

**CITY OF MANHATTAN BEACH  
STREET SWEEPING AND PRESSURE WASHING SERVICES AGREEMENT**

THIS STREET SWEEPING AND PRESSURE WASHING SERVICES AGREEMENT ("Agreement") is made and entered into as of September 1, 2018, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and Arakelian Enterprises, Inc., dba Athens Services, ("Contractor"). Contractor's license number is 978599; Contractor's State of California Business Registration number is C1494158.

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

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Street Sweeping and Pressure Washing ("Project"), as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Rate Sheet dated June 26, 2018, a copy of which is attached hereto as Exhibit B 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 ("Director") 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. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.
3. Term. This Agreement shall become effective on the date first set forth above and shall remain in effect until August 31, 2023, unless sooner terminated pursuant to Section 12 of this Agreement. Additionally, there shall be two 2-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions as this Agreement for a maximum period not to exceed six months or until renewed or awarded to a new contractor, whichever is less.
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.

A. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Six Hundred Nineteen Thousand Three Hundred Thirty-Seven Dollars (\$619,337) per year, in accordance with the prices as submitted in Exhibit B. An additional annual contingency amount of \$62,000 for unforeseen services or emergencies is available, subject to authorization by the Director pursuant to Section 2 of this Agreement. In no event shall the total compensation paid Contractor exceed Six Hundred Eighty-One Thousand Three Hundred Thirty-Seven Dollars (\$681,337).

B. Rate adjustments are allowed once annually at the contract anniversary, beginning September 1, 2019. The City Manager or designee may make annual adjustments that do not exceed the percentage change in the Consumer Price Index for the Los Angeles-Riverside-Orange County, CA area (CPI-All Urban Consumers) for the most recent 12-month period for which data is available, to a maximum allowable annual increase of 3%.

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, Hold Harmless, and Duty to Defend.

A. Indemnities.

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 judicial 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 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 court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, 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 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 shall survive the expiration or termination of this Agreement.

#### 14. Insurance Requirements.

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) 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.

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 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.

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 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 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 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 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 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, 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. 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.

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. NOT USED

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. Payment Bond: ☐ **REQUIRED** – or – ☒ **NOT REQUIRED**

Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as Exhibit D and incorporated herein by this reference.

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

25. Warranty. The work shall be warranted by Contractor against defective materials and workmanship for a period of one year. The warranty period shall start on the date the work is completed as determined by the Director.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Director in writing.

All warranties, express or implied, from subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to City, and such warranties shall be delivered to the Director prior to acceptance of Contractor's performance of the Agreement.



Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Director, after notice to do so from the Director, and within the time specified in the notice. If Contractor fails to make such replacement or repairs within the time specified in the notice, City may perform the replacement or repairs at Contractor's expense. If Contractor fails to reimburse City for the actual costs, Contractor's Surety shall be liable for the cost thereof.

26. 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 services 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.

27. 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 this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

28. 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.

29. 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.

30. 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 all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

31. 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.

32. Authority. The persons executing this Agreement on behalf of Contractor warrant and represent 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.

33. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, 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.

34. 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.

35. 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.

36. 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.

37. 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  
Tel: (310) 803-5313  
Email: [skatsouleas@citymb.info](mailto:skatsouleas@citymb.info)

To Contractor:

Cesar Ortiz  
Athens Services  
14048 E. Valley Blvd.  
City of Industry, Ca. 91716  
Tel: (626) 934-4691  
Email: [cortiz@athensservices.com](mailto:cortiz@athensservices.com)

38. 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.

39. 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.

CITY OF MANHATTAN BEACH

ARAKELIAN ENTERPRISES,


dba. ATHENS SERVICES

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

By:   
Printed Name: Greg Laughon  
Title: President

ATTEST:

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

By:   
Printed Name: GARY M CLIFFORD II  
Title: EXECUTIVE VICE PRES.

