

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
SCA OF CA, LLC**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of May, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SCA OF CA, a Delaware Limited Liability Company ("Contractor").

**WITNESSETH:**

A. City proposes to utilize the services of Contractor as an independent contractor to provide street sweeping maintenance services of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage

rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to

the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Appendix B of Exhibit B. Contractor's total compensation per annum shall not exceed One Million Four Hundred Sixty Seven Thousand Seven Hundred and Ninety Dollars and Forty Cents (\$ 1,467,790.40). In the event the parties extend the term of this Agreement, Contractor may, request an increase its fees on an annual basis commencing on July 1, 2025, using the Consumer Price Index for All Items, Not Seasonally Adjusted for the Los Angeles-Riverside-Orange County area (CPI), subject to the written notice requirement in Appendix B of Exhibit B. Any increase to

Contractor's fees shall be effective on July 1<sup>st</sup>.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on July 1, 2023 and continue for a period of two years, ending on June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended up to a maximum of three additional one year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications

concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

SCA of CA, LLC  
1937 W 169<sup>th</sup> Street  
Gardena, CA 90247

Tel: (714) 771-1613  
Attn: Rick Anderson

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Tel: (714) 327-7499  
Attn: Robert Ryan

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement,

this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert Ryan  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSAL**

**FOR**

**STREET SWEEPING SERVICES  
RFP NO. 23-06**



**PUBLIC WORKS DEPARTMENT  
CITY OF COSTA MESA**

**Released on November 8, 2022**

## REQUEST FOR PROPOSAL FOR STREET SWEEPING SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for street sweeping services for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Maintenance Services Agreement, **Appendix D** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Maintenance Services Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The goal of this Request for Proposal (RFP) is to solicit Proposals from qualified street sweeping firms to provide the highest quality, street sweeping services to the City's arterial, residential, commercial, alleys and City owned parking lots. It is the City's desire to contract for services with a firm that has successfully completed similar projects and has extensive experience in providing an all-inclusive street sweeping maintenance program necessary to insure the community's safety, aesthetics and a source of community pride.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing,

reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

|                                       |                                        |
|---------------------------------------|----------------------------------------|
| <b>Release of RFP</b>                 | <b>November 8, 2022</b>                |
| <b>Deadline for Written Questions</b> | <b>November 15, 2022 at 11:00 a.m.</b> |
| <b>Responses to Questions Posted</b>  | <b>November 17, 2022</b>               |
| <b>Proposals are Due</b>              | <b>November 29, 2022 at 2:00 p.m.</b>  |
| <b>Approval of Contract</b>           | <b>TBD</b>                             |

**\*\*All dates are subject to change at the discretion of the City.**

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A, Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a) The Proposer shall have five (5) years of current experience in providing an all-inclusive street sweeping maintenance program for other cities or other government agencies, at least one of which is similar in size and complexity as that of the City of Costa Mesa. Experience must be reflective of references provided in the proposal.
- b) The Contractor shall maintain a local office with a representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City.
- c) Contractor will be required to abide by the prevailing wage laws as required by state law, **Appendix C.**

- d) All Proposers must provide a list of equipment they will use to fulfill the contract. The list must include the make, model, year of equipment and whether the equipment is owned or leased. The City reserves the right to determine the capability of the equipment and to reserve acceptance or rejection of deficient equipment.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- a) **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. The letter must stipulate that the Cost Proposal will be valid from **July 1, 2023** thereon. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.
- b) **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- c) **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
  1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

**d) Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including

photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- e) **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- f) **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
  - o Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
  - o Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- g) **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in **Appendix B, Cost Proposal**. Proposals shall be valid for a minimum of 180 days following submission. All Proposers are required to use **Appendix B, Cost Proposal** and submit in a **separate file** containing the following. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated.
- h) **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- i) **Maintenance Services Agreement:** The firm selected by the City will be required to execute a Maintenance Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix D**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- j) **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix E** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution

## 2. Process for Submitting Proposals:

- a) **Content of Proposal:** The Proposal is to be submitted using the format as indicated in the Proposal format guidelines.
- b) **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- c) **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
  - ✓ Cover letter stating the total lump sum fee.
  - ✓ **Appendix B, Cost Proposal**
- d) **Forms to Accompany Proposal:** **Appendix E** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- e) **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- f) **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than **2:00 p.m. (P.S.T) on November 29, 2022**. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- g) **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **November 15, 2022 at 10:00 a.m.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- h) **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The

City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

i) **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Method of Approach Including Equipment ----- 40%**
2. **Qualifications of Experience of Key Personnel ----- 25%**
3. **Qualifications of the Firm ----20%**
4. **Cost Proposal ---- 10%**
5. **References ---- 5%**

An additional **5%** of the total points possible - For use of renewable natural gas (RNG) in service fleets that meet State recycled organic waste content requirements AND/OR the provision of compost and mulch that qualify for City recycled organic waste procurement. While it is permissible to establish a charge or cost for use and/or provision of recycled organic waste products, the level of cost will be a factor in the City's decision to award bonus points and potentially the scoring of your cost proposal

**4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- a) **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- b) **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- c) **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **January 9, 2023** and will be conducted at in the meeting room in Building "A" at the City Corporation Yard at 2310 Placentia Avenue, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may

terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

**A. Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

- 6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

- 7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

**9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix E** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix E**.
- 12. Conditions to Agreement:** The selected Proposer will execute a Maintenance Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix D** to this RFP, which may be modified by the City.
- All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**
- Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.
- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix E**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to Planetbids. Proposers should check this web page daily for new information.

## APPENDIX A

### SCOPE OF WORK

#### 1. Generally

Furnish all labor, equipment, materials, and supervision to perform maintenance as described herein including, but not limited to, the following:

Using a modern mechanical or vacuum street sweeper, thoroughly sweep each improved street, medians, alleys, public parking lots in the City on a frequency as specified in this scope of work and dispose of collected debris in a legal manner. It is possible for a Proposer to use the City's facilities to store its street sweepers used for this operation. Naturally, any arrangement will involve the payment to City for the lease of such space. If Proposer desires to store its street sweepers in the City's facilities, then that should also be included in the Proposal. See **Exhibit** for City's Street Sweeping Route Maps.

#### 2. Definitions

- a. Curb Mile – measurement of curbing of streets and medians
- b. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to the City standard, which may require multiple passes depending on condition and width of street
- c. Curb-to-Curb – area within the curb limits of the street including medians, intersections, and street ends
- d. Holiday – all days observed by the City as holidays including: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (including the following Friday), Christmas Eve & Christmas Day, New Year's Eve.
- e. Inclement Weather – weather conditions that prohibit the effective operation of sweeping operations, such as heavy rain or winds
- f. Debris – litter, rubbish, leaves, sand, dirt, garbage, and other foreign material
- g. Street – all paved dedicated public rights-of-way within the existing or future corporate limits of the City
- h. Median – A raised area separating different lanes, traffic direction, or roadways within a street including turn lanes.
- i. Re-sweep – sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation
- j. Special Sweep – sweep involving unusual conditions such as traffic hazards, parades, and similar events billed at an hourly rate including travel time. If appropriate, prior

approval from Street Superintendent, Traffic Operations Supervisor or other assigned agent.

- k. Travel Speed – sweeper operator must maintain a speed of no more than seven miles per hour while the sweeping head is lowered in the operating position.
- l. City Representative – The administering officer of the City of Costa Mesa.

### **3. Working Hours**

Working hours for the sweeping of residential areas shall be between the hours of 8:00 AM and 3:30 PM, Monday through Friday. Working hours for arterial routes and commercial routes shall be between the hours of 11:00 PM and 6:00 AM, Monday through Friday. Some 'specialty routes' may be swept between 6:00 AM and 8:00 AM if so posted. No street sweeping shall be required or permitted on weekends or City holidays.

### **4. Equipment**

All equipment used by the Proposer shall be kept in good condition both in mechanical operation and general appearance for all work completed within City limits. All Contract work shall only be performed with equipment suitable to produce the quality of work as identified in section (f) Level of Maintenance. All equipment shall be subject to the city's approval prior to use. The Proposer shall ensure, in addition to the newer sweepers, a second sweeper to be maintained for emergency backup use only and shall require City approval prior to its utilization. This secondary sweeper shall meet all attributes herein identified in this section. The Proposer shall ensure that all equipment utilized to perform sweeping services in the City is no more than three (3) years old. All sweepers shall include but not be limited to the following attributes:

- a. Appropriate safety markings and lighting for highway and city street use. This shall include all flashing and warning lights, clearance lights, and flags as is required by State, Federal, and City regulatory codes for both night and day operations.
- b. A regenerative air system to reduce polluted air from exiting the vehicle.
- c. Gutter brooms with diameters of at least 43".
- d. Spray water system for dust suppression - A hopper with at least 6 cubic yards of capacity.
- e. Global Positioning System (GPS). All primary street sweepers shall have installed a GPS that will enable the City to view via computer internet where the sweepers are at all times. The cost of the entire GPS system will be the responsibility of the selected vendor and the system must be capable of the following:
  - 1. The system shall be internet based and the selected vendor shall provide to the City a minimum of two (2) accounts to have full access to the site.
  - 2. The system shall be capable of gathering and reporting the following real time data; speed, direction, location on a map, address, distance traveled, brooms up or down water on or off.

3. The sweepers' path of travel superimposed on a map.
4. Generating an email alert whenever sweeper speeds exceed 6 mph or sweeper non-movement for periods in excess of one hour.
5. Generating daily reports of sweeper activity including the previously required elements.
6. Maintaining the data for a period of 90-days, after which data will be downloaded to the City for storage.
7. Two way voice or text messaging communication between the City and the individual sweepers must be available.
8. GPS system must be up and running within 30 days of signing the agreement.

