

PART 3
SECTION 10
AGREEMENT

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

This Agreement for SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH - Street Cleaning Services ("Agreement") is made on this 12th day of October 2010, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and Arakelian Enterprises, Inc. (Hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Street Cleaning Services for all public owned properties as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the required services.
- C. NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:

- 1. **SERVICES.** CONTRACTOR shall perform those services set forth in PART 5 – SPECIAL PROVISIONS which is attached hereto and incorporated herein by reference. CITY reserves the right to change the scope of services, including the items and frequency of work to be performed, at any time in its sole discretion during the term of this Agreement, and to modify the payment due CONTRACTOR accordingly, based on the prices set forth in CONTRACTOR'S proposal.
- 2. **TIME OF PERFORMANCE.** The term of this Agreement shall be for the time period beginning July 1, 2010 and ending on June 30, 2013.
- 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed \$681,807.44. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.
- 4. **AGREEMENT ADMINISTRATION.**
 - 4.1. **CITY's Representative.** Unless otherwise designated in writing Mike Flaherty, Maintenance Supervisor, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 4.2. **Manager-in-Charge.** For the CONTRACTOR Gary Clifford, COO shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. TERMINATION.

- 5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another CONTRACTOR.

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7. INSURANCE REQUIREMENTS.

- 7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the agreement, the following insurance policies:
- 7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty

(30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

- 7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$1,000,000) combined single limit for each occurrence.
- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 7.2.1 below.
 - 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 - 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 - 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of agreement under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent CONTRACTOR relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent CONTRACTOR status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent CONTRACTOR relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Richard Morgan, Director
Public Works Department


CONTRACTOR:
Arakelian Enterprises, Inc. DBA Athens Services
P.O. Box 60009
City of Industry, California 91716

Attention: Contract Administration

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 12th day of Oct, 2010.

CONTRACTOR



Ron Arakelian, III

Executive Officer

TITLE

CITY OF HERMOSA BEACH:



Peter Tucker, Mayor

ATTEST:



City Clerk

APPROVE AS TO FORM



Michael Jenkins

A

Your Return Mailing Address

REGISTRAR - RECORDER

COUNTY CLERK'S PUBLIC STAMP

05 2253150

Name: Arakelian Enterprises, Inc.

Address: P.O. Box 60009

City: City of Industry State: CA Zip Code: 91716-0009

1

☐ First Filing☐ Renewal Filing

Check one only

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (Attach additional pages if required)

2

Fictitious Business Name(s)

1. Athens Services

2. Athens Disposal Company

3. Community Disposal Company

Articles of Incorporation or Organization Number (if applicable)
AI #/ON A0540259

3

Street Address, City & State of Principal Place of Business in California (P.O. Box alone not acceptable)

14048 Valley Blvd., City of Industry, CA 91746

4

Full name of Registrant / Corporation / Limited Liability Company

Arakelian Enterprises, Inc.

(if corporation - incorporated in what state)

California

Residence Street Address (P.O. Box not accepted) City

14048 Valley Blvd., City of Industry,

State

CA

Zip Code

91746

4A

Full name of Registrant / Corporation / Limited Liability Company

(if corporation - incorporated in what state)

Residence Street Address (P.O. Box not accepted) City

State

Zip Code

4B

Full name of Registrant / Corporation / Limited Liability Company

(if corporation - incorporated in what state)

Residence Street Address (P.O. Box not accepted) City

State

Zip Code

5

This Business is
conducted by:
(check one only)☐ an individual☐ a general partnership☐ joint venture☐ a business trust☐ co-partners☐ husband and wife☒ a corporation☐ a limited partnership☐ an unincorporated association other than a partnership☐ a limited liability company

DATE

6

☐ The registrant commenced to transact business under the fictitious business name or names listed on (Date):

11/12/97

☐ Registrant has not yet begun to transact business under the fictitious business name or names listed herein.

7

I declare that all information in this statement is true and correct.
(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

8

Signature of Registrant(s)

Signature

type/print name

Signature

type/print name

Signature

type/print name

Signature

type/print name

8A

If Registrant is a CORPORATION or LLC, sign below

Arakelian Enterprises, Inc.

Corporation Name / Limited Liability Company

Signature

Chief Financial Officer

Title

Kevin P. Hanifin

Type or Print Name

This statement was filed with the County Clerk of

LOS ANGELES

County on date indicated by file stamp above.

NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE YEARS FROM DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO THAT DATE. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (See Section 14411 et seq., Business and Professions Code)

REGISTRAR - RECORDER/COUNTY CLERK
BUSINESS FILING AND REGISTRATION
P.O. BOX 53592, LOS ANGELES, CA 90053-0592
PH: (562) 462-2177FILING FEE: \$23.00 for 1 FBN and 2 registrants
plus \$4.00 for each additional FBN/registrant
RENEWAL FILING FEE: \$18.00
REFER TO THE BACK OF FORM FOR INSTRUCTIONS

FORM # 76F286D-F029 (Rev. 5/04)

05 2253150



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/09/2011

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

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

PRODUCER	Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO., EXT.): 877-945-7378 FAX (A/C, NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED	Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91746	INSURER(S) AFFORDING COVERAGE INSURER A: Chartis Specialty Insurance Company INSURER B: Arch Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 26883-900 11150-001

COVERAGES

CERTIFICATE NUMBER: 15616418

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	EG64392	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	71WCI941603	3/1/2011	3/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	71WCI941603	3/1/2011	3/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

It is agreed that The City of Hermosa Beach, its elected or appointed officers, officials, employees, agents, and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability, as required by written contract.

It is further agreed that such insurance as is afforded shall be Primary with any other insurance in force for or which may be purchased by the Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

City of Hermosa Beach
Public Works Department
1315 Valley Drive
Hermosa Beach, CA 90254

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:3291444 Tpl:1230311 Cert:15616418 ©1988-2010 ACORD CORPORATION. All rights reserved



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91746	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of The City of Hermosa Beach, its elected or appointed officers, officials, employees, agents, and volunteers with respects to General Liability, Auto Liability and Workers Compensation policies, only by contract and permitted by law.

Appropriate endorsements have been requested from the carrier and will be provided as soon as available.

If you have any questions, please contact Laarni Samaniego or Tanya Peterson at 213-607-6300; Fax: 213-607-6301.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/09/2011

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

PRODUCER Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91746	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Chartis Specialty Insurance Company	26883-900
	INSURER B: Arch Insurance Company	11150-001
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 15616419

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	EG6439324	3/1/2011	3/1/2012	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)				\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY				\$ 25,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 1,000,000			
B	AUTOMOBILE LIABILITY	Y	71CAB4941503	3/1/2011	3/1/2012	PRODUCTS - COMP/OP AGG	
	<input checked="" type="checkbox"/> ANY AUTO					\$ 2,000,000	
	<input type="checkbox"/> ALLOWED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					COMBINED SINGLE LIMIT (Ea accident)	
	EXCESS LIAB					BODILY INJURY (Per person)	
	DED	RETENTION \$				BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	71WCI4941603	3/1/2011	3/1/2012		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-EB
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

City of Hermosa Beach is named as Additional Insured with respects to the General Liability and Automobile Liability policy, but only as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Hermosa Beach
Attn: Ken Reamey
1315 Valley Drive
Hermosa Beach, CA 90254

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:3291444 Tpl:1230311 Cert:15616419 © 1988-2010 ACORD CORPORATION. All rights reserved



**CITY OF HERMOSA BEACH
REQUEST FORM
FOR CONTRACTS AND ON-GOING SERVICES**

to: Finance Director

Date: 12/15/2010

From Frank Senteno Director

Signature _____

Department of Public Works

Please issue a Contractor's purchase order to the following:

Arakelian Enterprises, Inc. DBA Athens Services

VENDOR NAME

P.O. Box 60009

VENDOR ADDRESS

City of Industry

CA

91716

CITY

STATE

ZIP

Ron Arakelian

626 336-3636 office

VENDOR CONTACT

TELEPHONE NO.

CHARGE TO ACCOUNT #:

Budgeted

112,519

11,600 [1695]

205,150 [109,705]

40,150 [29,589]

(63,979) → send CIP 08-127 for LOTS A+B

	FY 10-11	FY 11-12	FY 12-13	Totals
109-3301-4201	\$48,539.62	\$75,774.97	\$78,048.20	\$202,362.79
109-3304-4201	\$9,904.80	\$15,302.92	\$15,762.00	\$40,969.72
001-3104-4201	\$95,444.32	\$147,461.47	\$151,885.32	\$394,791.11
001-6101-4201	\$10,560.96	\$16,316.68	\$16,806.18	\$43,683.82
Totals:	\$164,449.70	\$254,856.04	\$262,501.70	\$681,807.44

This request is authorized by the following:



City Council Approved Contract

Date of City Council Approval: October 12, 2010



Signed Agreement (Attach Copy)



Approved Lease (Attach Copy)



On-Going Services Provider

Estimated Annual Amount \$

Description of Services: Citywide Street Sweeping

FINANCE USE ONLY:

PURCHASE ORDER # _____

FINANCE DIRECTOR _____

DATE _____

CITY MANAGER _____

DATE _____

Invoices relating to the above services will be forwarded to the requesting department for approval and assignment of an account number.

October 19, 2010

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
October 26, 2010

**AWARD CONTRACT FOR
SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS, AND THE PIER IN HERMOSA BEACH**

Recommendation:

It is recommended that the City Council:

1. Award Sweeping/Cleaning Services contract to Athens Services for the period beginning November 1, 2010 and ending June 30, 2013 for a three-year contract total of \$681,807.44;
2. Authorize the Mayor to execute and the City Clerk to attest the contract subject to approval by the City Attorney; and
3. Authorize the Director of Public Works to make changes as necessary within the budgeted amount.

Background:

This contract provides street sweeping and cleaning services throughout the city, including streets, walkstreets, commercial sidewalks, the Strand, City-owned parking lots, the parking structure, and the pier.

This contract was originally bid in March 2010. Due to discrepancies with the lowest cost proposal, Council rejected all bids and directed staff to rebid the contract.

The scope of work was modified by eliminating optional levels of service and adding cleaning of the parking structure and quarterly cleaning of all commercial sidewalks. On September 2, 2010, the revised scope of work was advertised in the Easy Reader and on the City's website. The City Clerk received five bids by the closing date of September 30, 2010. The bids were publicly opened and read aloud. The bid results were as follows:

Bidder	11/1/10 through 06/30/11	07/01/11 through 06/30/12	07/01/12 through 06/30/13	TOTAL (11/1/10 through 6/30/13)
Athens Services	\$164,449.70	\$254,856.04	\$262,501.70	\$681,807.44
CleanStreet	\$223,834.96	\$342,467.64	\$349,317.12	\$915,619.72
Webco LB LLC	\$246,442.00	\$422,472.00	\$422,472.00	\$1,091,386.00
Cannon Pacific Services, Inc.	\$459,397.12	\$689,095.68	\$689,095.68	\$1,837,588.48
Borden Trucking, Inc.	\$703,327.00	\$1,068,054.00	\$1,068,054.00	\$2,839,435.00

Analysis:

The bid of the apparent low bidder, Athens Services, is approximately 30% below the amount currently budgeted for this work. Staff reviewed the low bidder's documents and found them to be in order. The Contractor has performed similar work for other public agencies and received favorable references. Staff recommends award of this contract to Athens Services.

Fiscal Impact:

This work is funded from three sources. The breakdown by fund is as follows:

		Downtown Enhancement Fund	General Fund -- Street Sweeping	General Fund -- Pier Maintenance	TOTAL
		109-3301-4201	001-3104-4201	001-6101-4201	
Budget	Current Year Budget for Full Year	\$112,519	\$205,150	\$40,150	\$357,819
	Current Year Budget (pro-rated for 8 months of service)	\$75,013	\$136,767	\$26,767	\$238,546
Contract Cost	Current Year Contract Cost (8 months of service)	\$56,927	\$96,961	\$10,561	\$164,450
	FY1112 Contract Cost (Full Year)	\$87,953	\$150,586	\$16,317	\$254,856
	FY1213 Contract Cost (Full Year)	\$90,591	\$155,104	\$16,806	\$262,502
TOTAL CONTRACT COST		\$235,472	\$402,652	\$43,684	\$681,807

The cost for the remainder of the current year is approximately \$74,000 less than the budgeted amount. The cost for the next two fiscal years is approximately \$100,000 per year less than the amount budgeted for the current year.