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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



**EXHIBIT A  
SCOPE OF WORK  
SPECIFICATIONS**



**REQUEST FOR PROPOSAL #1168-18  
STREET SWEEPING AND  
PRESSURE WASHING**



Public Works Department  
Stephanie Katsouleas,  
Director



## PART I - GENERAL PROVISIONS

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

The work to be done consists of the sweeping of all public streets, paved public alleys, and specified parking lots in the City of Manhattan Beach in accordance with the Sweeping Schedule which has been approved by the Contract Administrator of the City of Manhattan Beach. Additionally, a separate scope of work for pressure washing services is also included in this agreement and defined in detail under Contract Provisions. Generally, the scope, frequency, and hours of operation of all services are subject to change if determined to be in the best interest of the City.

### **B. Compensation**

#### **1.) Payment**

For all of the services which the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor, once each month, a sum equal to the monthly price bid in the Contractor's Proposal, or as amended by any subsequent adjustments thereto as provided hereinafter. Monthly payments shall be made by the City in arrears, not later than the thirtieth (30th) day of the month following the month for which payment is made.

#### **2.) Adjustment of Payment (Street Sweeping Only)**

Adjustment of payment only applies to the Street Sweeping portion of this Agreement. All other services contemplated under this Agreement shall be fixed for the term of the Agreement unless modified through amendment. For the second and subsequent contract years the rates set forth in the contract may be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Producer Price Index (P.P.I.) published by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Long Beach Standard Metropolitan Statistical Area. Beginning with the first day of the fourth calendar month of the contract's second year, and the first day of the fourth calendar month of each contract year thereafter, the rates set forth in the contract may be adjusted in a percentage amount equal to the net percentage change in the said P.P.I. during the period of time since the last preceding contract adjustment, calculated to the nearest one percent.

Rate adjustments based upon changes in the P.P.I. shall be made automatically through the administrative process and will not require the periodic approval of the City Council.

The Contractor may petition the City for rate adjustments on the basis of unusual changes in his cost of doing business, such as revised laws or regulations, or changes in disposal fees over which the Contractor has no control. These unusual changes in the cost of doing business shall be based upon factors other than changes in the P.P.I.

In order to justify such a rate increase based on factors other than changes in the P.P.I., the Contractor shall submit financial and accounting data to the City, which clearly substantiates the requested rate increase. After consideration of such financial and accounting data as submitted by the Contractor and any other relevant information, the City Council shall disapprove, approve, or approve with modification the requested rate increase. The decision of the City Council shall be final and conclusive.

### **C. 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.

### **D. Authority of the Contract Administrator**

The Contract Administrator or his/her authorized representative shall decide all questions which may arise as to the quality or acceptability of work performed, and as to the manner of performance and rate or progress of the work; all questions which arise as to the interpretation of the Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Contract Administrator's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders within the scope of these specifications may be given by the Contract Administrator or his authorized representative and the Contractor shall instruct his operators to follow these orders as though they had been issued by the Contractor.

### **E. Suspension of Contract**

If, at any time in the opinion of the City Council, the Contractor has failed to supply an adequate working force or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Contract Administrator or his authorized representative, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor's control shall terminate and thereupon the City may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City Council may annul and cancel the contract and relet the work. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claim for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

### **F. Termination of Contract**

Notwithstanding any other provision of these Specifications and contract documents, the contract for street

sweeping and/or streetscape maintenance services may be terminated at any time, by the City upon sixty (60) calendar days or by the Contractor upon one-hundred twenty (120) calendar days, advance written notice, delivered as certified mail by the United States Postal Service.

#### **G. Subcontracting and Assignment**

No performance of this Agreement or any portion thereof may be assigned or subcontracted by Contractor without the expressed written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Agreement without said consent shall be null and void and shall constitute a default under this Agreement. In the event of such a default, the City may immediately terminate the Agreement.

In the event the City should consent to assignment or subcontracting, each term of and condition of the original bid submission requirements and this Agreement shall extend to and be binding upon and inure to the benefit of the assigns, successors or administrators of the respective parties.