## **5. Additional Equipment**

The successful bidder will be required to have in its fleet, a bike lane/Mini sweeper to be utilized on a weekly basis to cover current and future delineated bike lanes and other small project areas throughout the City. The City currently utilizes the Madvac LS175 and is requesting a similar unit to complete the requested work.

The bike lane/Mini sweeper shall include but not limited to the following attributes.

- a. Street legal with appropriate safety markings and lighting for city street use. This shall include all flashing and warning lights, clearance lights flags and markers as required by state, federal, and City regulatory codes for both night and day use.
- b. Should have a maximum vehicle width of 48 inches.
- c. Should have a variable broom span of 48 inches up to 72 inches.
- d. Water spray system for dust suppression.
- e. A hopper capacity of 1.5 to 2 cubic yards.
- f. GPS tracking software.

## **6. Level of Maintenance**

All work shall be performed in accordance with the highest maintenance standard.

Standards, schedules, and frequencies may be modified as deemed necessary by the City for the proper maintenance of the sites. Due to various street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have the curb-gutter perimeters of each raised median swept, including turnouts. Street-grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean shall mean minimal debris residual or tailings left on the swept surface following the completion of a pass of the street sweeping machine. No

sweeper shall blow debris onto private property. All dust suppression systems shall be as mandated by AQMD.

A significant number of City streets are posted no parking for street sweeping or have alternate side postings during designated hours on various days of the week. Proposer shall adhere to established schedules for sweeping posted streets. The Proposer shall coordinate sweeping operations with Parking Control Officers from the City of Costa Mesa Police Department.

The Proposer is required to sweep City owned parking lots, including those for City facilities, parks and parking districts, adjacent to streets along the scheduled route.

Alternative means to sweep locations such as street ends and inaccessible portions of parking lots will be considered. Alternatives must be included in this proposal and approved by the City Representative prior to the start of the contract. Because of existing parking restrictions posted to accommodate existing sweeping routes, if you would plan to change the established routes or schedules, you must include such proposed changes in your proposals so that the City may evaluate costs of implementing such changes. All proposed changes must be reviewed and approved by the City Representative and if needed, City Council prior to implementation.

The Proposer is required to correct deficiencies within the time specified by the City. Re-sweeps of the deficient area will be at no additional cost to the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

## **7. Provisions for Extras**

No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved by the City in writing before the work is commenced. The Proposer will be required in the approved Agreement to provide before and after photographs of safety items or emergency repairs required by the City. Documentation of contract compliance may be required at the discretion of the City.

## **8. Water**

The successful Proposer shall contact the Mesa Water District and the Irvine Ranch Water District (Districts) to obtain legal access to water to meet the contract requirements. The Proposer shall be responsible for all costs associated with the access to and continued use of water provided by the Districts.

## **9. Disposal**

The collection, transfer, and/or disposal of all debris collected during the course of all street sweeping services as specified in this Proposal and an approved Agreement shall be the responsibility of the Proposer to dispose of in a legal manner that meets all City, State, County of Orange and Federal laws, regulations, or other applicable statutes. The City of Costa Mesa assumes no responsibility for any violations, fines, fees or other liability that may arise from improper debris disposal practices. Disposal at the City Corporation Yard will not be permitted. The cleaning and maintenance of any street sweeping machine may not take place on City

property or public streets, except as may be included in an approved Agreement allowing use of the City Yard facilities.

#### **10. Records and Schedule**

The Proposer shall keep accurate records concerning all of his/her employees or agents and provide the City with names and telephone numbers of emergency contact employees.

The Proposer shall complete a monthly maintenance report indicating work performed and submit this completed report to the City Representative. This report should also contain a description of work performed, including man-hours, equipment, and any additional work, which the Proposer deems to be beyond the scope of the contract. Payment for this work will not be authorized unless the additional work and the costs thereof are first approved by the City. **A telephone log will be submitted monthly of all calls from the City of Costa Mesa Public Services Department and the City of Costa Mesa Police Department to the Proposer, whether or not those calls require a request for service, and a description of the action taken from the City call.**

#### **11. Emergency Services**

The Proposer shall provide the City with a 24-hour emergency telephone number to contact a Proposer representative authorized to dispatch appropriate equipment and operators when emergency maintenance conditions occur during hours when the Proposer's normal work force is not present in the City of City of Costa Mesa. The Proposer shall dispatch equipment to said emergency **within (1) hour from receiving notification. Failure to do so will result in a penalty of \$200 per occurrence.**

#### **12. Proposer Office**

Proposer is required to maintain an office within a one (1) hour response time of the city limits and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Proposer by radio or pager. Proposer shall have a maximum response time of thirty (1) hour to all emergencies. There will be no storage of equipment or materials on City property, except as may be expressly provided in any approved Agreement.

#### **13. Schedules**

The Proposer must sweep utilizing the City's established street sweeping routes and schedules for all regularly scheduled street sweeping schedules and posted parking restriction unless otherwise approved by the City. Street sweeping must be at an effectiveness level of 90% or above. The effectiveness level is determined by what percentage of the route is missed on an annual basis, for any reason. An overall annual effectiveness rating of less than 90% for any route is considered unacceptable and may result in non-renewal of the contract or a reduction in payment.

#### **14. Performance During Inclement Weather**

- a) During the periods when inclement weather or Santa Ana wind conditions prevents normal operations, the Proposer shall adjust his/her work force as directed by the City Representative and shall only be paid for sweeping actually done.
- b) Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- c) The Proposer shall immediately notify the City Representative, Traffic Operations Supervisor or other assigned agent when the work force has been removed from the job site due to inclement weather or other reasons.

The Proposer shall perform **200 curb miles of special sweeping requests** in support of City events for each contract year at the request of the City. These sweeps are not re-sweeps of an area not swept properly but rather an additional sweep that is not part of the regular schedule. These may be used to clean before and after a traffic hazards, parades, and similar events, or for other City needs.

The Proposer shall perform **250 curb miles of inclement weather sweeps** for each contract year at the request of the City. These sweeps are not re-sweeps of an area not swept properly but are additional sweeps that are not part of the regular schedule.

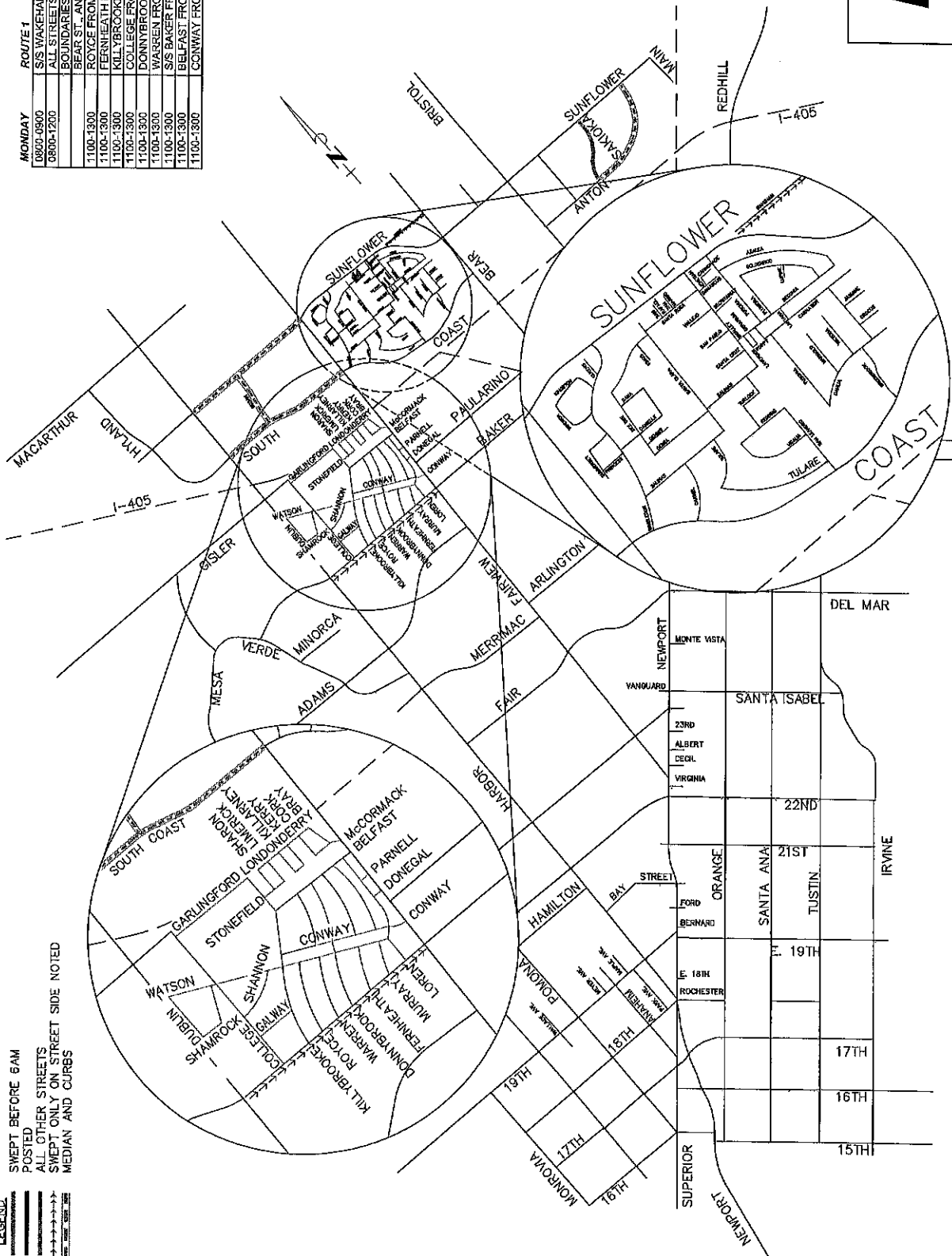
If, in the judgment of the City, the level of maintenance is less than specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Proposer until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Proposer and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standards.