Attachment: Cost Breakdown – Athens Sweeping/Cleaning Proposal Received 09/30/10

Respectfully submitted,

Concur:



Ken Reamey, P.E.
Associate Engineer

Frank Senteno, P.E.
Interim Director of Public Works

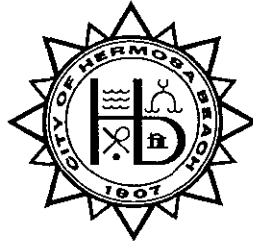
Noted for Fiscal Impact:

Viki Copeland
Finance Director

Stephen R. Burrell
City Manager

Cost Breakdown
Athens Services Sweeping/Cleaning Proposal Received 09/30/10

Item	Description	Frequency	Funding Source	11/1/10 thru 6/30/11		7/1/11 thru 6/30/12		7/1/12 thru 6/30/13	
				Monthly	Annual	Monthly	Annual	Monthly	Annual
1	Sweep Downtown	Mon, Wed, Fri, Sat, Sun	109-3301-4201	\$2,066.07	\$16,528.56	\$2,128.05	\$25,536.60	\$2,191.89	\$26,302.68
2	Sweep Strand	Daily	001-3104-4201	\$1,774.64	\$14,197.12	\$1,827.88	\$21,934.56	\$1,882.72	\$22,592.64
3	Clean City Pier	Mon, Wed, Fri, Sat, Sun	001-6101-4201	\$1,320.12	\$10,560.96	\$1,359.72	\$16,316.64	\$1,400.52	\$16,806.24
4	Morning Porter Service Downtown	Mon, Wed, Fri, Sat, Sun	109-3301-4201	\$1,603.83	\$12,830.64	\$1,651.94	\$19,823.28	\$1,701.50	\$20,418.00
5	Afternoon Porter Service Downtown	Sat, Sun, Holidays	109-3301-4201	\$702.52	\$5,620.16	\$723.60	\$8,683.20	\$745.30	\$8,943.60
6	Clean Dumpster Enclosures in Lots A, B, and D.	Weekly	109-3301-4201	\$487.33	\$3,898.64	\$501.95	\$6,023.40	\$517.01	\$6,204.12
7	Sweep all streets, alleys, walkstreets, and public parking lots not included in Downtown area.	Weekly, excluding holidays	001-3104-4201	\$10,155.90	\$81,247.20	\$10,460.58	\$125,526.96	\$10,774.39	\$129,292.68
8	Clean / Sweep Upper Pier Avenue	Mon, Wed, Fri, Sat, Sun	109-3301-4201	\$1,018.08	\$8,144.64	\$1,048.62	\$12,583.44	\$1,080.08	\$12,960.96
9	Commercial Sidewalk Cleaning	Quarterly	001-3104-4201	\$758.49	\$1,516.98	\$781.24	\$3,124.96	\$804.68	\$3,218.72
10	Clean / Sweep Parking Structure	Mon, Fri	109-3301-4201	\$1,238.10	\$9,904.80	\$1,275.24	\$15,302.88	\$1,313.50	\$15,762.00
TOTAL ANNUAL COST:					\$164,449.70		\$254,855.92		\$262,501.64



REQUEST FOR PROPOSALS

FOR

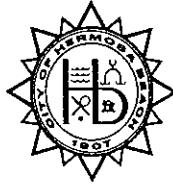
**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

NOVEMBER 1, 2010 THRU JUNE 30, 2013

**PUBLIC WORKS DEPARTMENT
1315 Valley Drive
Hermosa Beach, CA 90254
310/318-0214**

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City of Hermosa Beach
NOTICE TO CONTRACTORS

SEALED PROPOSALS will be received at the office of the City Clerk, City of Hermosa Beach, California, until 2:00 p.m. on **Thursday, September 30, 2010**, at which time they will be publicly opened and read aloud for performing the following work:

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

Late proposals will not be accepted.

The proposal shall be enclosed in a sealed envelope addressed to the City Clerk, City of Hermosa Beach, 1315 Valley Drive, Hermosa Beach, CA 90254, and shall be identified in the lower left corner of the envelope "Sealed Proposal" – **SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH**. City Hall is open Monday through Thursday, from 7:00 a.m. until 6:00 p.m.

No proposal shall be considered unless it is made on a proposal form furnished by the Department of Public Works.

Specifications, instructions to proposers, proposal, agreement, general and special provisions may be obtained in the Public Works Department, Room 001, City of Hermosa Beach, 1315 Valley Drive.

A pre-proposal meeting will be held on **Wednesday, September 15, 2010** at 9:00 am in City Hall, Council Chambers, 1315 Valley Drive, Hermosa Beach, California. All questions regarding this proposal must be submitted in writing to Michael Flaherty, Public Works Superintendent, on or before 3:00 PM on Wednesday, September 22, 2010 via facsimile (310/937-5015). It is the responsibility of the proposer to inquire as to the issuance of any addenda prior to the submittal of proposal.

A business license is required to work in the City of Hermosa Beach.

The City of Hermosa Beach reserves the right to reject any or all proposals and to waive any irregularity of informality in any proposal to the extent permitted by law.

The City of Hermosa Beach reserves the right to during the life of the contract to change the scope of services by adding or reducing work items and increasing or reducing quantities or frequencies based on the prices set forth for each item of work in this proposal.

Thank you for your time and interest in the City of Hermosa Beach.

Sincerely,

Richard D. Morgan, P.E.
Director of Public Works/City Engineer

PART 2

SECTION 1

INSTRUCTIONS TO PROPOSERS

2.1.1 GENERAL

Proposals for this project shall be submitted on the blank forms furnished herewith. When presented, they must be completely filled out in the manner and form indicated therein: (1) showing the proposed prices clearly and legibly in both words and numerals, and (2) properly signed by the proposer, whose address and telephone number shall also be shown. **The City Council reserves the right to reject any proposal if all of the above information is not furnished.**

Each proposal submitted shall be presented under sealed cover, and must be filed prior to the time, and at the place, designated in the Notice Inviting Proposals.

2.1.2 EXAMINATION, SPECIFICATIONS, AND SITE OF THE WORK

The specifications to which the proposal forms refer are on file and open to inspection in the office of the Director of Public Works.

Proposers must satisfy themselves by personal examination of the location of the proposed work and by such other means, as they may prefer as to the actual conditions and requirements of the work. Proposers shall not at any time after submission of the proposal dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

2.1.3 ESTIMATED QUANTITIES

The quantities shown in the proposal form, and in the estimate included in the specifications, are approximate only, and give a general indication of the amount of work or material to be performed or furnished. They are the quantities, which will be used as a basis for comparison of the proposals.

2.1.4 DISQUALIFICATION OF PROPOSALS

More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted, and reasonable grounds for believing that any proposer is interested in more than one proposal for the work will be cause for rejecting all proposals in which such proposer is interested.

Proposals in which the prices are obviously unbalanced, and those, which are incomplete or show any alteration of form or contain any additions or conditional or alternate proposals that are not called for or otherwise permitted, may be rejected. A proposal in which the signature of the proposer has been omitted will be rejected.

2.1.5 AWARD OF AGREEMENT

The award of the agreement, if it is awarded, will be made to the most qualified and responsible proposer whose proposal complies with all the prescribed requirements and who proposes the lowest price for all of the proposal items. Until award is made, the City reserves the right to reject any or all proposals and to waive technical errors or discrepancies if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility of the proposer to whom it is proposed to make such award.

2.1.6 PROPOSAL FIGURES

In case of a discrepancy between words and figures, the words shall prevail. The proposal price shown in words shall take precedence over the price shown for the total should any discrepancy exist. An alteration of, or addition to, the form of proposal, which qualifies the proposal, will invalidate it. No mention shall be made of Sales Tax or Use Tax; all proposal prices submitted will be considered as including such tax.

2.1.7 EXECUTION OF AGREEMENT

If awarded the agreement, the undersigned hereby agrees to sign said agreement and furnish the necessary certificate of insurance within ten (10) days of the Notice of Award of said agreement, and to begin work as of the date on the Notice to Proceed from the City of Hermosa Beach, California.

2.1.8 INSTRUCTIONS FOR SIGNING PROPOSAL AND AGREEMENT

CORPORATIONS

Give the name of Corporation.

Signatures: President or Vice-President and Secretary or Assistant Secretary.

Affix Corporation seal and Notary's acknowledgment.

Others may sign for the corporation if the Director of Public Works has been furnished a certified copy of a resolution of the Corporation Board of Directors authorizing them to do so.

PARTNERSHIPS

Signatures: All members of partnership, one may sign if the Director of Public Works has a copy of the authorization.

Affix Notary's acknowledgment.

JOINT VENTURES

Give the names of the joint ventures.

Signatures: All members of partnership, one may sign if the Director of Public Works has a copy of the authorization.

Affix Notary's acknowledgment.

INDIVIDUALS

Signature: The individual.

Affix Notary's acknowledgment.

Another may sign for the individual if the Director of Public Works has been furnished a certified power-of-attorney authorizing the other person to sign.

FICTITIOUS NAMES

Show fictitious name. Satisfy all pertinent requirements shown above.

2.1.10 QUALIFICATIONS OF PROPOSERS

All proposers hereunder must furnish satisfactory evidence to the City that they have operated or are presently operating a street sweeping service of the type similar to the operation described in this document and that they have successfully done so for a municipality for a minimum of five (5) years.

In order to determine the eligibility of the proposers, all of them must list all terminated or existing sweeping services (existing ones will be subject to inspection by City personnel).

As an attachment to the proposal, all proposers shall include detailed inventories of their equipment and all accessories by type, by model, year of manufacture, and anticipated remaining useful life as of the date of the inventory. All leased equipment shall be listed separately; the time remaining of each leased machine and option of renewal, where applicable, shall be stated. All equipment proposed to accomplish the work under this agreement must be available upon the effective date of the commencement of operations. Any new equipment proposed to be acquired shall be described in the schedule attached to the proposal document stating the scheduled time in calendar days such equipment will be in operation and shall include copies of delivery guaranties by manufacturers.

All proposers shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and expertise to perform the services required by these specifications. No agreement will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications.

All proposers shall be held to comply with all laws of the State of California, the rules and regulations promulgated thereunder, the applicable ordinances, the rules and regulations of the City of Hermosa Beach, the ordinances and rules and regulations of the County of Los Angeles, and all other provisions of law. The CONTRACTOR shall meet all the requirements of the legislation and regulations, including any subsequent changes.

All power sweeping equipment (including Strand sweeper) must use alternative fuel in accordance with South Coast Air Quality Management District Rule No. 1186.1.

PART 3
SECTION 1
PROPOSAL TO THE CITY COUNCIL

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

3.1.1 PROPOSAL

The undersigned, as proposer, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) proposer has carefully examined the specifications, instructions to proposers, proposal, notice to Contractors and all other information furnished therefore and the sites of the proposed work; and (3) proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, proposer agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this agreement is awarded to proposer, to enter into a agreement with the City Council of the City of Hermosa Beach to perform said proposed work in accordance with the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary to do said work, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated prices as submitted and attached hereto.

3.1.2 REQUIRED PROPOSAL DOCUMENTS

The proposer has submitted a complete Proposal, which includes all of the following documents:

Proposal to the City Council
Non-Collusion Affidavit
Agreement
Contractor's Industrial Safety Record
Designation of Sub-Contractors
Contractor's Hourly Cost
Proposer's Itemized Cost Breakdown by Year
References

PART 3
SECTION 2
NON-COLLUSION AFFIDAVIT

3.2.1 AFFIDAVIT

The undersigned in submitting a proposal for performing the following work by agreement, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with such agreement.

City Project Name: **SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

Signature of Proposer

Business Address

Subscribed and sworn to before me this _____ day of 2010.

Notary Public in and for the County of Los Angeles, State of
California

My Commission expires _____ 20__.

PART 3
SECTION 3
CONTRACTOR'S INDUSTRIAL SAFETY RECORD

3.3.1 SAFETY RECORD

To be submitted with each proposal to agreement for:

Project Identification _____

Proposal Date _____

The information must include all work undertaken in the State of California by the proposer, partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of data, which he/she would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

NAME OF CONTRACTOR: _____

Record last Five (5) Full Years

YEAR OF RECORD	2005	2006	2007	2008	2009
1. No. of Contracts					
2. Total dollar amount of contracts (in thousands of dollars)					
3.* No. of Fatalities					
4.* No of lost workday cases					
5.* No. of lost workday cases involving permanent transfer to another job or termination of employment					
6.* No. of lost workdays					

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary of Occupational Injuries and Illnesses, OSHA No. 102.

PART 3

SECTION 4

CONTRACTOR'S HOURLY COST

3.5.1 HOURLY COSTS – This section must be filled in completely

Hourly Costs for labor and equipment are provided below:

3.5.2 LABOR

CLASSIFICATION/TITLE	HOURLY COST	MARKUP	TOTAL
Laborer			
Crewleader			
Supervisor			
Equipment Operator			
Others (please list)			

3.5.3 EQUIPMENT

EQUIPMENT TYPE:	HOURLY COST	MARKUP	TOTAL

PART 3
SECTION 5
COST PROPOSAL

3.6.1 ANNUAL COSTS OF SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH

NAME OF CONTRACTOR:									
			11/1/10 thru 6/30/11		7/1/11 thru 6/30/12		7/1/12 thru 6/30/13		TOTAL COST
PROPOSAL ITEMS			Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	
1	Sweep Downtown	5 days/week							
2	Sweep Strand	7 days/week							
3	Clean City Pier	5 days per/week							
4	Morning Porter Service Downtown	5 days/week							
5	Afternoon Porter Service Downtown	Saturdays/ Sundays/ Holidays							
6	Clean dumpster enclosures in Lots A, B and D	1 day/week							
7	Sweep all streets, alleys, Walkstreets and parking lots not included in Downtown area	1 day/week excluding holidays							
8	Clean\sweep Upper Pier Avenue	5 days/week, including holidays							
9	Commercial Sidewalk Cleaning	Quarterly							
10	Parking Structure	Per Section 5.1.4a							
								TOTAL	

Note: The agreement will be awarded to the lowest responsive and responsible proposer based on the total amount proposed for all above bid items for three (3) consecutive years. The cost loading of individual work items must be able to stand alone and not be dependent upon other items of work, because from time to time during the life of the agreement the City reserves the option to change the scope of services based upon prices for each work item set forth above in this proposal. Total cost in writing:

Proposer's Signature: _____ Date _____

PART 3
SECTION 6
ADDENDA

The undersigned acknowledges the receipt of the following addenda to the specifications.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACTOR SIGNATURE

PART 3
SECTION 8
SIGNATURE PAGE

The information herewith stated was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true, and accurate within the limitations of those records.