In the event the City should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime Agreement with the City of Manhattan Beach. All provisions of that prime Agreement shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for the Contractor's own employees, but not including the sole negligence of the City, its agents and employees.

#### **H. Laws to be Observed**

The Contractor shall keep himself fully informed of and in compliance with all Federal and State laws and all municipal ordinances and regulations of the City of Manhattan Beach which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

#### **I. Indemnification**

Contractor agrees to indemnify, defend, and hold harmless the City and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, the Agreement by the Contractor, Contractor's agents, officers, employees, subcontractors, or independent contractor(s) hired by Contractor. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

#### **J. Insurance Requirements**

Contractor shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, Contractor must have and maintain in place, all of the insurance coverages required in sample agreement. Contractor's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work.

#### **K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. Pressure Washing**

The objective of any pressure 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.

**P. 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, pressure washing wastewater must be kept out of the City's storm water system. The system includes streets, gutters, ponds, creeks, and ditches. Pressure washing 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.

**Q. 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) 802-5313 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 pressure washed on a once monthly basis, including liners.

#### **R. 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.

#### **S. 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.

#### **T. 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.

#### **U. Regular Reporting**

The Contractor or his representative shall make contact with the Contract Administrator or his representative on a thrice daily basis (8:15 am, 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.

#### **V. 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.

#### **W. 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. 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.

## **CONTRACT PROVISIONS**

### **PART II - SPECIAL PROVISIONS**

#### **1. STREET SWEEPING**

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

###### **1.) Description of Schedule**

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

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

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

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

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

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

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

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

###### **3.) City Parking Lots and Facilities**

The Contractor shall sweep the City parking lots and facility areas listed below according to the frequency indicated. Winter months are November 1 – May 30 and summer months are June 1 – October 31.

LOT ID.	LOCATION	PARKING SPACES	TYPE OF SURFACE	FREQUENCY WINTER	FREQUENCY SUMMER
Lot #1	10 <sup>th</sup> Place & Bayview	48	Asphalt	Weekly	3 x Weekly
Lot #2	12 <sup>th</sup> Place & Bayview Dr.	70	Asphalt & PCC	Weekly	3 x Weekly
Lot #3	12 <sup>th</sup> St. & Morningside Dr.	148	PCC	Mon - Sun	Mon - Sun
Lot #4	Rosecrans Ave. & Highland Ave.	79	PCC	Weekly	Mon - Sun
Lot #6	14 <sup>th</sup> St. and Highland Avenue	26	Asphalt	Weekly	3 x Weekly
Lot #7	Manhattan Beach Blvd. and Valley Drive.	21	Asphalt	Weekly	Mon - Sun
Lot #8	Manhattan Beach Blvd. and Ardmore Avenue	51	Asphalt	Weekly	Mon - Sun
Lot A	Manhattan Beach Blvd. and Ocean Dr. Four (4) Upper and Lower Pier Lots	134	Asphalt	3 x Weekly	Daily
Lot B	26 <sup>th</sup> St. between Manhattan Ave. & Ocean Dr.	68	Asphalt	3 x Weekly	Daily
Lot C	45 <sup>th</sup> St. and Ocean Dr.	238	Asphalt	3 x week	Daily
Lot M	Morningside Dr. between 13 <sup>th</sup> St. and Manhattan Beach Blvd.	460	PCC	3 x Weekly	Daily
Marine Park	Marine & Redondo Avenue	86	Asphalt	3 x Weekly	Daily
Marine Sports Complex	Marine & Aviation	33	Asphalt	Weekly	Daily
Joslyn Center	Parking Lot at 1601 N. Valley Drive	26	Asphalt	Weekly	Daily
PW Yard	3621 Bell Avenue	50 + yard area	Asphalt & PCC	2 x week	Daily
Public Safety Facility	Valley between 13 <sup>th</sup> and 15 <sup>th</sup> Upper/Lower Lots, 13 <sup>th</sup> Street spaces	179	Asphalt & PCC	Weekly	Weekly
Arts Center	1560 Manhattan Beach Blvd.	36	Asphalt	Weekly	Weekly
Manhattan Village	1300 Block of Parkview	150	Asphalt	Weekly	3 x Weekly
Premier Lot	18 <sup>th</sup> Street and Herrin Avenue	15	Asphalt	Weekly	Weekly