Proposer shall be required to comply with all NPDES Permit requirements, AQMD requirements (including but not limited to those set out in Attachment C), and all other applicable federal, state, county or city ordinances dealing with sweeping of streets, water quality, air quality, hazardous wastes and rubbish disposal. Any and all sweeper breakdowns shall be reported immediately to the Public Works Director, or designated representative.

**EXHIBIT**  
**CITY'S STREET SWEEPING ROUTE MAPS**

**LEGEND:**  
 SWEPT BEFORE 6AM  
 POSTED  
 ALL OTHER STREETS  
 SWEPT ONLY ON STREET SIDE NOTED  
 MEDIAN AND CURBS

| MONDAY    |  | ROUTE 1                                                                                                  |
|-----------|--|----------------------------------------------------------------------------------------------------------|
| 0800-0900 |  | S/S WAKEHAM PLACE                                                                                        |
| 0900-1200 |  | ALL STREETS AT NORTH END, INSIDE THE BOUNDARIES OF FAIRVIEW ROAD, SUNFLOWER AVE., BEAR ST., AND 405 FWY. |
| 1100-1300 |  | ROYCE FROM WATSON TO BAKER                                                                               |
| 1100-1300 |  | FERNEATH FROM BELFAST TO CONWAY                                                                          |
| 1100-1300 |  | KILLYBROOKE FROM BAKER TO WATSON                                                                         |
| 1100-1300 |  | COLLEGE FROM WATSON TO GARLINGFORD                                                                       |
| 1100-1300 |  | DONNYBROOK FROM BAKER TO WATSON                                                                          |
| 1100-1300 |  | WARREN FROM BAKER TO WATSON                                                                              |
| 1100-1300 |  | S/S BAKER FROM COLLEGE TO MCCLINTOCK                                                                     |
| 1100-1300 |  | BELFAST FROM FAIRVIEW TO KILLYBROOKE                                                                     |
| 1100-1300 |  | CONWAY FROM KILLYBROOKE TO WARREN                                                                        |



REVISION DATE: 5-10-10

# ROUTE 1

LEGEND

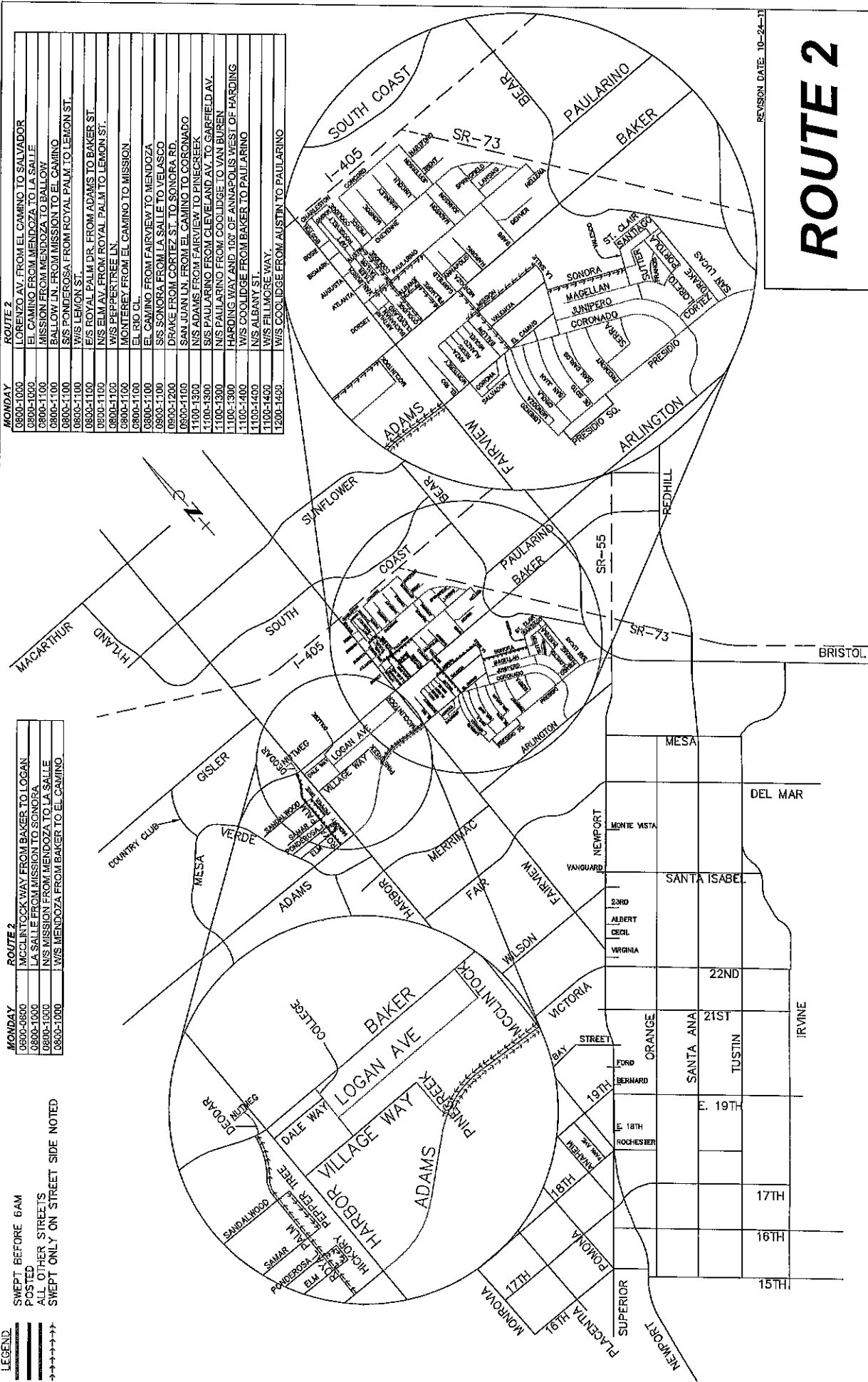
SWEPT BEFORE 6AM  
POSTED  
ALL OTHER STREETS  
SWEPT ONLY ON STREET SIDE NOTED

MONDAY

| TIME      | ROUTE 2                              |
|-----------|--------------------------------------|
| 0800-0900 | MCCLINTOCK WAY FROM BAKER TO LOGAN   |
| 0900-1000 | LA SALLE FROM MISSION TO SONORA      |
| 1000-1100 | NIS MISSION FROM MENDOZA TO LA SALLE |
| 1100-1200 | NIS MENDOZA FROM BAKER TO EL CAMINO  |

MONDAY

| TIME      | ROUTE 2                                          |
|-----------|--------------------------------------------------|
| 0800-1000 | LORENZO AV. FROM EL CAMINO TO SALVADOR           |
| 0900-1000 | EL CAMINO FROM MENDOZA TO LA SALLE               |
| 0900-1100 | MISSION FROM MENDOZA TO BALLOW                   |
| 0900-1100 | BALLOW LN. FROM MISSION TO EL CAMINO             |
| 0900-1100 | S/S PONDEROSA FROM ROYAL PALM TO LEMON ST.       |
| 0900-1100 | S/S LEMON ST.                                    |
| 0900-1100 | E/S ROYAL PALM DR. FROM ADAMS TO BAKER ST.       |
| 0900-1100 | NIS ELM AV. FROM ROYAL PALM TO LEMON ST.         |
| 0900-1100 | WIS PEPPER TREE LN.                              |
| 0900-1100 | MONTEREY FROM EL CAMINO TO MISSION               |
| 0900-1100 | EL RIO CL.                                       |
| 0900-1100 | EL CAMINO FROM FAIRVIEW TO MENDOZA               |
| 0900-1100 | S/S SONORA FROM LA SALLE TO VELASCO              |
| 0900-1100 | DRAKE FROM CORTEZ ST. TO SONORA RD.              |
| 1100-1300 | SAN JUAN LN. FROM EL CAMINO TO CORONADO          |
| 1100-1300 | NIS ADAMS FROM FAIRVIEW TO PINECREEK             |
| 1100-1300 | S/S PAULARINO FROM CLEVELAND AV. TO GARFIELD AV. |
| 1100-1300 | NIS PAULARINO FROM COOLIDGE TO VAN BUREN         |
| 1100-1300 | HARDING WAY AND 103 OF ANNAPOLIS WEST OF HARDING |
| 1100-1400 | WIS COOLIDGE FROM BAKER TO PAULARINO             |
| 1100-1400 | NIS ALBANY ST.                                   |
| 1100-1400 | WIS HILMORE WAY.                                 |
| 1200-1400 | WIS COOLIDGE FROM AUSTIN TO PAULARINO            |



