of all fallen or broken branches and limbs within all maintained areas, regardless of origin or tree height. No stubs will be permitted. The Contractor shall restrict growth through pruning to maintain safe road visibility, vehicle and pedestrian clearances, equipment accessibility, and to prevent or eliminate hazardous situations. Trees over thirty (30) feet in height shall be maintained by the City, or at the City's discretion, have such routine annual maintenance contracted as a separately negotiated item. **All trimmings shall be chipped into usable mulch and spread as directed by the Contract Administrator.**

2. **Watering**

**Fertilizing** - All trees shall be fertilized in early March with a complete balanced slow-release fertilizer (Osmocote or approved equal) 16-16-6 plus trace elements at the rate of six (6) pounds per one (1) inch of trunk diameter measured one (1) foot above the ground. Fertilizer shall be broadcast around the drip line of the trees and watered thoroughly. Palms will be treated with a fertilizer containing magnesium, manganese, and trace elements in a slow-release formula. Contractor shall adhere to Section R. **Cleaning Agents and Chemical Control** to eliminate non-storm water runoff. Contractor shall adhere to all mandated practices 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.

3. **Tree Staking and Tying** - Trees shall be staked as directed per the City Standard Plan. Stakes and ties shall be placed in such a manner that no trunk chafing occurs. Guys

and ties shall be checked periodically to prevent girdling and/or restriction of growth, and to ensure tree alignment.

**F. Equipment, Park Furniture, and Accessories and Facilities Maintenance**

1. General – Contractor shall be responsible for the custodial maintenance of site furnishings, accessories, and restroom facilities, including, but not limited to benches, picnic tables and trash receptacles. Custodial maintenance shall include such items as miscellaneous paper sanitation products, trash receptacle liner and replacement, as well as sweeping, cleaning, replacing missing screws, bolts and fasteners, handles, and any other minor items necessary for safe and proper operation of a facility or equipment. Graffiti shall be reported as soon as discovered to the Contract Administrator.
2. Tables, chairs, and furnishings set upon must be cleaned and serviced a minimum of three times weekly, (Friday, Saturday, Monday) during the summer months, and a minimum of twice a week during the remaining year.
3. Contractor shall immediately report any deficiencies, or the need for replacements for any item herein listed to the Contract Administrator. The Contract Administrator will then determine the extent of the removal or replacement, if any. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals. The Contractor shall report such repairs or removals to the Contract Administrator.

**G. Clean-up**

After Contractor has completed all operations in these specifications, the Contractor shall remove and dispose of all clippings, cuttings, trimmings, weeds, leaves, paper, trash, and other debris existing or due to his operations from the site, at the end of each day's work. All litter and debris shall be cleaned from all areas as required or as directed by the Contract Administrator.

No grass clippings or other materials may be deposited or left in the curb area or on the street. All clippings must be removed immediately by hand sweeping. Washing any material down the street gutter is strictly prohibited. Any deviation of this requirement is in conflict with the Clean Water Act and will be dealt with accordingly.

**H. Irrigation Systems**

Contractor shall have in their employ an experienced and seasoned irrigation professional. Said employee must be familiar with Rainbird Maxicom, Leit Solar, and Irritrol control systems operation and adjustment. The City has standardized on Rainbird components, and any off brand or legacy equipment encountered in the field shall be brought up to current standards when serviced, repaired or replaced. Irrigation systems shall be inspected a minimum of once per week for operation, water volume, and sprinkler alignment. During the summer and times of Santana wind conditions, the systems shall be monitored daily for

proper function. The Contractor shall notify the Contract Administrator immediately, in writing, if any part of the system is damaged, malfunctioning, or creating excessive water runoff. The cost of inspection of the irrigation systems shall be included in the monthly costs for the various locations.

The Contractor shall be wholly responsible for irrigation repair, maintenance, monitoring, and adjustment at all sites per the attached schedule. All irrigation repair and replacement parts will be furnished by the City. The City will not reimburse the Contractor for parts damaged by Contractor operations, including those parts skinned, cut or otherwise rendered unusable due to edging, mowing, aerification, dragging, or towing operations. This includes the replacement of irrigation boxes and lids, specifically lids lost due to being unsecured with the manufacturer provided stainless steel locking bolts.

Due to constantly changing weather conditions, watering duration and frequency will of necessity require regular and constant adjustment. City personnel shall adjust automatic sprinkling timers only in areas under its control as necessary to accommodate changes in the weather. If during maintenance operations an irrigation system is manually operated and left flowing, or mis-adjusted and is over or under watering due to Contractor error or omission, City crews will either shut off or adjust the system for proper operation, and deduct the incurred labor charges from the Contractor's monthly payment. The charges will be determined as set forth in the City's current Resolution of Fees. Additionally, if landscaped areas are damaged by lack of water, and it is determined that the damage is the direct result of error or omission on the part of the Contractor, the Contractor shall be liable for the return of any landscaped area to original condition and without further compensation from the City.