Name of Proposer

Signature

Address

City

Zip Code

Telephone

PART 3
SECTION 9
REFERENCES

SUBMIT SEPARATELY A LIST OF ALL CONTRACTS IN FORCE AS OF THIS DATE, INCLUDING CONTACT PERSON, AMOUNT OF THE CONTRACT AND TELEPHONE NUMBER.

1.

2.

3.

4.

5.

PART 3
SECTION 10
AGREEMENT

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

This Agreement for SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH - Street Cleaning Services ("Agreement") is made on this ____ day of _____ 2010, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and _____ (Hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Street Cleaning Services for all public owned properties as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the required services.
- C. NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:
 - 1. **SERVICES.** CONTRACTOR shall perform those services set forth in PART 5 – SPECIAL PROVISIONS which is attached hereto and incorporated herein by reference. CITY reserves the right to change the scope of services, including the items and frequency of work to be performed, at any time in its sole discretion during the term of this Agreement, and to modify the payment due CONTRACTOR accordingly, based on the prices set forth in CONTRACTOR'S proposal.
 - 2. **TIME OF PERFORMANCE.** The term of this Agreement shall be for the time period beginning November 1, 2010 and ending on June 30, 2013.
 - 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed _____. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.
 - 4. **AGREEMENT ADMINISTRATION.**
 - 4.1. **CITY's Representative.** Unless otherwise designated in writing Mike Flaherty, Maintenance Supervisor, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 4.2. **Manager-in-Charge.** For the CONTRACTOR _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. **TERMINATION.**

- 5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another CONTRACTOR.

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7. **INSURANCE REQUIREMENTS.**

- 7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the agreement, the following insurance policies:
- 7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty

(30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

- 7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$1,000,000) combined single limit for each occurrence.
- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 7.2.1 below.
 - 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 - 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 - 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of agreement under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent CONTRACTOR relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent CONTRACTOR status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent CONTRACTOR relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Richard Morgan, Director
Public Works Department

CONTRACTOR:

Attention: _____

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of ____, 2010.

CONTRACTOR

TITLE

CITY OF HERMOSA BEACH:

Peter Tucker, Mayor

ATTEST:

City Clerk

APPROVE AS TO FORM

Michael Jenkins

COMPENSATION INSURANCE CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 agreement.

COMPANY

SIGNATURE

TITLE

DATE

COMPENSATION INSURANCE CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 agreement.

Athens Services

COMPANY



SIGNATURE

Executive Officer

TITLE

May 24, 2011

DATE

PART 4
GENERAL PROVISIONS
SECTION 1
DEFINITION OF TERMS

4.1.1 DEFINITIONS

Change Order - Any modification of the Agreement made after the Formal Agreement is executed.

City - The City Council of Hermosa Beach or its designated representative.

CONTRACTOR - A person or organization identified as such in the Agreement and is referred to throughout the Agreement Document. The term CONTRACTOR means the CONTRACTOR or his/her authorized representative.

Daily - Refers to normal hours of work from Monday through Sunday with the exception of holidays.

Days - When used to designate a period of time, days shall be in reference to calendar days, unless otherwise specified.

Director of Public Works - That person designated by City Council as Director of Public Works or his/her designated representative.

Specifications - The written directions, provisions and requirements pertaining to the work and to the quantities and qualities of labor, equipment and materials furnished under this agreement.

Subcontractor - An individual, firm or corporation supplying labor or labor and materials for work under this agreement and whose contractual relationship is with the CONTRACTOR and not the City.

Supplemental Agreements - Written agreements covering exhibits, schedules, drawings, instructions, alterations, amendments or extensions of the Agreement.

Refuse - Shall mean all types of debris including dirt, rock, paper, and leaves.

Business District - Shall be deemed to mean that territory described as commercial, industrial or manufacturing districts in the zoning may be territory of the City of Hermosa Beach; and also all that territory abutting upon any public highway or street within said City, when fifty percent (50%) or more of the frontage thereon for a distance of three hundred (300) feet or more is now, or may hereafter be, occupied by buildings in use for business purposes.

Residence District - Shall include all that portion of said City not included within the business district as herein defined, including also such residences or dwelling structures as may exist in such district or any other area of the City of Hermosa Beach.

Shall - Shall be mandatory.

May - Shall be permissive.

Working Day - Shall mean Monday through Sunday.

Sign Route - Shall mean any street or alley posted with signs specifying a particular day for street sweeping.

Street - Shall mean any dedicated street in the City of Hermosa Beach.

Alley - Shall mean any dedicated alley in the City of Hermosa Beach.

Parking Lot - Shall mean any City-owned parking lot.

Median Island - Shall mean the raised portion of the street between opposing lanes of traffic.

Regular Sweeping - Shall mean sweeping of streets, alleys, parking lots, medians and other areas at pre-arranged scheduled intervals.

Walkway - Shall mean any City-owned walkway.

Extra work – Shall be defined in Section 5.1.5.

Barriers – Shall include warning signs, cones and other safety warning devices.

PART 3
SECTION 10
AGREEMENT

Alex

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

This Agreement for SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH - Street Cleaning Services ("Agreement") is made on this 12th day of October 2010, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and Arakelian Enterprises, Inc. (Hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Street Cleaning Services for all public owned properties as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the required services.
- C. NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:
1. **SERVICES.** CONTRACTOR shall perform those services set forth in PART 5 – SPECIAL PROVISIONS which is attached hereto and incorporated herein by reference. CITY reserves the right to change the scope of services, including the items and frequency of work to be performed, at any time in its sole discretion during the term of this Agreement, and to modify the payment due CONTRACTOR accordingly, based on the prices set forth in CONTRACTOR'S proposal.
 2. **TIME OF PERFORMANCE.** The term of this Agreement shall be for the time period beginning November 1, 2010 and ending on June 30, 2013.
 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed \$681,807.44. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.
 4. **AGREEMENT ADMINISTRATION.**
 - 4.1. **CITY's Representative.** Unless otherwise designated in writing, the Maintenance Supervisor shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 4.2. **Manager-in-Charge.** For the CONTRACTOR Gary Clifford, COO shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
 - 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. **TERMINATION.**

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another CONTRACTOR.

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7. **INSURANCE REQUIREMENTS.**

7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the agreement, the following insurance policies:

7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty

- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of agreement under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent CONTRACTOR relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent CONTRACTOR status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent CONTRACTOR relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Richard Morgan, Director
Public Works Department

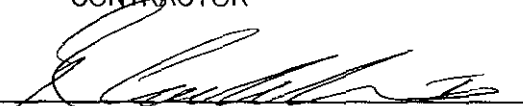
CONTRACTOR:
Arakelian Enterprises, Inc. DBA Athens Services
P.O. Box 60009
City of Industry, California 91716

Attention: Contract Administration

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 12th day of Oct, 2010.

CONTRACTOR



Ron Arakelian, III

Executive Officer

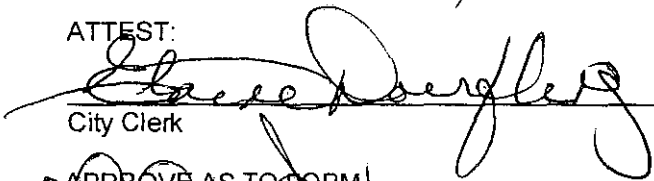
TITLE

CITY OF HERMOSA BEACH:



Peter Tucker, Mayor

ATTEST:



City Clerk

APPROVE AS TO FORM



Michael Jenkins

A

Your Return Mailing Address

REGISTRAR - RECORDER

COUNTY CLERK'S PUBLIC STAMP

05 2253150

Name: Arakelian Enterprises, Inc.

Address P.O. Box 60009

City: City of Industry State: CA Zip Code: 91716-0009

1

☐ First Filing☒ Renewal Filing

Check one only

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (Attach additional pages if required)

2

Fictitious Business Name(s)

1. Athens Services

2. Athens Disposal Company

3. Community Disposal Company

Articles of Incorporation or Organization Number (if applicable)

AI #/ION A0540259

3

Street Address, City & State of Principal Place of Business in California (P.O. Box alone not acceptable)

14048 Valley Blvd., City of Industry, CA 91746

4

Full name of Registrant / Corporation / Limited Liability Company

Arakelian Enterprises, Inc.

(if corporation - incorporated in what state)

California

Residence Street Address (P.O. Box not accepted) City

14048 Valley Blvd., City of Industry,

State

CA

Zip Code

91746

4A

Full name of Registrant / Corporation / Limited Liability Company

(if corporation - incorporated in what state)

Residence Street Address (P.O. Box not accepted) City

State

Zip Code

4B

Full name of Registrant / Corporation / Limited Liability Company

(if corporation - incorporated in what state)

Residence Street Address (P.O. Box not accepted) City

State

Zip Code

5

This Business is
conducted by:
(check one only)☐ an individual☐ a general partnership☐ joint venture☐ a business trust☐ co-partners☐ husband and wife☒ a corporation☐ a limited partnership☐ an unincorporated association other than a partnership☐ a limited liability company☐ Other

6

☐ The registrant commenced to transact business under the fictitious business name or names listed on (Date): 11/12/97☐ Registrant has not yet begun to transact business under the fictitious business name or names listed herein.

7

I declare that all information in this statement is true and correct.
(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

8

Signature of Registrant(s)

Signature

type/print name

Signature

type/print name

Signature

type/print name

Signature

type/print name

8A

If Registrant is a CORPORATION or LLC, sign below

Arakelian Enterprises, Inc.

Corporation Name / Limited Liability Company

Signature

Chief Financial Officer

Title

Kevin P. Hanifin

Type or Print Name

This statement was filed with the County Clerk of

LOS ANGELES

County on date indicated by file stamp above.

NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE YEARS FROM DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO THAT DATE. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (See Section 14411 et seq., Business and Professions Code)

REGISTRAR - RECORDER/COUNTY CLERK
BUSINESS FILING AND REGISTRATION
P.O. BOX 53592, LOS ANGELES, CA 90053-0592
PH: (562) 462-2177

FILING FEE: \$23.00 for 1 FBN and 2 registrants
plus \$4.00 for each additional FBN/registrant
RENEWAL FILING FEE: \$18.00
REFER TO THE BACK OF FORM FOR INSTRUCTIONS

FORM # 76F2860-F029 (Rev. 5/04)

Clerk's Office "A"

05 2253150

PART 4

SECTION 2

AWARD AND EXECUTION OF AGREEMENT

4.2.1 AGREEMENT DOCUMENT

Documents, which shall be signed and provided to the City by the awardee, are:

- A. Agreement
- B. Certificate of Insurance - Commercial General Liability
- C. Certificate of Insurance - Business Auto Liability (Code 1)
- D. Certificate of Insurance - Worker's Compensation

4.2.2 INTENT, INTERPRETATION AND PRECEDENCE OF AGREEMENT DOCUMENTS

The Agreement is intended to describe and provide for complete work. Each agreement document is intended to be cooperative and a requirement included in one is as binding as though included in all.

On questions relating to the acceptability of material, machinery, equipment, classification of materials or work, the proper execution of progress, the sequence of work, quantities, interpretation of the specifications or drawings; the decision of the Director of Public Works shall be final, binding and shall be a condition precedent to any payment under the agreement, unless otherwise ordered by the City.

In the event of a conflict between one agreement document and any of the other agreement documents, the document highest in precedence shall control and supersede the document, which is contrary to it. The order of precedence of the agreement documents is as follows:

- First: Supplemental Agreements the last being the first in precedence
- Second: Agreement
- Third: Specifications
- Fourth: Plans, Schedules or Exhibits
- Fifth: Contractor's Proposal

4.2.3 INSURANCE

The CONTRACTOR shall purchase and maintain insurance as set forth below and shall not commence work under this agreement until he/she has obtained all insurance required under this heading. CONTRACTOR shall pay, at his/her own expense, all premiums upon said policies and shall maintain the same in full force and effect during the life of the agreement. The procuring of such policies of insurance shall not be construed as a limitation of CONTRACTOR's liability or as a full performance on CONTRACTOR's part of the indemnification provisions of the agreement. CONTRACTOR's liability shall be not withstanding such policies of insurance, for the full and total amount of any damage, injury or loss caused by or related to CONTRACTOR's operations under the agreement. Said insurance coverage obtained by the CONTRACTOR excepting Worker's Compensation Insurance, shall name the City as an additional insured. Neither the City, agent of nor appointee of the City shall be personally responsible for any liability arising under the agreement.