Parking lot sweeping includes sweeping of all hardscape areas of the parking lots. All dirt and debris must be collected either by hand or mechanical sweeper. Areas not accessible to mechanical sweeping, (perimeter areas next to retaining walls and fences, behind bumper blocks, and in corners, etc.) shall be hand swept and collected or placed in areas where the mechanical sweeper can collect the debris. The stairwells in the parking structures at Lot M and the Public Safety Facility should be swept daily. Care should be taken by the Contractor not to damage the electrical sensors in the stairwells.

Maintenance of the parking lots shall also include collection and disposal of debris from City trash containers located in the parking



#### 4.) Deficiency Report

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. The Contractor will be reimbursed for expenses in excess of five hundred dollars (\$500) annually for replacement and repair of any item herein listed. Additionally, the Contractor should submit a detailed report noting any deficiencies that were reported to the Contract Administrator. Items of concern include retaining walls, wheel stops, parking meters, pavement markings, landscaping irrigation, graffiti, equipment, outdoor furniture and accessories, etc. Additionally, trash receptacles shall be inspected three times weekly for liners, lids, damage, etc. Any deficiencies shall be promptly noted and submitted to the Contract Administrator.

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.

#### 5.) Inclement Weather

Where inclement weather, in the opinion of the City Manager or his authorized representative, prevents adherence to the regular sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work, as deemed needed 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.

#### 6.) Equipment Failure or Other Reasons

In the event the Contractor is prevented from completing the sweeping as provided in the schedule because of equipment breakdown or reasons other than inclement weather, the Contractor shall be required to complete the sweeping services so deferred prior to the next regular scheduled sweeping date, or give the City credit for the work not performed in accordance with the compensation rate hereinafter specified. The Contractor may observe up to three (3) legal holidays yearly and no deduction in payment for services not provided on such legal holidays, which shall coincide with City observed holidays for Thanksgiving, Christmas, and New Years Day, shall be made.

#### 7.) Special Events

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

#### CITY SPONSORED SPECIAL EVENTS

<u>Month</u>	<u>Event</u>	<u>Duration</u>
January		
1 <sup>st</sup> Weekend	Downtown Business Shopping Day	3 days (F-Su)
	Martin Luther King Jr. Day Weekend (S)	3 days (Sa-M)
February		
	Presidents Day Weekend (S)	3 days (Sa-M)
March		
1 <sup>st</sup> Weekend	Downtown Business Spring Sidewalk Sale	3 days (F-Su)
3 <sup>rd</sup> Weekend	Downtown Business Spring Sidewalk Sale	3 days (F-Su)

**April****May**

1 <sup>st</sup> Weekend	Manhattan Mile & 5K Run	1 day
	Grandview Gator 5K	
	Memorial Day Weekend (S)	4 days (F-M)

**June**

1 <sup>st</sup> Weekend	Grandview Gator 5K Run	1 day
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**July**

July 4 <sup>th</sup> Weekend (S)	4 days (F-M)
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**August**

1 <sup>st</sup> Weekend	Surf Festival/6 Man Volleyball Tournament (S)	2 days (Sa-Su)
2 <sup>nd</sup> Weekend	Grand Prix Bike Race	1 day

**September**

	Labor Day Weekend (S)	4 days (F-M)
2 <sup>nd</sup> Weekend	Manhattan Beach Arts Festival	1 day
3 <sup>rd</sup> Weekend	Manhattan Beach Employee Picnic	1 day

**October**

1 <sup>st</sup> Weekend	Old Hometown Fair / 10K Weekend Event	2 days (Sa-Su)
	Downtown Business Safe Halloween Trick or Treat	1 day

**November**

	Veterans Day Weekend	1 day
2 <sup>nd</sup> Weekend	Downtown Business Holiday Open House	1 day
2 <sup>nd</sup> Wednesday	Pier Lighting	1 day
	Thanksgiving Weekend	4 days (Th-Su)

**December**

2 <sup>nd</sup> Sunday	Holiday Fireworks Festival	1 day
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(S) = Weekend designated for sweeping of a portion of The Strand after the event.