**I. Mulch Planter Area Maintenance**

Weeds shall be pulled and removed from non-vegetative areas before reaching four (4) inches in height. No chemicals or pesticides of any kind are to be used in tot lots and/or children's play areas, regardless of play surface (sand or wood chip).

**J. Decomposed Granite Area Maintenance**

Decomposed granite areas shall be kept in a neat and clean condition, free from weeds and debris. As needed throughout the year, the decomposed granite areas will be resurfaced as needed to maintain a safe and conforming surface or as directed by the Contract Administrator. Contractor shall resurface the area by filling in low or worn areas with new decomposed granite to eliminate ponding of water. The decomposed granite shall be placed to a minimum thickness of four (4) inches; then smoothed, raked and watered prior to compaction with a vibratory plate compactor or other approved device.

**7. HAND DETAILING STAIRWAYS – PEDESTRIAN ACCESS STAIRWAYS**

Quarterly, the Contractor shall sweep, remove weeds, abate graffiti, and report any deficiencies to surfaces or railings on stairways per the attached location map.



## **Least-Toxic Integrated Pest Management Policy**

The City of Manhattan Beach recognizes that the maintenance of a safe, clean and healthy environment is vital to the sustainability of our community. It is the goal of the City to provide for the safest and lowest risk approach to control pest problems, while protecting the public, the environment, and City property. The City recognizes that pesticides can pose risks to human health and the environment, with special risks to children. It is recognized that some pesticides can cause adverse human health effects.

The City adheres to the Precautionary Principle as the basis for this Least-Toxic Integrated Pest Management (IPM) policy. The Precautionary Principle states, "When an activity raises threats of harm to the environment or human health, precautionary measures should be taken, even if some cause-and-effect relationships are not fully established."

This policy shall focus on long-term pest prevention and give non-chemical methods first consideration when selecting appropriate control techniques. The full range of alternatives, including taking no action, will be considered first, with chemical controls used as a last resort, giving preference to chemicals that pose the least hazard to people and the environment and excluding use of the most hazardous pesticides. The City's goal is the elimination of chemical pest control methods when possible.

### **A. Elements of the Least-Toxic IPM Policy**

1. Establishing pest management area objectives, e.g. athletic fields, playgrounds, schools, and general grounds, etc.
2. Monitoring to determine pest population levels and identify decisions and practices that could affect pest populations.
3. Setting of action levels/triggers to determine when vegetation or a pest population at a specific site cause(s) unacceptable economic, safety, or medical damage wherein corrective action should be taken.
4. Eliminating pest habitats to deter pest populations and minimize pest infestations.
5. Utilizing pest prevention methods, such as structural modification, modification of horticultural practices, and/or employing progressive non-chemical methods.
6. Employing as a last resort pesticides from the approved list, and, if demonstrated to be necessary, pesticides from the limited use list.

### **B. Decision-making Process**

#### **IPM Administrator**

The City shall designate an IPM Administrator, typically the Contract Administrator. This person shall be responsible for coordinating City efforts to adopt the techniques and guidelines of the IPM Program, and to provide tracking of pesticide use and ensuring that related information is available to the public; and presenting an annual report to the Public Works Director evaluating the progress of the IPM Program. Only persons specifically authorized by the IPM Administrator are permitted to bring or apply pesticides on City sites or property.

### **C. Product Selection and Use Approval**

Products selection will be based on IPM Administrator review of the product's contents, precautions, and adverse health effects. The IPM Administrator will make product recommendations to the Public Works Director for final approval. Products will be divided into three classifications: Approved Use List, Limited Use List and Banned Use List. If the use of a material not on either the Approved Use List or the Limited Use List is deemed necessary, the IPM Administrator may apply for an emergency exemption. (See section 4 below.)

#### **1. Approved Use Products List**

The IPM Administrator shall maintain a list of all pesticides approved for use in the City, along with any restrictions for such use. This list shall be referred to as the Approved Use Products List. The Approved List shall include, but not be limited to:

- Insecticides, herbicides, or rodenticide ( baits and/or traps);
- Borates, silicates and diatomaceous earth;

- Soap-based products;
- Natural products on the FIFRA's 25(b) list (40 CFR part 152.24(g)(1));
- Natural products on the California Certified Organic Farmers organic list;
- EPA "Generally Recognized as Safe" (GRAS) products pursuant to federal EPA;
- Cryogenics, electronic products, heat and lights;
- Biological controls, such as parasites and predators; microbial pesticides;
- Insect growth regulators; and
- Physical barriers.