A. Commercial General Liability Insurance

Concurrently with the execution of any agreement incorporating these specifications, CONTRACTOR shall procure a policy of Public Liability Insurance from a company authorized to do business in the State of California, which policy shall insure the City, its

officers, agents or employees against any and all liability for death, injury, loss or damage arising out of or in any manner related to CONTRACTOR's operations under any agreement that may be let pursuant to these specifications. Such policy of insurance shall be in the amount of not less than One Million Dollars (\$1,000,000) for any one claim. Said insurance coverage shall provide that CONTRACTOR and his/her insurers are primarily responsible for any claim which arises from CONTRACTOR's performance of this agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

B. Business Auto Liability Insurance

The CONTRACTOR shall carry and maintain insurance coverage for property damage resulting from the CONTRACTOR's operations, in the sum of not less than One Million Dollars (\$1,000,000) resulting from any one occurrence, which may arise from the operation of the CONTRACTOR in the performance of the work that is provided herein. Said insurance coverage shall provide that CONTRACTOR and his/her insurers are primarily responsible for any claim which arises from CONTRACTOR's performance of this agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

C. Worker's Compensation Insurance

The CONTRACTOR shall provide such compensation insurance as required by the Labor Code of the State of California. The CONTRACTOR at all times shall keep fully insured at his/her own expense, all persons employed by him in connection with the agreement as required by the "Worker's Compensation Insurance and Safety Act" of the State of California. The CONTRACTOR shall during the life of the agreement, keep on file with the City Clerk evidence that the CONTRACTOR is fully and properly insured as required by said Act, which evidence shall be approved by the Hermosa Beach City Attorney as to form and sufficiency.

D. Location of Policies

CONTRACTOR shall concurrently with the execution of the agreement, deliver said policy of insurance, or a certified Photostat copy thereof, to the City Attorney for approval by him as to form and sufficiency, and the agreement shall not be effective, for any purpose, until such insurance policy is so delivered and so approved. When such policy has been approved, it shall be filed in the office of the City Clerk of the City.

E. Insurance Certificate

In lieu of filing said insurance policy with the City, the same will be returned to CONTRACTOR after approval as to sufficiency and as to form as above provided, if the CONTRACTOR shall file with the City a CONTRACTOR's Insurance Certificate, executed by the insurance carrier, certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the agreement entered into pursuant to these specifications are covered thereby, and that the policy will not be canceled without giving the City thirty (30) days prior written notice.

F. Non-Liability of City Officials

No member of the City Council or Director of Public Works, or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the agreement, or nonperformance negligently or intentionally of any portion of the services contracted.

G. Defaults

The breach of any of the terms and conditions of the agreement on the part of the CONTRACTOR shall be grounds for the forfeiture of the agreement at the option of the City.

The City upon such termination shall be at liberty to re-let the work to other parties or to perform said work without agreement.

- (1) If for any reason whatsoever street sweeping and disposal services of the CONTRACTOR are interrupted and scheduled street sweeping services are discontinued for more than forty-eight (48) hours, the City shall have the right to discontinue payment until such services are resumed.
- (2) No work shall be done by the CONTRACTOR during any period when he/she is not covered by insurance as required in paragraphs (A) and (B) above. In such event, at the option of the City, the City may declare forfeiture as provided herein.
- (3) All terms and conditions of the agreement are considered material and in the event the CONTRACTOR defaults in the performance of any of the covenants or agreements to be kept, done, or performed by it under the terms of said agreement, the City may give said CONTRACTOR ten (10) days thereafter to make good or perform the default, then the City without further notice and without suit or other proceeding, may cancel and annul the rights and privileges granted in said agreement. The Director of Finance may withhold payment to the CONTRACTOR in the event of default until such time as service in accordance with these specifications is resumed.
- (4) In the event of termination of the agreement for breach or default by the CONTRACTOR as hereinabove specified, the City shall have the right forthwith to take possession of all sweepers and other equipment of the CONTRACTOR for the purpose of sweeping streets and disposing of the refuse which the CONTRACTOR agreed to do. The City shall have the right to retain possession of said sweepers and equipment until other suitable sweepers and equipment can be purchased or otherwise acquired by the City for said purpose and shall pay the CONTRACTOR the reasonable rental value of such sweepers and equipment during the time the same are used by the City for said purpose.
- (5) Failure to comply with the terms of these specifications relative to the sweeping of streets and alleys on the part of the CONTRACTOR by reason of major disaster, epidemic, or other extreme emergency within the City or by reason of the enforcement of Federal, State, or local laws not now in effect and inconsistent or in conflict with the purpose and terms of this agreement, within the City, shall not constitute a breach of the agreement.

H. Lawsuits

The CONTRACTOR shall pay any judgment which may be obtained against the City, either alone or jointly with the CONTRACTOR, for injury or damage to persons or property by reason of the performance or non-performance of the terms of the agreement or in connection with the infringement of any patents provided that if the City alone be sued for such injury or damage immediate notice in writing shall be given to the CONTRACTOR and he/she shall appear and defend such action and shall be liable for all costs of such litigation incurred by the City.

I. Delivery of Notice

Whenever under the terms hereof, a written notice is required, it shall be sufficient to deliver personally, or mail such notice addressed to the City to: The City Manager, with a copy to the Director of Public Works at his/her office in the City Hall, City of Hermosa Beach, California, those addressed to the CONTRACTOR to him at his/her local office as designated in writing by the CONTRACTOR.

J. Time is of the Essence

Time is of the essence as to all provisions of these specifications and in any agreement based in whole or in part upon them.

K. Transfer of Stock or Interest

Any sale, gift, or transfer of stock or change of partners or assignment of any interest on the part of the proposer during the term of the agreement is subject to the approval of the City Council of said action. Violation of this requirement is a breach of the agreement.

L. Bankruptcy

If the CONTRACTOR shall at any time during the terms of this agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against the CONTRACTOR, or if the CONTRACTOR shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of the CONTRACTOR shall be appointed in any suit or proceeding brought by or against the CONTRACTOR, or if creditors, then and in each and every such case, this shall immediately cease, determine, and be forfeited and canceled without notice and without suit or other proceeding.

M. Cancellation of Agreement

The City Council reserves the right to cancel this agreement at any time during its term, and shall notify the CONTRACTOR, in writing, 30 days prior to cancellation.

4.2.4 FINAL DECISION

The CONTRACTOR shall at all times comply immediately with any and all demands made by the Director of Public Works. In the event of controversy between the Director of Public Works and the CONTRACTOR, the CONTRACTOR agrees to abide by the decision of the City Manager whose decision shall be final as to all matters in dispute.

4.2.5 CONTROL OF WORK

Within the scope of the agreement, the Director of Public Works has the authority to enforce compliance with the schedule and specifications. The CONTRACTOR shall promptly comply with instructions from the Director of Public Works.

On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work and the interpretation of specifications, the decision of the Public Works Department is final, binding and shall be precedent to any payment under the agreement, unless otherwise ordered by the City Council.

All work and materials are subject to inspection and approval of the Public Works Department. The CONTRACTOR shall provide every reasonable facility for ascertaining that the workmanship is in accordance with these specifications. Inspection of the work shall not relieve the CONTRACTOR of the obligation to fulfill all conditions of the agreement.

4.2.6 PERSONNEL

No employee of the CONTRACTOR shall continue to be so employed on any work under these specifications that is found to be intemperate and troublesome, disorderly, inefficient, or otherwise objectionable as determined by the Director of Public Works. Employees operating vehicles shall possess a valid California Drivers License and be eighteen (18) years of age or older.

4.2.7 PERMITS AND LICENSES

The CONTRACTOR shall obtain all permits and licenses required by the City (including City Business License), County and State.

PART 4

SECTION 3

LEGAL REQUIREMENTS AND RESPONSIBILITIES

4.3.1 LAWS TO BE OBSERVED

The CONTRACTOR shall keep himself fully informed of all existing and future State and/or Federal laws, all municipal ordinances and/or regulations of the City and of all such orders and/or decrees of bodies or tribunals having jurisdiction or authority over the work. CONTRACTOR shall comply with all such laws, ordinances and orders, 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.

4.3.2 SAFETY AND ACCIDENT PREVENTION

In accordance with generally accepted safety practice, the CONTRACTOR will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

4.3.3 HOURS OF LABOR

Eight hours constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each worker employed in the execution of the agreement by the CONTRACTOR or any subcontractor under him/her 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 the Labor Code and in particular Sections 1810 and 1815 thereof, inclusive. Except, work performed by employees of CONTRACTOR in excess of eight hours per day and 40 hours during any one week, shall be permitted 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, as provided in Section 1815 of the Labor Code.

4.3.4 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons under this agreement because of the race, religious creed, color, ancestry or national origin, physical handicap, medical condition, marital status, or sex of such person.

4.3.5 PERMITS AND LICENSES

The CONTRACTOR shall procure all required permits and licenses, (i.e., City Business License and pay all charges or fees). The CONTRACTOR is required to possess all valid licenses as required.

4.3.6 PUBLIC CONVENIENCE AND SAFETY

The CONTRACTOR shall provide all notices necessary or incidental to the due and lawful prosecution of the work. The CONTRACTOR shall also conduct his/her operations as to cause the least possible obstruction and inconvenience to vehicle and pedestrian traffic at the highest level of safety.

4.3.7 PATENTS

The CONTRACTOR shall assume all responsibilities arising from the use of patented material, equipment, devices, or processes used on or incorporated in the work.

4.3.8 RESPONSIBILITY FOR DAMAGE

The City, its officers, employees, agents, the City Council and the Director of Public Works shall not be responsible or accountable in any manner for any loss or damage that may happen due to the work or any part of the work thereof. This loss or damage includes any material or equipment used in performing the work, any injury to a person or persons (either workmen or the public) and any damage to adjoining or other property from whatever cause.

The CONTRACTOR shall defend, indemnify and save harmless the City, its officers, employees, agents, the City Council, and the Director of Public Works from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the performance of the work or in consequence thereof. The City may retain such money due the CONTRACTOR, as it shall consider necessary until disposition has been made of such suit or claim for damages as aforesaid.

4.3.9 RECOVERY OF ATTORNEY'S FEES

Should action be instituted to enforce any of the terms and provisions of the agreement, the prevailing party in such action shall be entitled to recover such reasonable attorney fees as may be affixed by the Court.

PART 4
SECTION 4
PROSECUTION AND PROGRESS OF THE WORK

4.4.1 SUBLETTING AND ASSIGNMENT

The CONTRACTOR shall give his/her personal attention to the fulfillment of the agreement and shall keep the work under his/her control. The CONTRACTOR shall not assign or otherwise dispose of this agreement or its right; title or interest therein to any person without prior written consent by the City. Subcontractors will not be recognized as such without prior written consent of the City. All persons engaged in the work will be considered as employees of the CONTRACTOR without this written consent and their work will be subject to the provisions of this agreement and its specifications.

4.4.2 TERMS OF AGREEMENT

This agreement is anticipated to begin on November 1, 2010. This agreement shall automatically be extended at the end of this agreement on a month-by-month basis on the same terms and conditions until the canceling party gives the other party thirty (30) days advanced written notice of its desire to terminate the Agreement. In any event, this Agreement will expire on June 30, 2013 at midnight. The agreement may be renegotiated at that time for up to (3) three additional years. That renegotiated agreement will be based upon the satisfactory evaluation of the CONTRACTOR's performance and the agreement of both parties.

4.4.3 PROGRESS OF THE WORK AND TIME FOR COMPLETION

The CONTRACTOR shall begin work no later than the date set within the notice to proceed and shall diligently prosecute the agreement from said date to the expiration of the agreement.

4.4.4 SUSPENSION OF AGREEMENT

If at any time in the opinion of the City, the CONTRACTOR has failed to supply 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 agreement, notice thereof in writing will be served upon him/her. Should he/she neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Director of Public Works, within the time specified in such notice, the City Council in such case shall have the power to terminate the agreement.

4.4.5 CITY OBSERVED HOLIDAYS /WORK RESPONSIBILITIES

<u>Holiday</u>	<u>Month Observed</u>
Independence Day	July
Labor Day	September
Veteran's Day	November
Thanksgiving Day	November
Christmas Day	December
New Year's Day	January
Martin Luther King Day	January
President's Day	February
Memorial Day	May

The CONTRACTOR shall provide a modified level of service on all holidays. **A modified level of service is defined as power sweeping The Strand, picking up and removing all trash cans on the Strand, from Herondo to 35th, plus those at 2nd St. and 22nd St. at Hermosa Ave, and all regular maintenance of the Pier and Downtown areas.**

PART 4
SECTION 5
METHOD OF PAYMENT

4.5.1 PAYMENT

Based on written evidence submitted by the CONTRACTOR or on other satisfactory evidence to the City, The Director of Public Works shall recommend to the City Council monthly payment for services rendered. The amount of the monthly payment will be based on the amounts shown within the proposal to the City Council. No payment will be made until the CONTRACTOR has submitted a monthly statement requesting payment and submitted other reports as required.