**B. Quality of Work****1.) Standards of Performance**

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

## 2.) Sweeping Practices

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

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

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

## 3.) Construction Related Problems and Storm Debris

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

## 4.) Supervision

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

- Daily responses to citizen complaints through the use of the City's web based work order system (Government Outreach)
- Amount off debris in tons collected by sweepers on a monthly basis, including certified weighmaster tickets.
- Equipment breakdown, maintenance, and/or substitution
- Staff vacations/ replacement drivers
- Inability to complete scheduled tasks due to traffic, construction, equipment breakdown, weather, or accident

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

## **C. Equipment**

### **1.) Description**

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

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

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

### **2.) Maintenance**

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

### **3.) Storage**

City shall not provide storage facilities for Contractor's operations. The Contractor, at his expense, shall provide all necessary facilities for the storage of equipment, parts, supplies and equipment maintenance as is required to perform the services under this Agreement.

## **D. Miscellaneous Terms**

### **1.) Water**

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



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

2.) Traffic Counters

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

3.) Disposal of Street Sweeping Debris

The Contractor shall safely remove all street sweeping debris and legally dispose of it off site on a daily basis. The City shall not provide any storage area for the temporary holding of debris for the Contractor. The Contractor shall be responsible for all disposal costs of the debris. All debris shall be collected and weighed, verified by a weighmaster certificate. Copies of weighmaster certificates for all street sweeping debris shall be submitted to the Contract Administrator on a monthly basis.

## 2. MAINTENANCE OF THE STRAND

### a. Sweeping of the Strand

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

### b. Equipment

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

### c. Pressure Washing of the Strand

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

### d. Wind Storm Events

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

### 3. 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, and cleaning. 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.

#### b. Sweeping and Pressure 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). Pressure 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 pressure 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 pressure sweeper (Billy Goat vacuum or approved equivalent) immediately prior to pressure washing to eliminate trash and debris being blown onto the beach or surrounding waters below the pier. Contractor is responsible for all pedestrian and vehicular traffic control. Method of pressure washing shall be as provided in Section 14. Pressure washing of the General Provisions. Pressure washing must be completed between the hours of 1:00 a.m. and 7:00 a.m. Hours are subject to change. Additional pressure washing services may be required by City and shall be charged at the specified hourly rate or square foot price as established for additional pressure washing services.

#### **4. DOWNTOWN STREETScape AND NORTH END BUSINESS DISTRICT MAINTENANCE**

##### **a. General**

Contractor shall be responsible for maintenance of the Downtown Streetscape public right-of-way, alleys, gutters, sidewalks, 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. Pressure washing shall be performed as per Master Service Schedule.

Contractor shall report any major deficiency or the need of replacement for any item herein listed to the Contract Administrator.



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

**a. General**

Contractor shall be responsible for maintenance of the Public Plazas public right-of-way, alleys, gutters, sidewalks, 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. 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.

**b. Pressure Washing of the Public Plazas**

Contractor shall perform complete pressure washing of Public Plaza hardscaped areas as per Master Service Schedule. Trash and debris should be cleaned from the area immediately prior to pressure washing. Contractor is responsible for all pedestrian and vehicular traffic control. Method of pressure washing shall be as provided in Section "P" of the General Provisions. Pressure washing must be completed between 7:30 a.m. and 10:30 a.m. Hours are subject to change. Additional pressure washing services may be required by City and shall be charged at the specified hourly rate or square foot price as established for additional pressure washing services.