ROUTE 2

REVISION DATE: 10-24-11



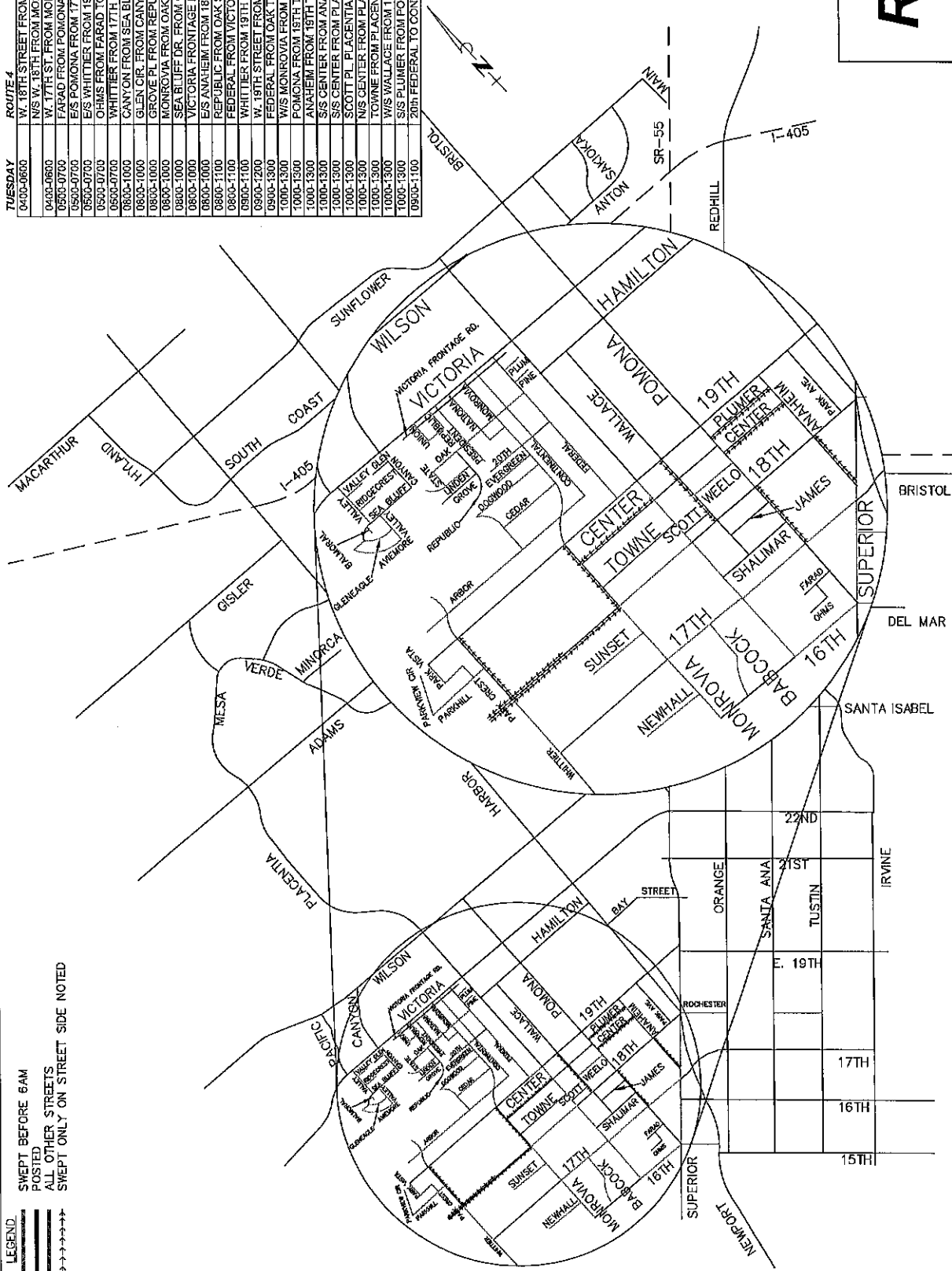
LEGEND

SWEPT BEFORE 6AM  
POSTED  
ALL OTHER STREETS  
SWEPT ONLY ON STREET SIDE NOTED

TUESDAY

ROUTE 4

|           |                                                                                                     |
|-----------|-----------------------------------------------------------------------------------------------------|
| 0400-0600 | W. 18TH STREET FROM MONROVIA TO DEAD END (EXCEPT N/S W. 18TH FROM MONROVIA TO SCHOOL PROPERTY LINE) |
| 0400-0600 | W. 17TH ST. FROM MONROVIA TO WHITTIER                                                               |
| 0500-0700 | FARAD FROM POMONA TO END                                                                            |
| 0500-0700 | E/S POMONA FROM 17TH TO 18TH                                                                        |
| 0500-0700 | E/S WHITTIER FROM 17TH TO 18TH                                                                      |
| 0500-0700 | OHMS FROM FARAD TO END                                                                              |
| 0500-0700 | WHITTIER FROM 17TH SOUTH TO END                                                                     |
| 0600-1000 | CANYON FROM SEA BLUFF TO GLEN CIR.                                                                  |
| 0600-1000 | GLEN CIR. FROM CANYON TO GLEN                                                                       |
| 0600-1000 | GROVE PL FROM REPUBLIC TO STATE                                                                     |
| 0600-1000 | MONROVIA FROM OAK TO VICTORIA                                                                       |
| 0600-1000 | SEA BLUFF DR. FROM CANYON DR. TO GLEN EAGLES TERRACE                                                |
| 0600-1000 | VICTORIA FRONTAGE RD. S/S - WEST END CUL DE SAC                                                     |
| 0600-1000 | E/S ANAHEIM FROM 18TH TO SUPERIOR                                                                   |
| 0600-1100 | REPUBLIC FROM OAK SOUTH                                                                             |
| 0600-1100 | FEDERAL FROM VICTORIA FRONTAGE TO BARRICADE                                                         |
| 0900-1100 | WHITTIER FROM 19TH ST. TO DARSOR                                                                    |
| 0900-1100 | W. 19TH STREET FROM FEDERAL TO PARK CREST                                                           |
| 0900-1300 | FEDERAL FROM OAK TO BARRICADE                                                                       |
| 0900-1300 | W/S MONROVIA FROM 19TH TO 18TH                                                                      |
| 1000-1300 | POMONA FROM 18TH TO 18TH                                                                            |
| 1000-1300 | ANAHEIM FROM 18TH TO 18TH                                                                           |
| 1000-1300 | S/S CENTER FROM ANAHEIM TO POMONA                                                                   |
| 1000-1300 | S/S CENTER FROM PLACENTIA TO POMONA                                                                 |
| 1000-1300 | SCOTT PL. PLACENTIA TO WALLACE                                                                      |
| 1000-1300 | N/S CENTER FROM PLACENTIA TO MONROVIA                                                               |
| 1000-1300 | TOWNE FROM PLACENTIA TO MONROVIA                                                                    |
| 1000-1300 | W/S WALLACE FROM 19TH TO 18TH                                                                       |
| 1000-1300 | S/S PLUMER FROM POMONA TO ANAHEIM                                                                   |
| 0900-1100 | 20th FEDERAL TO CONTINENTAL                                                                         |



REVISION DATE: 10-22-14

# ROUTE 4

SWEEP BEFORE 6AM  
POSTED  
ALL OTHER STREETS  
SWEEP ONLY ON STR

SWEPT BEFORE 6AM  
POSTED  
ALL OTHER STREETS  
SWEPT ONLY ON STREET SIDE NOTED

| TUESDAY ROUTE 5 |                 |
|-----------------|-----------------|
| 1200-1400       | S/S CORIANDER   |
| 1200-1400       | N/S CARAWAY DR  |
| 1200-1400       | W/S GINGER      |
| 1200-1400       | W/S MACE        |
| 1200-1400       | N/S WINTERGREEN |
| 1200-1400       | W/S CINNAMON    |
| 1200-1400       | E/S CORAL       |
| 1200-1400       | W/S CASSIA      |

TUESDAY ROUTE 5

|                                                     |           |
|-----------------------------------------------------|-----------|
| E/S PARSONS FROM BAY TO FORD                        | 0800-1000 |
| PARSONS FROM FORD TO BERNARD                        | 0800-1000 |
| BERNARD FROM HARBOR TO EAST END                     | 0800-1000 |
| FORD RD. FROM NEWPORT TO PARSONS                    | 0800-1000 |
| PARSONS FROM VICTORIA TO END                        | 0800-1000 |
| ANASHEIM FROM HAMILTON TO W. 19TH                   | 0800-1100 |
| YORKSHIRE FROM ANAHEIM TO MAPLE                     | 0900-1100 |
| BAY FROM MEYER TO MAPLE                             | 0900-1100 |
| BERNARD FROM HARBOR TO MAPLE                        | 0900-1100 |
| MAPLE FROM HAMILTON TO W 19TH ST.                   | 0900-1300 |
| CHARLE FROM HAMILTON TO BERNARD                     | 0900-1300 |
| SEAL ST. FROM MEYER TO ARNOLD                       | 1000-1200 |
| BEACH ST. FROM MEYER TO ARNOLD                      | 1000-1200 |
| SUN ST. FROM MEYER TO ARNOLD                        | 1000-1200 |
| COVE ST. FROM MEYER TO W. 19TH ST.                  | 1000-1200 |
| KNOWELL PL. FROM MAPLE TO MEYER                     | 1000-1200 |
| E/S WALLACE FROM W. 19TH ST. TO HAMILTON            | 1000-1400 |
| POMONA FROM HAMILTON TO W 19TH ST. (EXCLUDE SCHOOL) | 1000-1400 |
| NIS W 20TH FROM PLACENTIA TO POMONA                 | 0900-1100 |
| STERLING FROM POMONA TO ALLEY                       | 0900-1100 |

| TUESDAY   | ROUTE 5                              |
|-----------|--------------------------------------|
| 0800-1000 | WIS COLLEGE FROM WILSON TO VICTORIA  |
| 1000-1200 | RUTHERS FROM WILSON TO AVACADO       |
| 1200-1400 | WIS COLLEGE FROM WILSON TO AVACADO   |
| 1400-1600 | WIS COLLEGE FROM WILSON TO AVACADO   |
| 1600-1800 | SIS AVACADO FROM COLLEGE TO FAIRVIEW |
| 1800-2000 | SIS THURIN FROM BAY TO VICTORIA      |
| 2000-2200 | RAI CANITE                           |
| 0800-1000 | HAMILTON FROM THURIN TO HARBOR       |
| 1000-1200 | BAY FROM THURIN TO HARBOR            |
| 1200-1300 | HAMILTON FROM HARBOR TO PLACENTA     |
| 1300-1500 | POMONA FROM VICTORIA TO PLACENTA     |