4.5.2 SUSPENSION OF PAYMENT

If after written notice to the CONTRACTOR of any deficiencies in his/her work, or of failure to comply with the agreement provisions, or failure to comply with the schedule, the Director of Public Works shall recommend that all or a portion of payments due or to become due under the agreement shall be suspended until the CONTRACTOR corrects any such deficiency. The City may suspend said payment until such deficiencies are corrected.

4.5.3 RETENTION

No retention shall be withheld. Payment or partial payment shall be withheld when there is an error or discrepancy in the invoice until said error or discrepancy is corrected.

4.5.4 PAYROLL RECORDS

Payroll records are not normally required to be submitted. The CONTRACTOR shall provide payroll records only if required.

4.5.5 FORMAT OF INVOICE

The monthly statement (invoice) submitted by the CONTRACTOR shall include the following minimum information:

- A. City Purchase Order Number and Issue Date
- B. The CONTRACTOR's Mailing Address
- C. The Monthly Cost
- D. CONTRACTOR shall submit the original and one duplicate invoice

4.5.6 TIME SHEETS

CONTRACTOR shall keep records of time that his/her personnel spend on the agreement. When requested, the CONTRACTOR shall furnish the City those records of man-hours by task and location. This request for additional information should only occur on an infrequent basis. An example is when there is an opportunity for State or Federal reimbursement to the City as a result of storm damage or some other type of emergency.

PART 5

SPECIAL PROVISIONS

SECTION 1

SCOPE OF WORK

5.1.1 GENERAL

The CONTRACTOR shall provide at his/her own risk and cost all labor, materials, tools, equipment, transportation, hauling, dumping and other items needed to do the work as described herein.

5.1.2 SCOPE OF WORK

The CONTRACTOR shall perform all work necessary to complete the agreement in a manner satisfactory to the Public Works Director or his/her designee. The work to be done under these specifications shall include the furnishing of all labor, material, equipment, tools, and any other incidental expense necessary to perform the following services for the City of Hermosa Beach:

- A. The Contractor shall be responsible for sweeping and cleaning the City's public right-of-way including all streets, walk streets, public parking lots, the Strand and the Pier. Sweeping and cleaning costs for the City's downtown area (defined below) have a different fund source from the rest of the City and therefore must be broken out on the cost proposal and billed separately on monthly billing. The same applies to the City Pier.
- B. This agreement shall be in effect until June 30, 2013 with the ability to extend the agreement an additional three (3) years with approval from the City.
- C. Additional sweeping for which the CONTRACTOR is entitled to additional compensation as extra work based upon the Hourly Cost Schedule (Part 3, Section 5 herein) may be required as follows:
 - (1) Emergency sweeping. CONTRACTOR shall provide direct and prompt attention to requests from the City for emergency service response to be within one hour.
 - (2) Special Events. CONTRACTOR shall provide street sweeping for special events such as parades, street fairs, etc.) after receiving appropriate notice from the City. Hourly is statement to be provided.
 - (3) Sweeping prior to sealing or resurfacing of street. CONTRACTOR shall provide sweeping of streets in preparation for the application of seal coat or resurfacing after receiving appropriate notification of schedule from City. Entire width of the street from curb to curb shall be swept thoroughly to the satisfaction of the Director of Public Works or his/her agent. Such sweeping may be required at night or early in the morning.
- D. CONTRACTOR to be responsible for sufficient water for the street sweeping equipment necessary to comply with these specifications. CONTRACTOR is to contact California Water Service Company and obtain a water meter. The CONTRACTOR shall endeavor to not waste water and shall conserve wherever and whenever possible in his/her operations.
- E. The discharge of non-stormwater into storm drain inlets, catch basins, or into the curb-and-gutter leading to the storm drain system is strictly prohibited by Chapter 8.44 Stormwater and Urban Runoff Pollution Control Regulations and under the Federal Clean Water Act.

- F. Daily statement. CONTRACTOR shall submit a daily statement reporting total loads of debris and refuse hauled to dumpsite. CONTRACTOR shall also submit a daily statement reporting sweeper miles.

5.1.3 The following areas outside the downtown area shall be swept one day per week excluding holidays.

- A. All streets and alleys within the City whether curbed or uncurbed, including medians. An estimated 5 alleys are only 8 feet wide and will have to be swept with a small sweeper or by hand as shown below. (Proposal Item 7)

(1) Narrow Alleys

31st Place from, Palm Drive to Valley Drive
32nd Place from Palm Drive to Valley Drive
34th Place from Palm Drive to Highland Avenue
35th Place from Palm Drive to Manhattan Avenue
Alley from 22nd to 21st Street between Hermosa Avenue & Beach Drive

•

(2) Walk Streets/Misc. Areas

All Walk Streets may be swept with a small sweeper or by hand. Walk Streets between Hermosa Avenue and the Strand at: Herondo, Lyndon, 1st, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 16th, 17th, 18th, 19th, 20th, 21st, 23rd, 24th, 25th, 26th and 35th Street from Hermosa Avenue to The Strand, including stairs.

30th Place from Hermosa Avenue to The Strand hand clean - stairs, alcove and bench.

Longfellow from Hermosa Avenue to Strand hand clean - large speed bumps.

30th Street from Morningside west to Manhattan Avenue

31st Street from Morningside west to Manhattan Avenue

33rd Street from Palm Drive to Hermosa Avenue hand clean – stairs.

34th Street from Hermosa Avenue to the Strand hand clean - multiple planters.

(3) Planter Boxes at the Strand

Hand clean around the planters at 2nd, 13th, 14th, 15th, and 22nd streets where they intersect the Strand

(4) Parking Lots

The following parking lots are located and described with approx. area/notations. Clean around all buildings, exterior only.

a. Greenbelt Parking Areas

Valley Drive 8th Street to 11th Street
East side - 690 ft. x 30 ft.
West side - 160 ft. x 32 ft., include trash enclosure

- b. Valley Park Parking Areas
 Gould Ave. Morningside Drive to Valley Drive
 South side - 350 ft. x 20 ft. posted Monday 8:00 a.m. - 12:00 p.m.
- c. 11th Street, 500 block, "Clark Stadium"
 1st lot 124 ft. x 83 ft.
 Restroom area 150 ft. x 30 ft.
 Snack bar area 234 ft. x 30 ft.
 "Old" basketball area 360 ft. x 30 ft.
 South/West corner 132 ft. x 22 ft.
- d. 4th Street; between PCH and Ocean View
 Area: 85 ft. x 20 ft. including meters/bumper stops
- e. 3rd Street; 700 block, south to 2nd Street
 Area: 300 ft. x 40 ft. posted Wednesday
- f. 14th Street at Palm Drive
 Upper 77 ft. x 60 ft. meters/bumper stops
 Lower 77 ft. x 30 ft. meter/bumps stops trash area
- g. City Hall parking lots
 West side 145 ft. x 55 ft. planters, east/west/trash area
 East side 220 ft. x 72 ft.
 South side 163 ft. x 62 ft. mini-storage
 11th Place 59 ft. x 32 ft.
- h. Community Center
 Southside 131 ft. x 133 ft. bumper stops/ramp bumper stops
 South Court area 140 ft. x 61 ft.
 West Court area 125 ft. x 14 ft.
 North Court assisted 125 ft. x 11 ft.
 North side 115 ft. x 6 ft.
 West side 125 ft. x 5 ft.
 Ramp to theater 118 ft. x 23 ft.
 West side of South Ct. 240 ft. x 13 ft.
- i. Kiwanis, Rotary - Valley Drive 2600 block
 South side 110 ft. x 40 ft.
 West side 137 ft. x 60 ft.
 North side 106 ft. x 43 ft.
 Between buildings 67 ft. x 17 ft.
 East side 156 ft. x 17 ft. limited access

(5) **Note - Cleaning includes removal of all weeds in pavement cracks in all streets, walk streets, and parking lots, use of a "weed whacker" is acceptable.**

B. The Strand – to be swept 7 (seven) days per week including holidays. (Proposal Item 2)

All of the Strand shall be swept from Herondo to 35th Street. Special attention/handwork must be given to:

- All Strand openings
- Light poles and aggregate trash container areas
- Jarvis Memorial, between 14th & 15th Street

Note: No Strand work shall commence before 7:00 AM

5.1.4 DOWNTOWN AREA includes the following areas to be power swept 5 (five) days per week (Saturday, Sunday, Monday, Tuesday, Friday). (Proposal Item 1)

A. Streets

1. Hermosa Ave. between 8th St. and 15th St.
2. Pier Ave. between Hermosa Ave. and Pacific Coast Highway
3. Beach Drive between 10th St. and 14th St.
4. 11th Court between Beach Drive and Hermosa Ave.
5. 11th Street (Walk Street) between Beach Drive and Hermosa Ave.
6. 12th Court between Beach Drive and Hermosa Ave.
7. 13th Court between Beach Drive and Hermosa Ave.
8. 13th Street (Walk Street) between Beach Drive and Hermosa Ave.
9. 14th Court between Beach Drive and Hermosa Ave.
10. 14th Street (Walk Street) between Beach Drive and Hermosa Ave.
11. 15th Court between Beach Drive and Hermosa Ave.
12. The Strand between 10th St. and 15th St.

B. Other

1. The Hermosa Beach Pier – 1,200 feet in length and the Pier Head west of the Strand
2. The Pier Plaza between Hermosa Avenue and the Strand
3. Parking Lot A
4. Parking Lot B
5. Parking Lot D

5.1.4a PARKING STRUCTURE CLEANING DUTIES (see bid item #10)

1. Power sweeping, twice per week Monday and Friday.
2. Trash pick up, twice per week Monday and Friday.
3. Trash can emptying, twice per week Monday and Friday.
4. Elevator cleaning, daily including wet mopping as needed to sanitize.
5. Stairwell cleaning, twice per week Monday and Friday including wet mopping as needed to sanitize.

5.1.5 LEVEL OF CLEANING

The CONTRACTOR must employ sufficient personnel to perform all work as scheduled and approved by the City. All work shall be performed in accordance with this agreement so as to maintain a pleasing aesthetic appearance of the City.

The City and the CONTRACTOR will meet weekly at mutually agreed times. Inspection of the area included in the agreement will be made by the City and CONTRACTOR weekly. The results of each inspection will be recorded, forwarded to the CONTRACTOR and retained for reference.

REPORTS

- A. Deficiency Report. The CONTRACTOR is required to correct any deficiencies found by inspection and listed in a deficiency report. Said deficiencies shall be corrected within the time specified by the City (seven (7) calendar days). If work listed in the Deficiency Report is not completed, payment covering subject deficiency shall be withheld until said deficiency is corrected.
- B. Weekly Request. The CONTRACTOR's representative shall contact the City on a weekly basis for notification of deficiencies requiring correction or for changes of any type.
- C. Pavement & Sidewalk Condition. The CONTRACTOR shall report any observed bad order conditions of street pavement or sidewalk.

5.1.6 EXTRA WORK

Extra work is that work not included under the various proposal items or the result of the CONTRACTOR's negligence. Extra work shall include but not be limited to: street sweeping, hand

sweeping and trash and litter pick-up. The City will pay for all extra work at the approved hourly rate. The CONTRACTOR shall be responsible for any losses or damage due to his negligence as determined by the Agreement Administrator.

The CONTRACTOR shall obtain written approval from the Agreement Administrator prior to proceeding with any extra work except for emergency clean-up. CONTRACTOR shall submit a written proposal to the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other CONTRACTORS or City forces. All work performed under this section shall not interfere with, or reduce, normal maintenance schedules or activities. Separate crews shall be utilized for extra work.

5.1.7 WORKING TIME LIMITS

Residential districts shall be swept between the hours of 8:00 AM and 4:00 PM in accordance with the schedule provided by the Public Works Superintendent with the following exception: Sweeping of The Strand shall start at 7:00 AM and end no later than 8:00 AM.

5.1.8 DAMAGES

The CONTRACTOR shall report without delay any damage to City equipment, City property or private property. The CONTRACTOR shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from CONTRACTOR caused damage shall be the responsibility of the CONTRACTOR.

5.1.9 DISPOSAL OF SWEEPINGS AND/OR DEBRIS

The CONTRACTOR shall dispose of all sweepings accumulated as a result of cleaning operations and shall not allow any sweepings to remain on the public street or other public property for more than one hour after it is accumulated.

ALL DEBRIS AND SWEEPINGS SHALL BE DELIVERED TO THE CITY YARD TRASH CONTAINERS.

Spillage resulting from hauling on or across the public roadways shall be immediately removed at CONTRACTOR's expense.

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

Freshly wind blown sand shall be returned to the beach. Dirty sand shall be disposed of at the city yard. The CONTRACTOR shall not dispose of dirty sand on the beach.