## 2. Limited Use Products

A pesticide applicator or City staff member may submit a written request to the IPM Administrator that a particular pesticide not on the Approved List be approved for use for a specific and limited purpose. Limited Use Products may not be pesticides on the Banned Use List. The request must be reviewed by the IPM Administrator, signed by the IPM Administrator, and approved by the Public Work Director. The IPM Administrator may grant a limited use exemption, not to exceed three months, upon finding that the pesticide applicator has:

- Identified a compelling need to use the pesticide;
- Made a good-faith effort to find alternatives to the particular pesticide;
- Demonstrated that effective, economic alternatives to the particular pesticide do not exist for the particular use; and
- Developed a reasonable plan for investigating alternatives to the pesticide in question during the exemption period.

## 3. Banned Use Products List

The following high health risk pest management products will not be allowed on the Approved List:

- Pesticides linked to cancer, (US EPA Class A, B and C carcinogens and chemicals known to the state of California to cause cancer under Proposition 65);
- Pesticides that cause birth defects or reproductive or developmental harm (identified by the US EPA or known to the State of California under Proposition 65 as reproductive or developmental toxins);
- Pesticides that interfere with human hormones;
- Pesticides classified as Toxicity Categories I and II by US EPA;
- Carbamate or organophosphate pesticides; and
- Foggers, bombs, fumigants or sprays that contain pesticides identified by the state of California as potentially hazardous to human health (CFR 6198.5).

## 4. Emergency Exemptions

The IPM Administrator may allow a company contracted to provide pest control to the City to apply a pesticide not on the approved or limited use lists if necessary for the protection of public health. Such exemptions shall be granted on a case-by-case basis and shall apply to a specific pest problem for a limited time, and are subject to the approval by the Public Works Director. The IPM Administrator may grant emergency exemption only if action is required.

### **D. Training**

Training of personnel is critical to the success of an IPM program. Contractor shall ensure staff be educated about potential pest problems, the Least-Toxic IPM Policy, and procedures that will be used to achieve the desired pest management objectives.

### **E. Contractors**

All pest control companies contracted by the City shall follow all provisions of the IPM policy.

### **F. Notice and Recordkeeping**

#### 1. Notice

In compliance with and in addition to the notification, posting and recordkeeping requirements mandated by the Healthy Schools Act, the Contractor will notify the public of all pesticide applications using the following guidelines:

- a. The IPM Policy statement;

- b. The Approved list of pesticide products;
- c. The availability of the Approved List and Banned List and all IPM activity records in the main office;
- d. Appropriate signage when applicable or required by the City

Applications of products not on the approved list will be preceded by a 72-hour notification of staff, except for emergencies as determined by the IPM Administrator under section C(4) above. The IPM Administrator may require notification of Approved List Products.

**Notification will include:**

- a. The product name and active ingredient;
- b. Target pest;
- c. Date of pesticide use;
- d. Signal word on the label indicating the toxicity category of the pesticide;
- e. Contact for more information; and
- f. Availability of further information at the City's main office.

Signs shall be conspicuously posted around any area where pesticides not on the Approved List are to be applied in a non-emergency situation at least 72 hours before and 72 hours after application. In the event of an emergency as determined above, posting will go up at the time of the application. Signs shall include the information listed in section 3. (Banned Use Products) above.

**2. Recordkeeping**

Records of each pest management action shall be available upon request to the public and kept at the main office for a period of at least 4 years. Each record shall include the following information:

- a. Name and address of the site;
- b. Location of the pesticide application;
- c. Target pest;
- d. Date and time the pesticide or management action was completed;
- e. Pesticide product name/manufacture;
- f. EPA/California registration number from product label;
- g. Total quantity of pesticide product used (in lbs., oz., pt., qt., gals.);
- h. Rate of use per acre;
- i. Dilution;
- j. Size of the area treated;
- k. Application method (i.e., ground, air or other);
- l. Application equipment used;
- m. Reentry period if applicable; and
- n. Name of the pesticide applicator.