## Master Service Schedule

<b>SWEEPING</b>	<b>Spaces</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Seasonal</b>	<b>Comments</b>
<b>Street Sweeping</b>			X			X	Per attached schedules (daily maps)
<b>Strand Sweeping (1<sup>ST</sup> -45<sup>TH</sup> St)</b>		5X					5 days per week, M-F, 7:30 to 10:30 am, includes overflow trash per specifications
<b>Hand Detailing Stairways</b>					X		
<b>PARKING LOTS</b>							
Lot #1- 10th & Bayview	48		X	2X		X	
Lot #2- 12th Bayview	70		X	2X		X	2 story PCC structure, discreet lot adjacent to structure is AC
Lot #3- 12th & Morningside	148		X	2X		X	3 story steel structure, pressure wash trash area weekly, pressure wash structure 2X annually and collect
Lot #4- Rosecrans Highland	79		X	2X		X	2 story PCC structure, pressure wash 1X annually and collect effluent
Lot #6- 14th & Highland	26		X	2X		X	
Lot #7- MBB & Valley	21		X	2X		X	Pervious PCC
Lot #8- MBB & Ardmore	51		X	2X		X	Pervious PCC
Lot M- Metlox	460	X	X				Subterranean parking, remove trash daily, all activities to be completed before 8:00 am, pressure wash 1X annually and collect effluent
Lot A- Four Pier Lots	134			X			Pressure wash refuse and recycling enclosures 1X per month, Upper lots are Pervious PCC, lower lots are AC
Lot B- 26th Street (Bruce's Beach Lots)	68		X	2X		X	
Lot C- El Porto Lot	238		X	2X		X	Pressure wash 2X annually and collect
Marine Ave Park- Marine & Redondo	86		X	2X		X	
Marine Sports Complex- Marine & Aviation	33		X	2X		X	
Joslyn Center- 1601 Valley	26		X				
Public Works Yard- 3621 Bell Ave	50		X				Includes gated interior portion
City Hall & Police/Fire Facility-	162	X	X	2X		X	Subterranean parking, remove trash daily, all activities on the City Hall (publically accessible) side to be completed by 8 am, pressure wash parking area 1X annually and collect effluent
Creative Arts Center- 1560 MBB	36		X	2X		X	
Manhattan Village- 1300 Parkview Ave	217		X	2X		X	
<b>North MB BID</b>							
- Pressure Washing				2X			Pressure wash 2X monthly
Premier Baseball Field Lot- 18th and Herrin	8		X	2X		X	North-side 8 spaces, East-side 14 spaces

### MAINTENANCE-RELATED (see breakout sheets for detail)

<b>Pier Cleaning</b>							
- Pier Refuse/Recycling Containers		X	X	2X		X	Daily trash removal year-round. Porter
- 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	Pressure wash weekly..Spot clean as needed. Pressure wash refuse and recycling enclosures 1X per month. Clean

**MAINTENANCE-RELATED: Continued (see breakout sheets for detail)**

	Spaces	Daily	Weekly	Monthly	Quarterly	Seasonal	Comments
- Pier Pressure Washing: Summer Season				X		X	Pressure wash twice a week. Spot clean as needed. Pressure wash refuse and recycling enclosures 1X per
- Pier Lot Trash Compactor Pressure Wash				X			
<b>Downtown Streetscape</b>		X	X				Empty refuse and recycling containers daily, hand sweeping between 5:30 am and 7:30 am to augment mechanical sweeping, mechanical sweeping can begin after 7:30am, parked vehicles are an issue. Daytime porter.
- Pressure Washing		X		X	X		Pressure wash daily. All refuse and recycling containers to be pressure washed monthly. Clean refuse lids daily. Pressure wash blue tile crosswalks quarterly.
<b>Metlox Plaza— 451 Manhattan Beach Blvd</b>							
- Plaza		X	X			X	Remove trash daily. Daytime porter (locations to also include the Pier, Civic Center Plaza, and Streetscape). All refuse and recycling containers to be pressure washed. Clean refuse lids daily.
- 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		X					
<b>Civic Center Plaza – 420 15<sup>th</sup> St</b>							
- Plaza and planters		X	X	X			Empty refuse and recycling containers daily, daytime porter
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
<b>Hand Sweeping &amp; Miscellaneous</b>							
- Pedestrian Access Stairways					X		
-							
-							