EXPIRATION DATE: 10-28-14

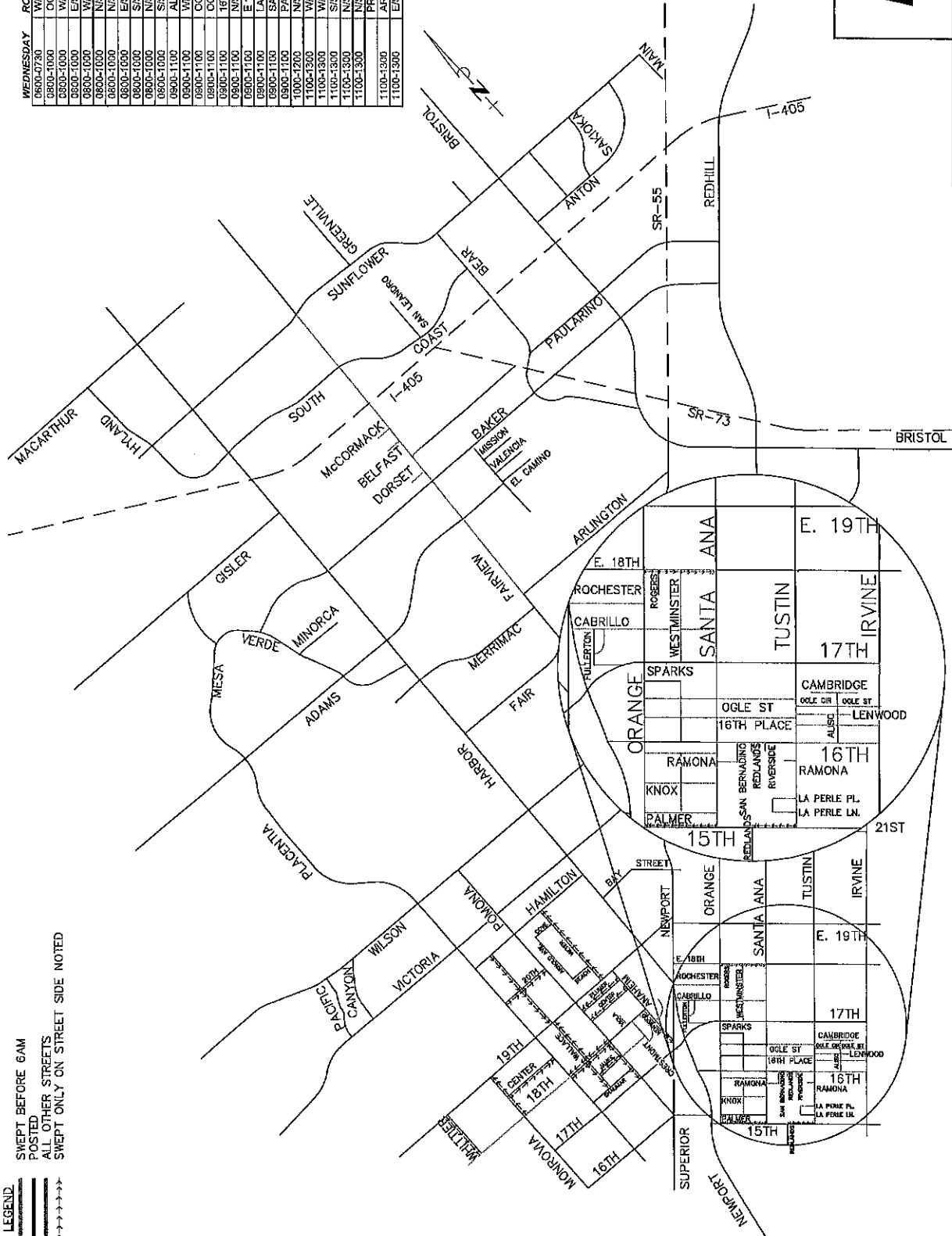
# ROUTE 5

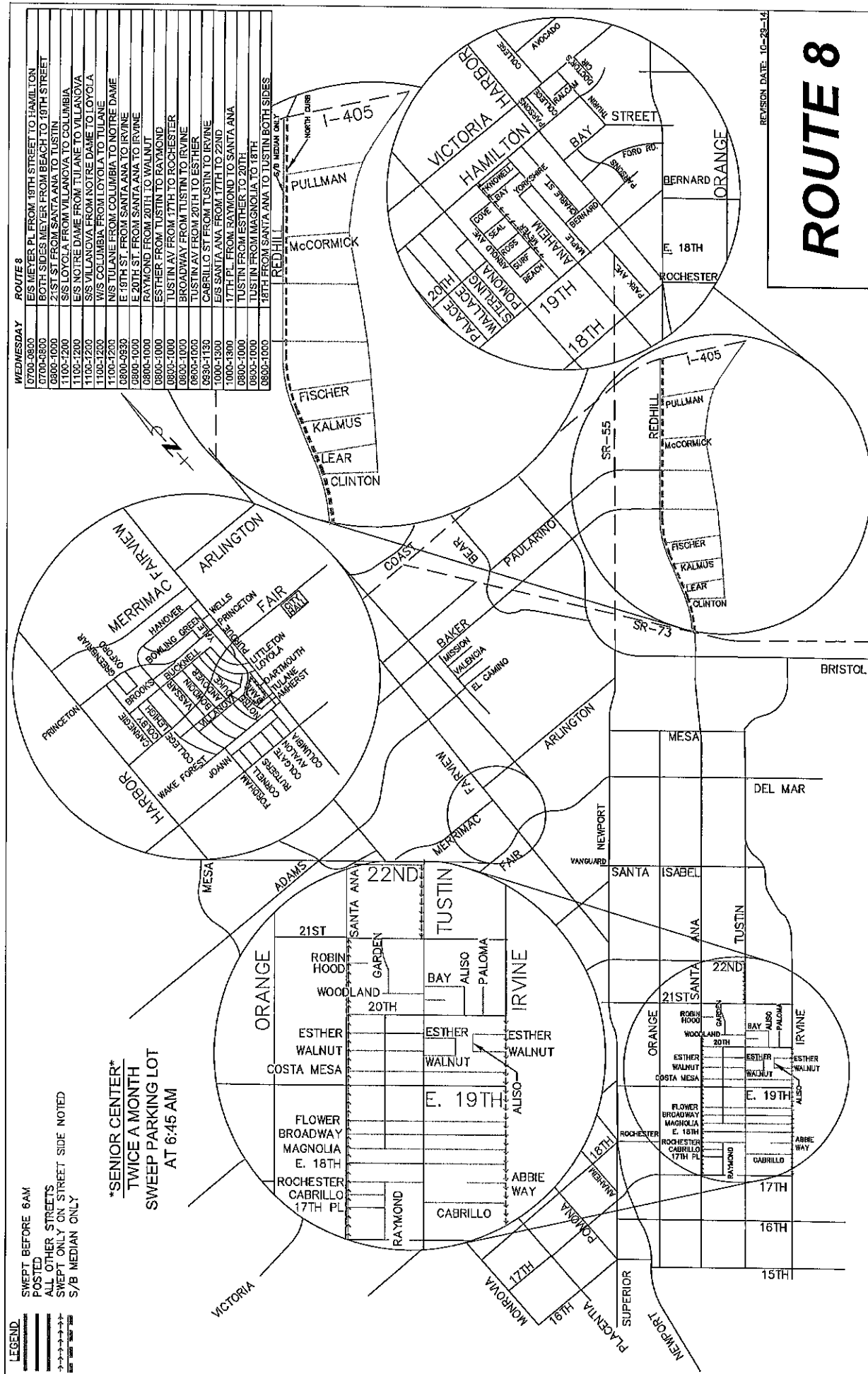


# LEGEND

SWEPT BEFORE 6AM  
 POSTED  
 ALL OTHER STREETS  
 SWEPT ONLY ON STREET SIDE NOTED

| WEDNESDAY | ROUTE 7                                    |
|-----------|--------------------------------------------|
| 0800-0730 | WIS WHITTIER FROM 18TH TO 19TH             |
| 0800-1000 | OGLE CIRCLE                                |
| 0800-1000 | WIS POMONA FROM 17TH TO 18TH               |
| 0800-1000 | E/S WALLACE FROM 18TH TO 19TH              |
| 0800-1000 | WIS WALLACE FROM 18TH TO 19TH              |
| 0800-1000 | WIS JAMES FROM WALLACE TO POMONA           |
| 0800-1000 | NIS PLUMER FROM ANAHEIM TO POMONA          |
| 0800-1000 | E/S MONROVIA FROM 18TH TO 19TH             |
| 0800-1000 | S/S CENTER FROM PLACENTIA TO MONROVIA      |
| 0800-1000 | NIS CENTER FROM POMONA TO ANAHEIM          |
| 0800-1000 | S/S 18TH FROM PLACENTIA TO POMONA          |
| 0900-1100 | ALISO AVE. FROM 18TH ST. TO CAMBRIDGE CIR. |
| 0900-1100 | WESTMINSTER FROM OGLE TO SPARKS            |
| 0900-1100 | OGLE FROM ALISO TO IRVINE                  |
| 0900-1100 | 16TH PL. FROM ORANGE TO SANTA ANA          |
| 0900-1100 | NIS E. 15TH ST. FROM TUSTIN TO REDLANDS    |
| 0900-1100 | E. 16TH ST. FROM NEWPORT TO TUSTIN         |
| 0900-1100 | LA PERLE LN. FROM TUSTIN TO LA PERLE PL.   |
| 0900-1100 | SANTA ANA FROM 16TH ST. TO E. 17TH ST.     |
| 0900-1100 | PALMER FROM ORANGE TO SANTA ANA            |
| 1000-1200 | NIS E. 15TH FROM ORANGE TO SANTA ANA       |
| 1100-1300 | WIS ANAHEIM FROM 18TH TO SUPERIOR          |
| 1100-1300 | WIS WALLACE FROM 19TH TO HAMILTON          |