Debris is defined as bottles, cans, paper, trash, sand, litter and all foreign matter, etc.

5.1.10 MONTHLY CLEANING SCHEDULE

The CONTRACTOR is required to furnish a monthly cleaning schedule to include planned activities for all persons performing any function of the agreement. The monthly schedule shall be submitted to the City.

The schedule shall show manpower, equipment and time during the day that the work is planned. The City will provide a form for the CONTRACTOR to use.

5.1.11 SIGNS

Street sweeping signs have been installed throughout the City. The CONTRACTOR shall schedule his/her work to be performed within the posted hours.

5.1.12 SWEEPING ROUTES

City shall provide CONTRACTOR with schedule and map delineating those districts within the City marked for sweeping Monday through Friday inclusive. The sweeping schedule shall be maintained unless a change therein is first approved in writing by the Director of Public Works and notice thereof given as hereinafter provided.

5.1.13 FAILURE TO SWEEP

Should the CONTRACTOR fail to sweep, the City will deduct from the CONTRACTOR's next monthly payment a sum of money equal to the number of hours not swept divided by the number of hours to be swept during the month times the monthly payment.

5.1.14 OFFICE FOR INQUIRIES AND COMPLAINTS

The CONTRACTOR shall maintain an office at some fixed place and shall maintain telephone therein, listed in the telephone directory in his/her own name or in the file name by which he/she is commonly known, and shall at all times during the hours between 8:00 AM and 5:00 PM of each working day have a full-time employee at said office for the answering of inquiries and for receiving complaints from the Director of Public Works. The telephone number of a designated employee available between 5:00 PM and 8:00 AM for emergency calls and complaints shall be furnished the Director of Public Works. The CONTRACTOR shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection of the Director of Public Works.

The CONTRACTOR shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Director of Public Works within twenty-four (24) hours as to the action taken concerning each complaint.

5.1.15 PUBLIC RELATIONS

- A. CONTRACTOR is required to have radio-equipped street sweepers and a supervisor available by telephone on a 24-hour basis who is assigned to provide direction and prompt attention to requests from the City for emergency service. Response shall be within one hour after request is received.
- B. CONTRACTOR shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the agreement. CONTRACTOR shall report to the Director of Public Works, or the designee, the following working day as to the action taken with reference to the complaint and, when necessary, complete the Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.

5.1.16 BARRIERS

The CONTRACTOR shall provide all labor, materials and equipment to install barriers advising the public of hazards due to cleaning. Upon completion of the work, the CONTRACTOR shall promptly remove all signs and warning devices.

When performing work under this agreement, 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. The necessary warning and protective ensures shall be furnished and installed by the CONTRACTOR, at the CONTRACTOR's expense.

5.1.17 POSSIBLE AREA CLOSURE

In the event any of the work area is unusable for any reason, including acts of nature or vandalism, the Director of Public Works may declare a closure of any portion of the work area. The CONTRACTOR shall not be entitled to compensation for any portion of the work area closed by the Director of Public Works.

5.1.18 DUMPSTER ENCLOSURE CLEANING IN LOTS A, B, AND D

The CONTRACTOR will pressure wash the trash enclosures twice weekly. The CONTRACTOR will prevent all water and debris from flowing into any catch basin or drain while cleaning the trash enclosures. The CONTRACTOR will provide proper signs and traffic control for vehicles and pedestrians as needed while pressure washing. Dumpsters are picked up in the early morning. Cleaning should be scheduled appropriately.

5.1.19 STRAND TRASH PICK-UP ON HOLIDAYS

The CONTRACTOR shall pick-up all trash containers on The Strand on all holidays. This area is from Herondo to 10th Street and from 15th Street to 35th Street. This includes removal, relining as needed, and disposal. This work shall be completed prior to 9:00 AM of each holiday listed in Section 4.4.5.

5.1.20 UPPER PIER AVENUE CLEANING

The CONTRACTOR shall provide power sweeping, trash pick-up and hand cleaning to the Upper Pier Avenue section 5 (five) days per week. (Proposal Item 8) This area is located from Pacific Coast Highway west to Manhattan Avenue. A separate line item is included in the Proposal Sheet. This includes holidays.

5.1.21 SCOPE OF WORK FOR CITY PIER to be done 5 (five) days per week. (Proposal Item 3)

The CONTRACTOR shall provide a 2-man crew with pick-up truck and all equipment necessary to provide the following services on a daily basis between the hours of 4:00 am and 6:00 pm.

- Litter Pick-Up CONTRACTOR will pick up any paper, glass, plastic and any other debris not safe to the environment. This will be done on a daily basis.
- Trash Receptacles CONTRACTOR will empty all trash cans and replace all plastic liners. This shall be done on a daily basis.
- Fish Cleaning Stations CONTRACTOR will scrub and wash the bowl, top surface, and all sides of each fish cleaning station. This will be done on a daily basis.
- Pier Railing CONTRACTOR will clean the pier handrails on a daily basis.
- Pressure Washing CONTRACTOR will pressure wash the pier deck, fish cleaning stations and railing. Care will be taken not to damage the wood railings. This will be done on a daily basis.
- Graffiti CONTRACTOR will remove any graffiti, including paint, markers and stickers, from the pier deck, deck lights, handrails, fish cleaning stations, trash containers and benches. This will be done on a daily basis.
- Wood Benches CONTRACTOR will remove any foreign materials and clean the benches with care not to damage the wood. This will be done on a daily basis.
- Security The contractor will open and secure the pier gates each morning prior to 6:00 am.

5.1.22 PORTER SERVICE

The CONTRACTOR will provide porter service for cleaning the Downtown Area which includes the morning hours from 6:00 am to 9:00 am and the afternoon hours from 2:00 pm to 6:00 pm as described below:

- A. Morning Porter Service shall consist of a 2-man crew with a pick-up truck working 7 days per week including holidays (Proposal Item No. 4). This crew will primarily be cleaning the Pier Plaza but may also be directed to clean other areas in the Downtown Area. Note that the morning Porter Service may be the same personnel that provide the daily pier cleaning services.
- B. Afternoon Porter Service (Proposal Item No. 5) shall consist of a 2-man crew with a pick-up truck in the months of April through Octobers on Saturdays, Sundays and holidays and 1-man crew with a pick-up truck during the months of November through March, also on Saturdays, Sundays and holidays.

5.1.23 PARKING LOT CLEANING

Prior to sweeping, parking lots will be inspected for areas of heavy oil deposits or excessive oil buildup, and where present will be treated with absorbent material to absorb excess oil. Absorbent will be swept up and disposed in designated container for oily waste at the City yard. This section applied to all parking lots.

5.1.24 COMMERCIAL SIDEWALK CLEANING (BID ITEM 9)

The CONTRACTOR shall provide thorough cleaning services for the commercial sidewalk segments listed below to be done every three (3) months. Specific attention is to be paid to removing all gum, stains and weeds. The equipment and method used for this work must provide full water recovery (water cannot enter the street, gutter or storm drain without recovery) and not damage the sidewalk.

Hermosa Ave.:	✓ 8 th Street to 15 th Street
Pier Ave.:	✓ Hermosa Ave. to Pacific Coast Highway
Pacific Coast Hwy.:	✓ Southern Boundary to Northern Boundary
Aviation Blvd.:	✓ Pacific Coast Highway to Harper Ave.

PART 5

SECTION 2

PERSONNEL AND SUPERVISION

5.2.1 PERSONNEL REQUIREMENTS

The CONTRACTOR shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this agreement.

5.2.2 CONTRACTOR'S EMPLOYEE PERFORMANCE

The CONTRACTOR agrees to require his/her employees to present a neat appearance at all times while engaged in the performance of their duties. The employees shall also maintain good bearing and deportment toward the public. Should for any reason an employee be unsatisfactory in the opinion of the City, the CONTRACTOR, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory employee.

5.2.3 CONTRACTOR'S EMPLOYEE ATTIRE

The CONTRACTOR shall require each of his/her employees to adhere to a basic standard of working attire. This standard is a clean uniform with the CONTRACTOR's company name or insignia clearly visible, proper shoes, other gear as required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn at all times, buttoned and tucked in.

5.2.4 TYPICAL TASKS OF CONTRACTOR'S EMPLOYEES

The CONTRACTOR shall supply employees with the skills to perform various semi-skilled duties in connection with cleaning functions; cleaning rubbish and debris; operating a variety of hand and power tools; cleaning of public facilities, and operating light equipment.

5.2.5 KNOWLEDGE & ABILITIES OF CONTRACTOR'S EMPLOYEES

Employees must have the ability to use and maintain various tools, ability to perform heavy manual labor, ability to follow oral and written instructions.

5.2.6 SPECIAL ACTIVITY REQUIREMENTS

The CONTRACTOR if so requested by the Director of Public Works shall supply additional employees. Any additional employees will be paid at a rate equal to the wage rate and mark up as shown on the form titled "CONTRACTOR's Hourly Rate".

5.2.7 LEVEL OF SUPERVISION

The CONTRACTOR shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor or his/her representative shall check with the Department of Public Works weekly as to (1) schedule of work, (2) complaints and (3) adequacy of performance. The CONTRACTOR shall submit such reports as the City may require insuring compliance with scheduled work. The

Supervisor shall be in the City at least 20% of the time while work is in progress. The CONTRACTOR shall be penalized Two Hundred and Fifty Dollars (\$250) per week for failing to have a supervisor in the City at least seven hours per week.

5.2.8 APPROVAL OF SUPERVISOR

The Supervisor shall be someone other than the labor type of employee provided in this agreement. The CONTRACTOR shall provide in writing to the City (before starting work under this agreement) the name of the Field Supervisor. After approval of the Field Supervisor, the CONTRACTOR may substitute another individual provided the CONTRACTOR makes a written request to the City and said request is approved. The Supervisor should have at least five years practical experience in supervision.

5.2.9 EMERGENCY TELEPHONE NUMBERS

The CONTRACTOR shall provide the City throughout the duration of this agreement at least two (2) telephone numbers of qualified persons who can be called anytime that the CONTRACTOR's representative is not immediately available at the job site. An emergency 24-hour number shall also be provided. The emergency number shall be to contact a representative of the CONTRACTOR who can take the necessary action required to alleviate an emergency condition.

5.2.10 INCLEMENT WEATHER

The CONTRACTOR shall contact the City for the determination of non-operational conditions. During inclement weather, the CONTRACTOR shall provide staffing for citywide debris removal and clean up.

PART 5

SECTION 3

EQUIPMENT AND MATERIALS

5.3.1 EQUIPMENT

Equipment and Use of Equipment. CONTRACTOR's street sweeping equipment shall meet the following requirements:

- A. CONTRACTOR shall use street sweeping equipment in conformance with the highest standard of street sweeping. Sweeper speed and broom pattern shall be in accordance with manufacturer's recommendations. Sweepers at work shall not exceed the **maximum speed of 10 mph**; sweepers when driven shall have a maximum of the posted speed limit.
- B. CONTRACTOR shall use such standard heavy street sweeping equipment as is necessary to clean the City streets of paper, dirt, rocks, leaves and debris.
- C. CONTRACTOR shall maintain all equipment. It should be clean and in good mechanical condition, uniformly painted and numbered.
- D. CONTRACTOR shall use equipment deemed acceptable by express approval of the Director of Public Works. The equipment shall be:

Large Sweeper(s):

Tymco 600 air sweeper or Tymco F.H.D. regenerative air sweeper or equal.
Mobile sweeper M9 high-dump (for the Strand) or approved equal.

Small Sweepers:

"Green Machine" applied 414RS-cushion sweeper or approved equal.

- E. CONTRACTOR's equipment shall be subject to inspection by the Director of Public Works or Designee and upon notification in writing to the CONTRACTOR that any equipment does not comply with the standards herein, such equipment shall be removed from service by the CONTRACTOR and not again so used until inspected and approved in writing by the Director or of Public Works or Designee.
- F. Sweeper must have a dual cutter broom.
- G. The CONTRACTOR shall submit a list of equipment he/she intends to use in the City of Hermosa as part of the proposal package.

5.3.2 VEHICLES

CONTRACTOR shall display the name of his/her firm on any vehicles used by the CONTRACTOR's employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from a distance of fifty (50) feet.

5.3.3 EQUIPMENT MAINTENANCE

All equipment used by the CONTRACTOR shall be kept in a neat and clean appearance. The equipment shall also be kept in top mechanical condition and properly adjusted, both from an operational standpoint and from a safety standpoint.

5.3.4 SAFETY LIGHTS

All vehicles shall be equipped with an operational rotating amber light when parked or used on public streets.

5.3.5 EQUIPMENT NOISE

City noise level requirements shall apply to all equipment on the project or related to the project including but not limited to trucks, or transient equipment that may or may not be owned by the CONTRACTOR. The use of loud sound signals shall be voided in favor of light warnings except those required by safety laws for the protection of the public or CONTRACTOR's personnel.

5.3.6 AIR POLLUTION

CONTRACTOR shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. All power sweeping equipment (including Strand Sweeper) must use alternative fuel in accordance with the South Coast Air Quality Management District Rule No. 1186.1.