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

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

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



**EXHIBIT B**  
**CONTRACTOR'S RATE SHEET**

	<b>Location:</b>	<b>Per Location</b>	<b>Monthly Pricing:</b>	<b>Annual Pricing:</b>
1	Street Sweeping		\$ 21,341.29	\$ 256,095.50
2	Strand Sweeping (1st to 45th Streets)		\$ 4,881.93	\$ 58,583.19
	<b>Parking Lots:</b>			\$ -
3	Lot #1- 10th & Bayview		\$ 159.09	\$ 1,909.05
4	Lot #2- 12th & Bayview Dr.		\$ 119.33	\$ 1,431.94
5	Lot #3- 12th St. & Morningside Dr.		\$ 198.87	\$ 2,386.40
6	Lot #4- Rosecrans Ave. & Highland Ave.		\$ 119.33	\$ 1,431.94
7	Lot #6- 14th St. and Highland Avenue		\$ 119.33	\$ 1,431.94
8	Lot #7- Manhattan Beach Blvd. and Valley Drive		\$ 119.33	\$ 1,431.94
9	Lot #8- Manhattan Beach Blvd. and Ardmore Avenue		\$ 119.33	\$ 1,431.94
10	Lot A- Manhattan Beach Blvd and Ocean Dr. and Four(4) Upper and Lower Pier Lots		\$ 288.70	\$ 3,464.38
11	Lot B- 26th St. between Manhattan Ave. & Ocean Dr.		\$ 404.17	\$ 4,850.08
12	Lot C- 45th St. and Ocean Dr.		\$ 238.65	\$ 2,863.76
13	Lot M- Morningside Dr. between 13th St. and Manhattan Beach Blvd.		\$ 238.65	\$ 2,863.76
14	Marine Park- Marine & Redondo Avenue		\$ 318.20	\$ 3,818.34
15	Marine Sports Complex- Marine & Aviation		\$ 119.33	\$ 1,431.94
16	Joslyn Center- Parking Lot at 1601 N. Valley Drive		\$ 119.33	\$ 1,431.94
17	PW Yard- 3621 Bell Ave		\$ 110.22	\$ 1,322.65
	Public Safety Facility- Valley between 13th and 15th			
18	Upper/Lower Lots, 13th Street spaces		\$ 220.44	\$ 2,645.29
19	Arts Center- 1560 Manhattan Beach Blvd.		\$ 119.33	\$ 1,431.94
20	Manhattan Village- 1300 Block Parkview		\$ 278.42	\$ 3,340.99
21	Premier Lot- 18th Street and Herrin Avenue		\$ 119.33	\$ 1,431.94

What is your hourly rate per curb mile for as-needed services?

\$150.00

**Arakelian Enterprises, dba Athens Services**

Name of Company

<b>Location:</b>	<b>Per Location</b>	<b>Monthly Pricing:</b>	<b>Annual Pricing:</b>
Pier		\$ 5,181.10	\$ 62,173.15
Downtown Streetscape		\$ 4,349.33	\$ 52,191.95
Civic Center Plaza - 420 15th St.		\$ 4,712.47	\$ 56,549.60
North End Manhattan Beach Business District		\$ 1,545.00	\$ 18,540.00
Blue Crosswalk Tiles (Streetscape)		\$ 1,339.00	\$ 16,068.00
Metlox Plaza - 451 Manhattan Beach Blvd.		\$ 4,732.14	\$ 56,785.67

What is your hourly rate per square feet for as-needed services?

\$150.00

**Arakelian Enterprises, dba Athens Services**

Name of Company