| 1100-1300 | S/S W. 20TH FROM PLACENTIA TO POMONA       |
| 1100-1300 | NIS 18TH FROM PLACENTIA TO POMONA          |
| 1100-1300 | NIS W. 18TH FROM MONROVIA TO SCHOOL        |
| 1100-1300 | PROPERTY LINE                              |
| 1100-1300 | ARNOLD FROM COVE TO BEACH                  |
| 1100-1300 | E/S MEYER FROM W. 19TH ST. TO HAMILTON     |



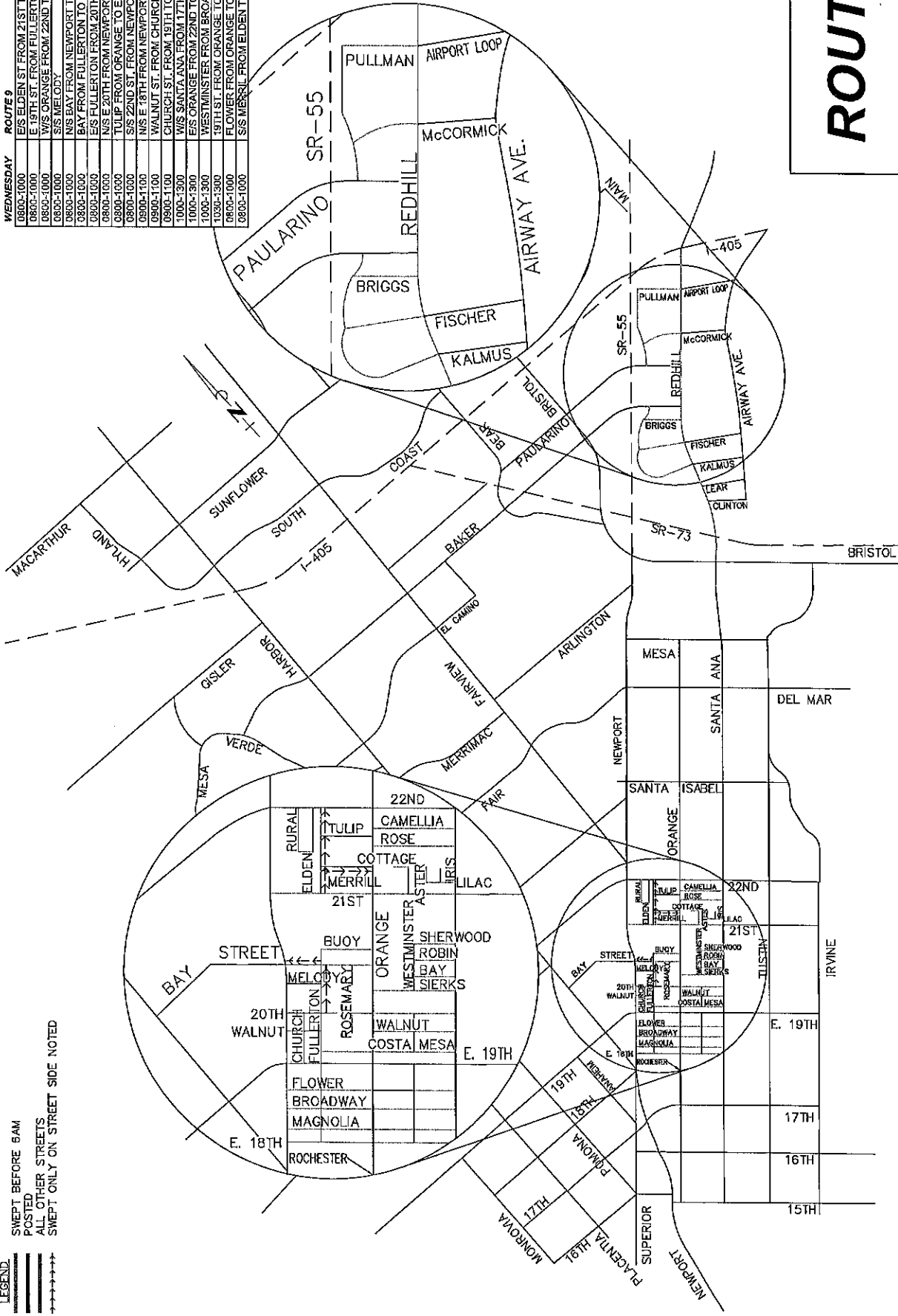


REVISION DATE: 10-28-14

# ROUTE 8

LEGEND:  
 SWEEP BEFORE 5AM  
 POSTED  
 ALL OTHER STREETS  
 SWEEP ONLY ON STREET SIDE NOTED

| WEDNESDAY | ROUTE 9                                |
|-----------|----------------------------------------|
| 0800-1000 | E/S ELDEN ST FROM 21ST TO 22ND         |
| 0800-1000 | E 19TH ST. FROM FULLERTON TO ORANGE    |
| 0800-1000 | W/S ORANGE FROM 22ND TO ROCHESTER      |
| 0800-1000 | S/S MELODY                             |
| 0800-1000 | N/S BAY FROM NEWPORT TO FULLERTON      |
| 0800-1000 | BAY FROM FULLERTON TO ORANGE           |
| 0800-1000 | E/S FULLERTON FROM 20TH TO BAY         |
| 0800-1000 | N/S E 20TH FROM NEWPORT TO ORANGE      |
| 0800-1000 | TULIP FROM ORANGE TO ELDEN             |
| 0800-1000 | S/S 22ND ST. FROM NEWPORT TO SANTA ANA |
| 0800-1000 | N/S E 18TH FROM NEWPORT TO ORANGE      |
| 0800-1000 | WALNUT ST. FROM CHURCH TO FULLERTON    |
| 0800-1000 | CHURCH ST. FROM 19TH TO 20TH           |
| 0800-1000 | W/S SANTA ANA FROM 17TH TO 22ND        |
| 0800-1000 | E/S ORANGE FROM 22ND TO ROCHESTER      |
| 0800-1000 | WESTMINSTER FROM BROADWAY TO 19TH      |
| 0800-1000 | 19TH ST. FROM ORANGE TO SANTA ANA      |
| 0800-1000 | FLOWER FROM ORANGE TO WESTMINSTER      |
| 0800-1000 | S/S MELODY FROM ELDEN TO ORANGE        |