## Master Service Schedule

Pier and Lanscaping	Spaces	Daily	Weekly	Monthly	Quarterly	Seasonal	Comments
<b>Pier Cleaning</b>							
- Pier Planters		X	X	2X		X	Daily trash removal year-round
- Pier Sweeping: Winter Season		X	4X			X	4 days per week; Sat, Sun, Tue, Thur
- Pier Sweeping: Summer Season		7X				X	7 days per week
- Pier Pressure Washing: Winter Season				X		X	Mon, bulb and base Wed, Fri. Pressure wash refuse and recycling enclosures 1X per month
- Pier Pressure Washing: Summer Season				X		X	Mon, Wed, Fri – bulb 7 days. Pressure wash refuse and recycling enclosures 1X per month
- Pier Lot Trash Compactor Pressure Wash				X			
<b>Downtown Streetscape and Landscape</b>							Empty refuse and recycling containers daily, service planters weekly, hand sweeping between 5:30 am and 7:30 am to augment mechanical sweeping, mechanical sweeping can begin after 7:30 am, parked vehicles are an issue
<b>Metlox Plaza– 451 Manhattan Beach Blvd</b>							
- Plaza and planters		X	X			X	Remove trash daily, service planters weekly, Jarrahwood gates, railing and benches oiled monthly and sanded as necessary to maintain splinter-free condition. NOTE: all irrigation is by hand and the responsibility of the Contractor. Pump out potted trees via drain tube, check daily.
- Fountains			2X			X	2 service visits weekly in Winter, 3 services visits weekly in Summer
- Acid Wash fountains					X		
- Pressure Washing		X	X				Split work: ½ Mon, ½ Wed (cleaning of Farmers Market area on Wed following Tuesday's Farmers Market), spot clean as needed. Stairs and stairwells weekly, elevators daily, escalators deep cleaned weekly, stainless steel and glass touched up daily. All refuse and recycling containers to be Pressure washed monthly.
- Police Dept Annex, Elevator, & Restroom		X					
<b>Civic Center Plaza – 420 15<sup>th</sup> St</b>							
- Plaza and planters		X	X	X			Empty refuse and recycling containers daily, service planters weekly.
- Fountains			2X			X	2 service visits weekly in Winter, 3 services visits weekly in Summer
- Acid Wash fountains					X		
- Pressure Washing		X	X	X			Pressure wash weekly, spot clean as needed. Stairs and stairwells weekly, elevator daily. All refuse and recycling containers to be Pressure washed monthly.
<b>Hand Sweeping &amp; Miscellaneous</b>							
- Pedestrian Access Stairways					X		
<b>Creative Arts Center – 1560 MBB</b>							
- Fountains			2X			X	2 service visits weekly in Winter, 3 services visits weekly in Summer

## **EXHIBIT B**

### **BUDGET**

### Regularly Scheduled Work

Location	Frequency	Apportioned Monthly Break Down of Fees
Pier Pressure Washing	2 to 5 Per Wk	\$ 5,030.19
Downtown Streetscape Porter Service	Daily AM	\$ 4,222.65
Metlox Plaza and Parking Porter Service	Daily	\$ 4,594.31
Metlox Police Annex Office, Elevator & Restroom Porter Service	Weekly	\$ 223.19
Civic Center Plaza - Porter Service	Daily	\$ 4,575.21
Manhattan Beach Art Center - Fountain Porter Service Only	Daily	\$ 278.92
Hand Detailing of Stairways - Civic Center and Metlox Plazas	Weekly	\$ 33.48
Lot 4	Yearly	\$ 781.15
Upper and Lower Pier Parking Lots (Lot A) - Porter Service	Daily	\$ 1,988.46
Deduct Monthly Cost of Maintaining Fountains if removed from scope of work (deduct - \$2,041.17 per month )	Daily	\$ -
Monthly Total		\$ 21,727.55
Fixed Scope of Work per RFP Total Yearly Purchase Order Amount		\$ 260,730.57

Extra Work	As Needed
------------	-----------

Additional Pressure Washing Downtown Streetscape	Seasonal	\$18,500.00
Summer Weekend and Holiday Afternoon/Evening Porter Service	Seasonal	\$29,040.00
Additional Porter Service Parking Lots 2 and 3 Downtown	Daily	\$8,200.00
Mutt Mitt Service	Daily	\$7,500.00
North End BID Pressure Washing	As Requested	\$18,000.00
Miscellaneous Pest Control	As Requested	\$1,600.00
Additional Pressure Washing Pier and Pier Lots	As Requested	\$2,200.00
Pressure Wash Trash Enclosures - City Wide	As Requested	\$4,500.00
Porter Service for City Events Downtown and The Pier	Seasonal	\$12,000.00
<b>As Needed Not to Exceed Yearly Total</b>		<b>\$101,540.00</b>

<b>Total Contracted Amount Fixed plus Not to Exceed Extras</b>	<b>\$</b>	<b>362,270.57</b>
--	-----------	-------------------



## **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.