5.3.7 MATERIALS TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR at his/her own cost and expense shall furnish all necessary materials, and tools supplies of good quality and in the amounts necessary to fulfill this agreement and to accomplish an acceptable and professional level of cleaning.

PART 5

SECTION 4

ITEMS OF WORK

5.4.1 AREA CLEANING

The cleaning work pertaining to the City of Hermosa Beach has been organized into specific work activities and frequency schedules. The CONTRACTOR shall report to the Director of Public Works or his/her designee for resolution of any cleaning problems or concerns.

5.4.2 POWER SWEEPING

All streets and paved parking lots shall be swept according to the frequency schedule. Street sweepers shall be equipped to perform left and right hand-pick-up and shall at all times travel in a direction "with" traffic. Any sweeper shall have the capability of picking up broken glass.

5.4.3 HAND SWEEPING

Where sidewalks on walk streets are inaccessible by machinery they shall be hand swept to remove dust, dirt, sand and debris to present a clean and neat appearance at all times according to the frequency schedule. All debris must be picked up and removed. **At no time are backpack blowers permitted to be used within the Hermosa Beach City Limits.**

5.4.4 SAND REMOVAL

When sand is blown into the agreement area the CONTRACTOR shall with due diligence remove the sand. The CONTRACTOR shall not be entitled to any extra compensation. The purpose of this agreement is to provide a clean City.

5.4.5 LITTER PICK UP

Litter pick up shall include the hand cleaning and removal of debris from any area where the power sweeper and hand sweeping are not effective, such as around dumpster enclosures, traffic islands or medians, tree well planters, median planters, booth areas, trash cans, berms surrounding parking lots, parking bumpers, median corners and etc. Litter pick up shall be performed not less than specified in the frequency schedule.

5.4.6 SWEEPER ROUTES

Letter-size sweeper route maps are included as part of this Request for Proposals. Large scalable route maps are available in the Public Works Department, City Hall, 1315 Valley Drive, Room 001, Hermosa Beach or upon request, an electronic copy can be provided by email.

SECTION 5**ACTIVITY SCHEDULE FOR STREET SWEEPING**

ACTIVITIES	DAILY	WEEKLY	AS NEEDED
Sweep streets and alleys		X	
Frontage Road and Bike Path on Hermosa Avenue		X	
The Strand (Sweep Monday, Tuesday, Wednesday, Thursday, Friday, Saturday & Sunday)	X		
Walk Streets/Misc. Areas		X	
Parking lot east side of City Hall (Sweep Friday)		X	
All other parking lots except the east side of City Hall		X	
Parking Islands on Pier Avenue		X	

ACTIVITY SCHEDULE FOR DOWNTOWN AREA CLEANING

ACTIVITIES	MON	TUE	WED	THU	FRI	SAT	SUN
POWER SWEEPING							
Sidewalks	X		X		X	X	X
Streets (gutters and 100% of the driving surface)	X		X		X		
Parking lots A, B and D (includes cleaning around bumper stops)	X		X		X	X	X
HAND SWEEPING							
All areas not power swept	X		X		X	X	X
TRASH BARREL PICK UP							
Empty barrels	This work is to be done daily.						
Re-line barrels							
Litter pick-up							
Hose barrels							
Lot A, B and D & parking structure							
DUMPSTER AREA CLEANING LOTS A, B AND D							
Broom Sweep/Litter Pick-up	X		X		X	X	X
Pressure Washing – Monday and Friday	X				X		
LITTER PICK-UP	X		X		X	X	X
Includes around dumpster enclosures, streets, gutters, sidewalks, traffic median islands, booth areas & parking bumper stops							
SAND REMOVAL	This work is to be done as requested.						

ACTIVITY SCHEDULE FOR PARKING STRUCTURE

ACTIVITIES	MON	TUE	WED	THU	FRI	SAT	SUN
Parking structure	X				X		
Cleaning/wiping doors and interior of elevator	X	X	X	X	X	X	X

All items of activity are as specified by the Public Works Superintendent.

**STREET SWEEPING REPORT
OF STATE HIGHWAYS
SWEPT IN HERMOSA BEACH**

PACIFIC COAST HIGHWAY

DATE SWEEPED: _____

START TIME: _____

STOP TIME: _____

TOTAL TIME: _____

OPERATOR'S SIGNATURE: _____

CONTRACTOR: _____

STREET SWEEPING REPORT

DAILY REPORT FOR HERMOSA BEACH

Driver _____

Date _____

Start Time _____

Stop Time _____

Total _____

☐ Route completed as scheduled

☐ Route NOT completed as scheduled

Missed streets: _____

Complaint: _____ ☐ Re-swept
_____ ☐ NOT Re-swept

Complaint: _____ ☐ Re-swept
_____ ☐ NOT re-swept

Complaint: _____ ☐ Re-swept
_____ ☐ NOT Re-swept

Operator's Signature

NON-POSTED AREAS FOR STREET SWEEPING

WEEKLY CHECKLIST FOR HERMOSA BEACH

Week Ending Friday ____ / ____ / ____

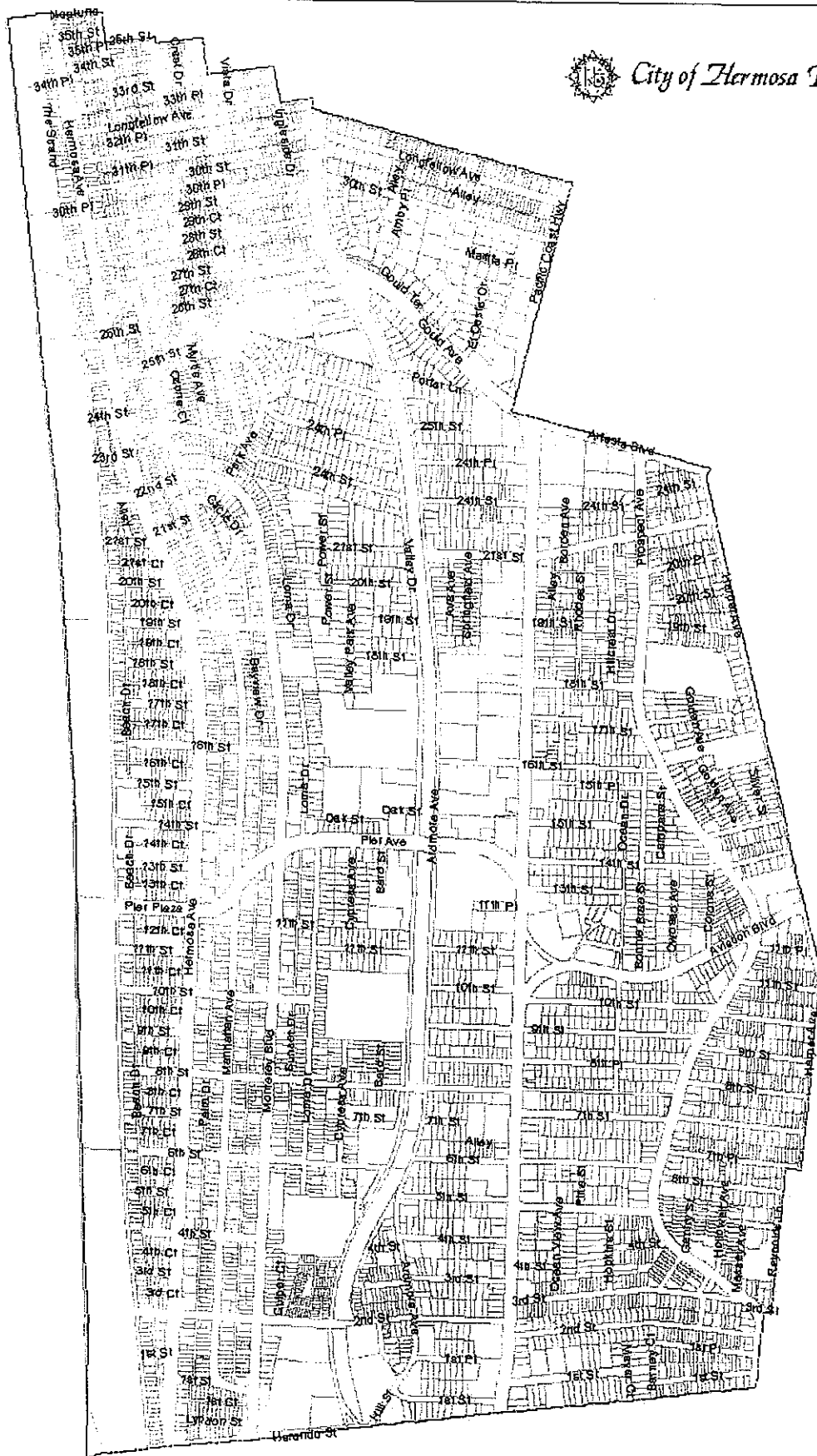
DAY	AREA	SWEPT	DAY	TIME
Monday	28 th , 29 th , 30 th , 31 st , 32 nd , & 33 rd Place			A/P
	Gould Terrace			A/P
	Alleys between Rhodes & PCH			A/P
	Alley off Gould, west of PCH			A/P
Tuesday	Alley off 5 th Street, west of Ocean View			A/P
	Shakespeare			A/P
	Bike Path along Hermosa Avenue			A/P
Wednesday	00 block from 3 rd Court to 10 th Court			A/P
	Beach Drive from Herondo to 10 th Street			A/P
Thursday	15 th Court through 21 st Court			A/P
	Beach Drive: 15 th Street to 22 nd Street			A/P
Friday	Lot - Kiwanis Club & Rotary Club			A/P
	Lot - 14 th & Palm (Friday 7 a.m. to 8 a.m.)			A/P
	Lot - City Hall (front)			A/P
	Lot - City Hall (Hermosa Storage)			A/P
	Lot - City Hall (rear)			A/P
	Lot - Community Center (rear)			A/P
	800 block Valley Drive - Greenbelt parking			A/P
	Lot - Clark Building			A/P
	Lot - 1035 Valley (rear) & Clark Stadium			A/P
	Lot - 4 th Street at Ocean View			A/P
	Bard Street - behind PD (last Friday of month)			A/P

Missed Areas:

Reason Missed:



City of Hermosa Beach

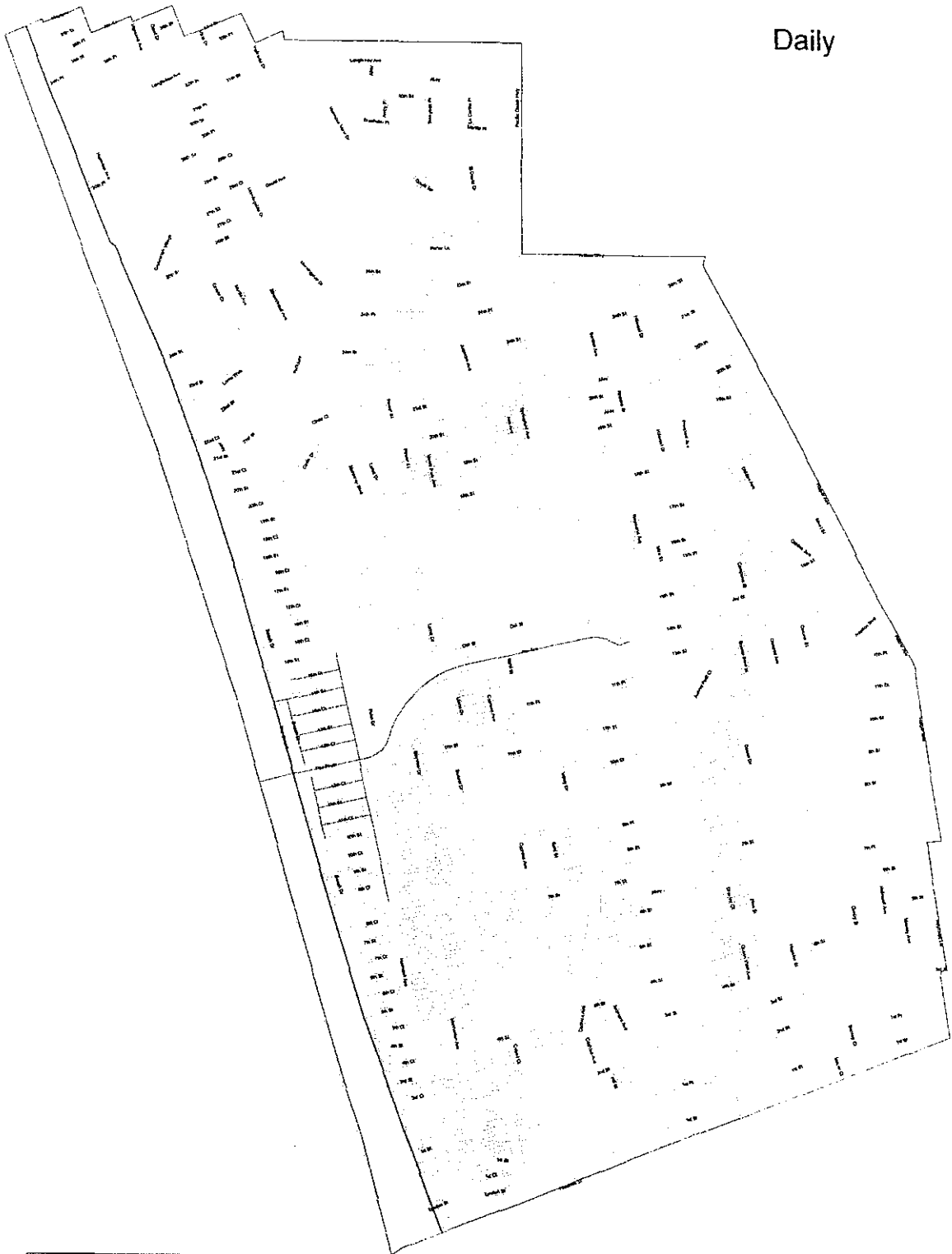




City of Hermosa Beach

Street Sweeping Schedule

Daily



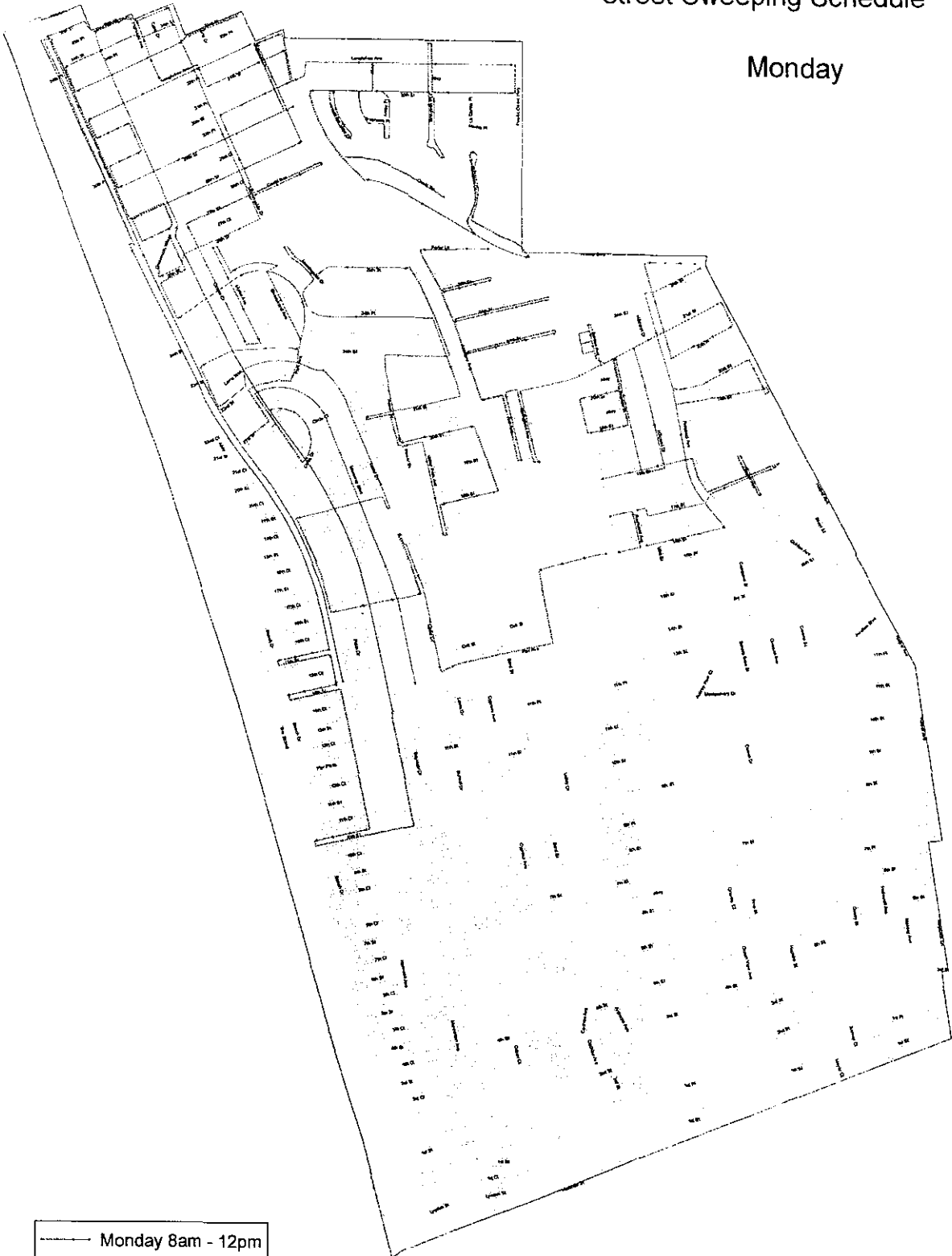
— The Strand
— Downtown District



City of Hermosa Beach

Street Sweeping Schedule

Monday



- Monday 8am - 12pm
- Monday 10am - 2pm
- Monday 1pm - 2pm

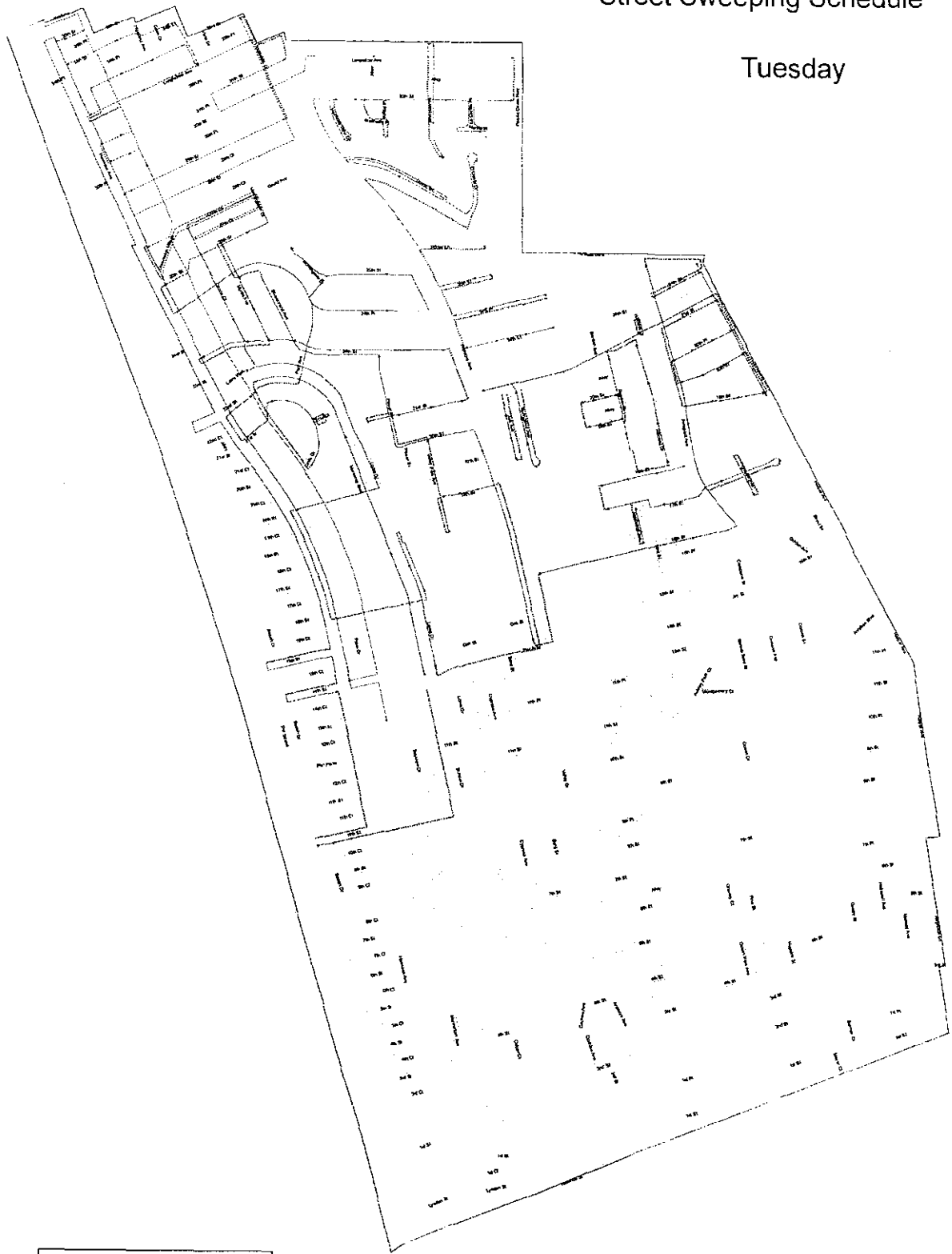




City of Hermosa Beach

Street Sweeping Schedule

Tuesday





City of Hermosa Beach

Street Sweeping Schedule

Wednesday



- Wednesday 8am - 12pm
- - - Wednesday 10am - 2pm
- ... Wednesday 1pm - 2pm





City of Hermosa Beach

Street Sweeping Schedule

Thursday



—	Thursday 8am - 12pm
---	Thursday 10am - 2pm
---	Thursday 1pm - 2pm

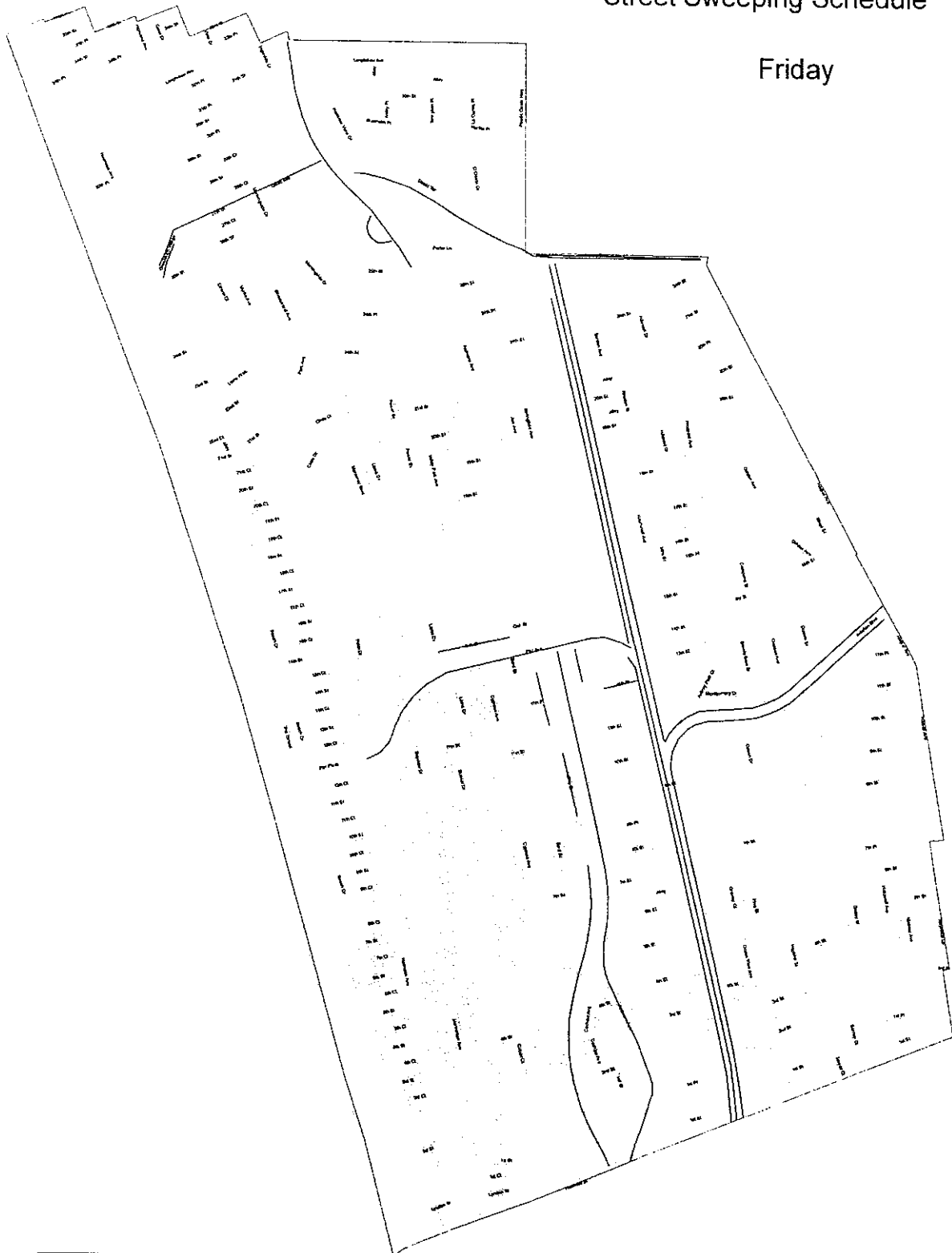




City of Hermosa Beach

Street Sweeping Schedule

Friday



- Friday 3am - 6am
- - Friday 9am - 11am