REVISION DATE: 4-28-10

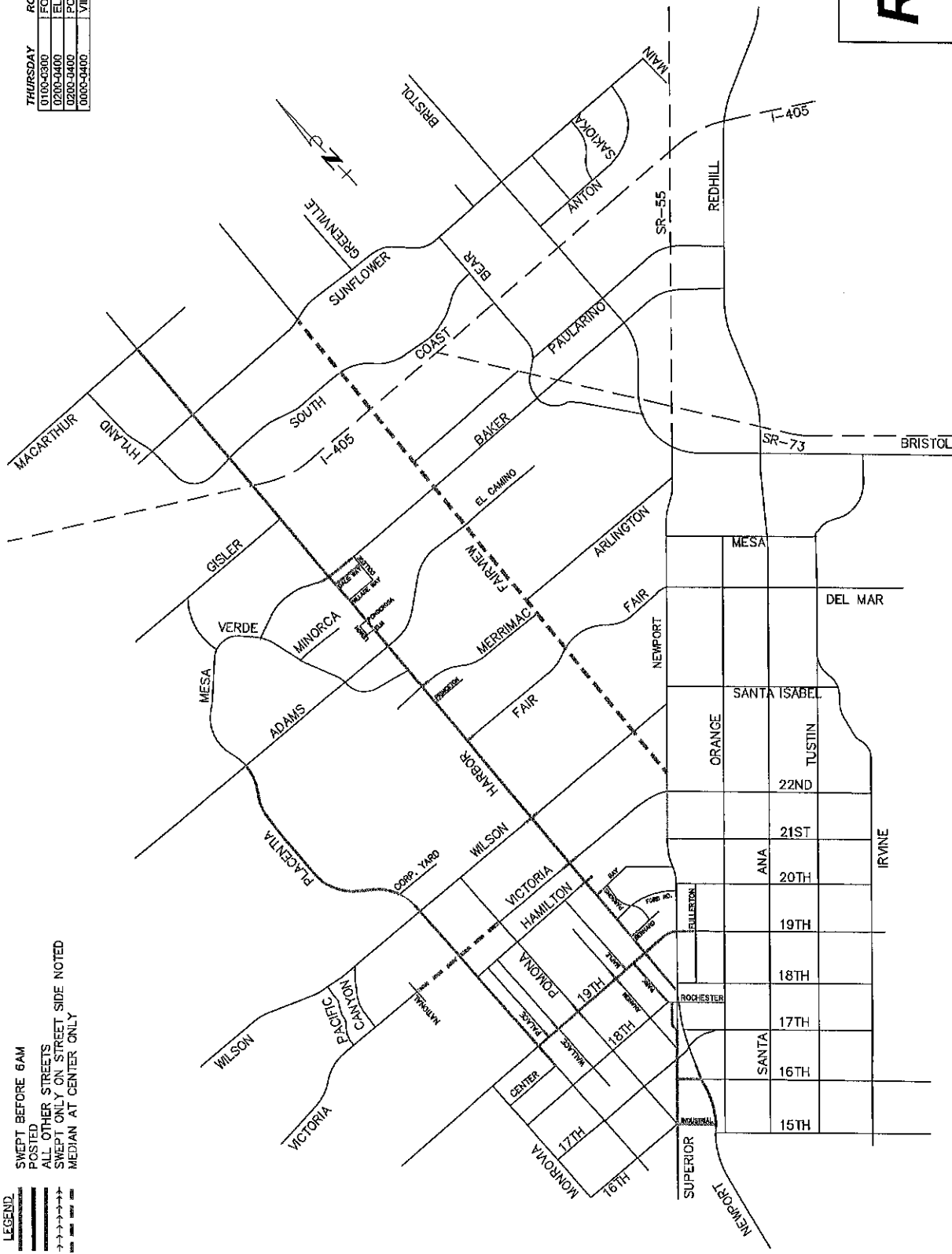
# ROUTE 9

LEGEND

SWEEP BEFORE 6AM  
 POSTED  
 ALL OTHER STREETS  
 SWEEP ONLY ON STREET SIDE NOTED  
 MEDIAN AT CENTER ONLY

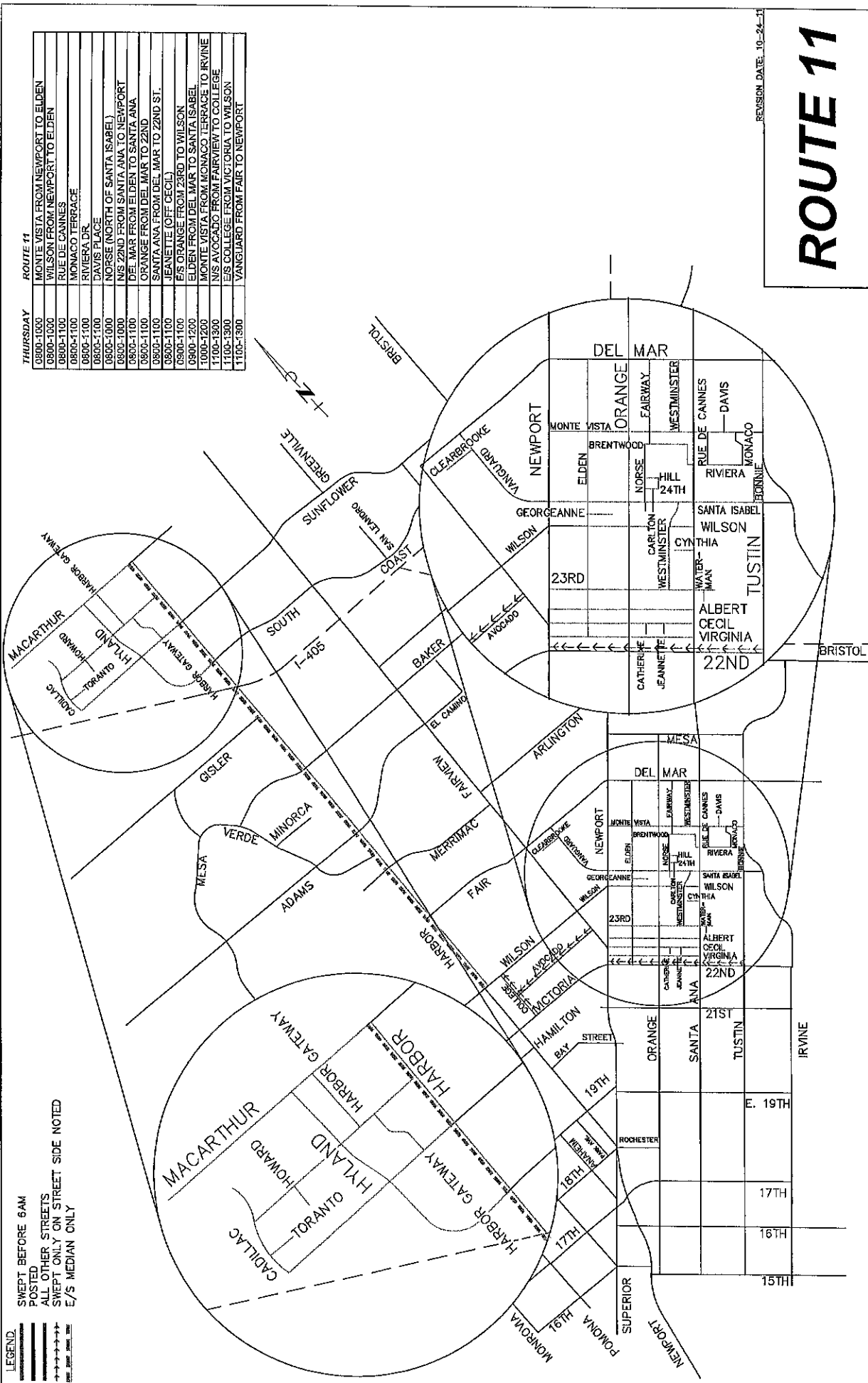
THURSDAY ROUTE 10

|           |                                    |
|-----------|------------------------------------|
| 0100-0300 | FORD RD. FROM HARBOR TO PARSONS    |
| 0200-0400 | ELM FROM HARBOR TO LEMON           |
| 0200-0400 | PONDEROSA FROM HARBOR TO LEMON     |
| 0000-0400 | VILLAGE WAY FROM HARBOR TO COLLEGE |

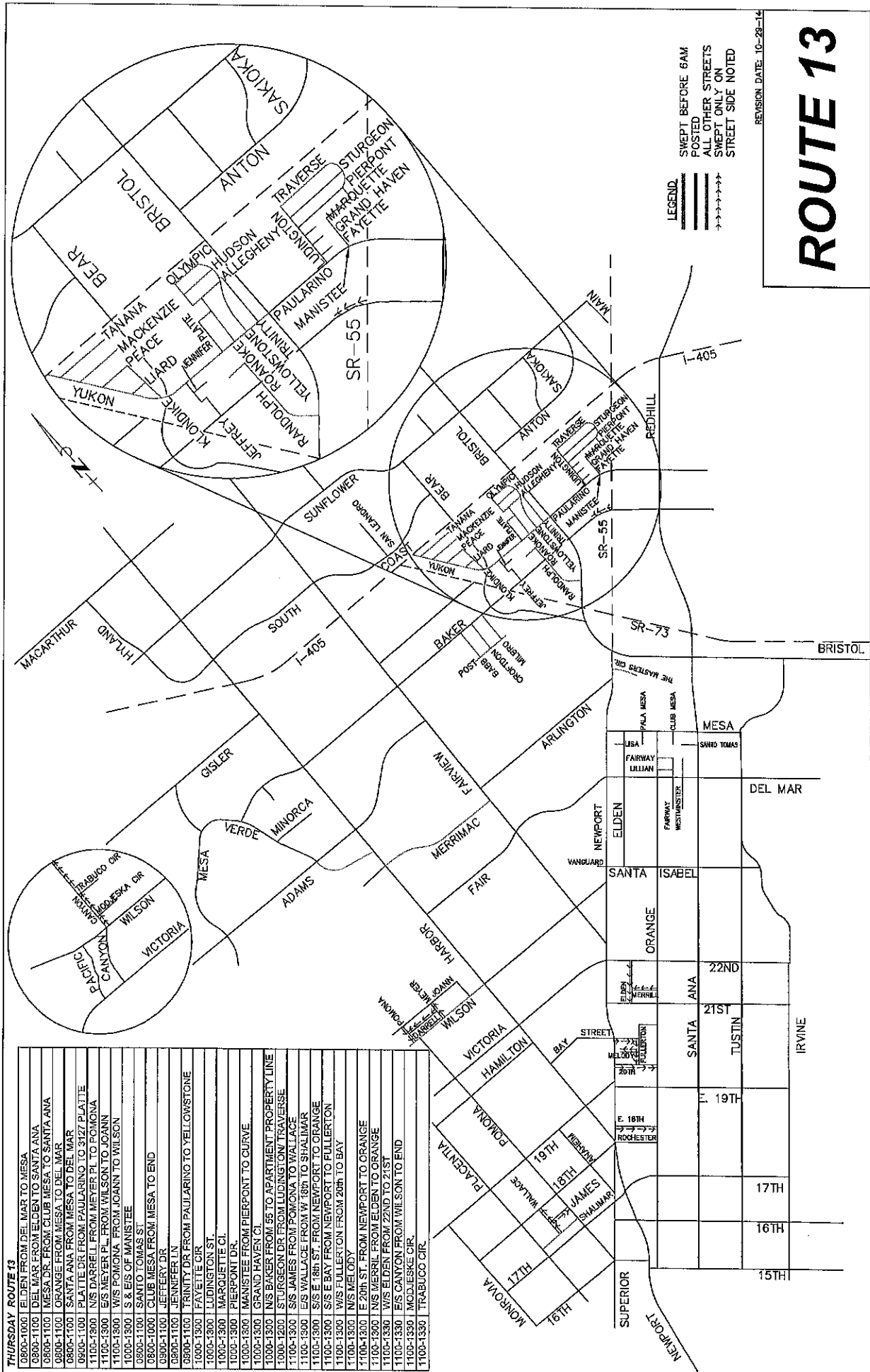


REVISION DATE: 4-26-10

# ROUTE 10

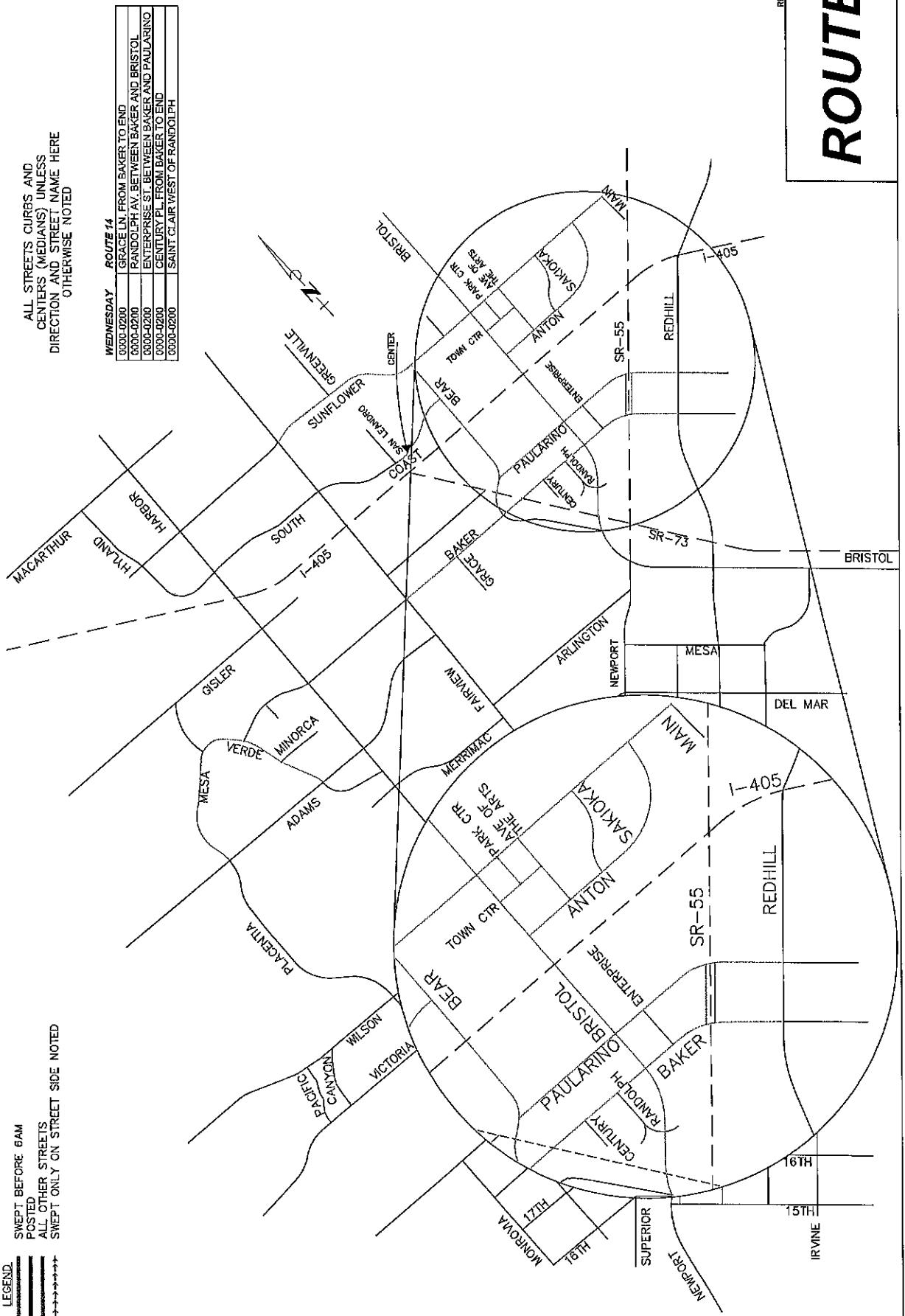






LEGEND

SWEEP BEFORE 6AM  
 POSTED  
 ALL OTHER STREETS  
 SWEEP ONLY ON STREET SIDE NOTED



ALL STREETS CURBS AND  
 CENTERS (MEDIANS) UNLESS  
 DIRECTION AND STREET NAME HERE  
 OTHERWISE NOTED

| WEDNESDAY | ROUTE 14                                   |
|-----------|--------------------------------------------|
| 0000-0200 | GRACE LN FROM BAKER TO END                 |
| 0000-0200 | RANDOLPH AV. BETWEEN BAKER AND BRISTOL     |
| 0000-0200 | ENTERPRISE ST. BETWEEN BAKER AND PAULARINO |
| 0000-0200 | CENTURY PL. FROM BAKER TO END              |
| 0000-0200 | SAINT CLAIR WEST OF RANDOLPH               |

REVISION DATE: 4-26-10

# ROUTE 14

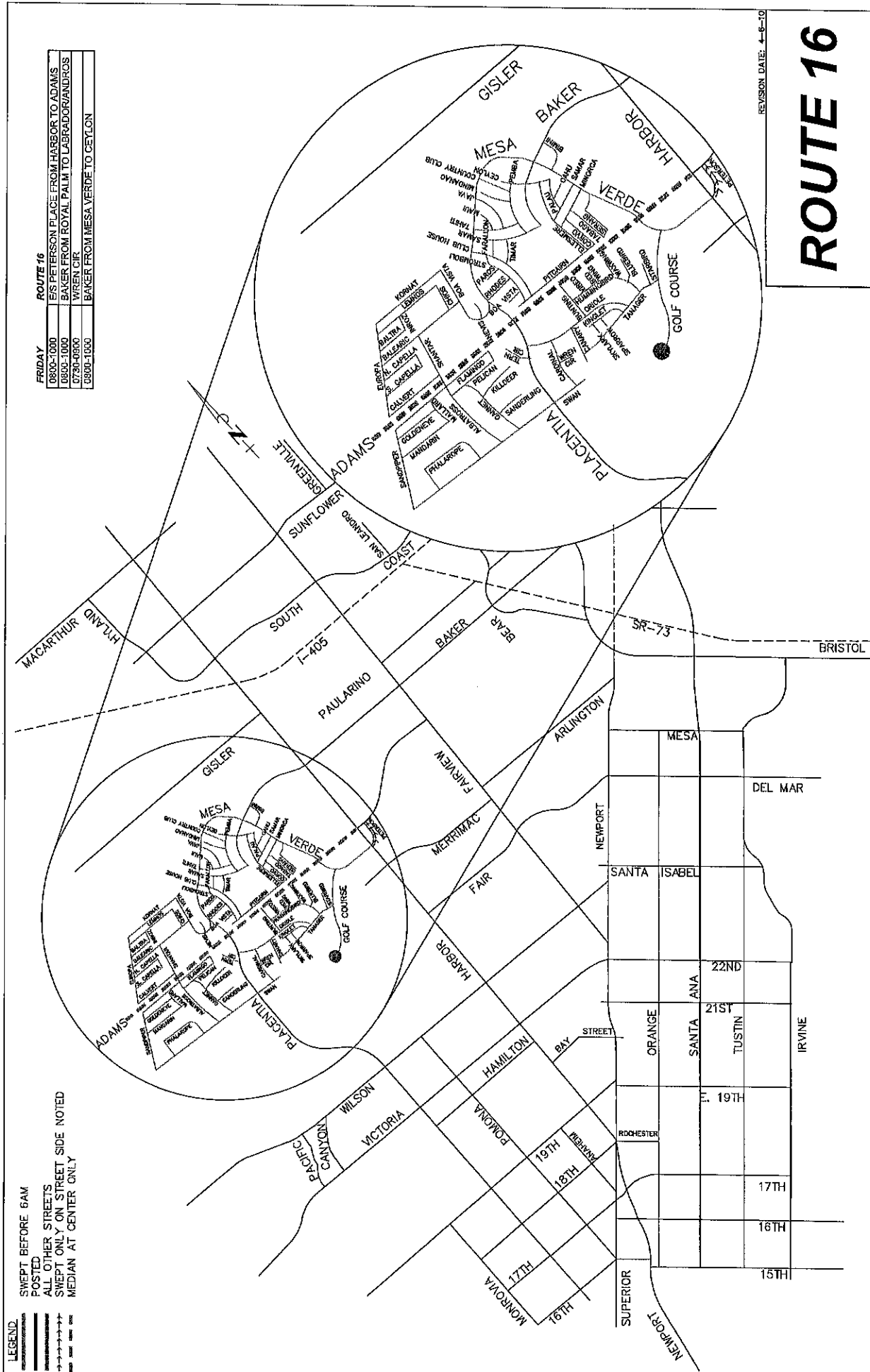


# ROUTE 16

| FRIDAY    | ROUTE 16                                 |
|-----------|------------------------------------------|
| 0800-1000 | ES PETERSON PLACE FROM HARBOR TO ADAMS   |
| 0900-1000 | BAKER FROM ROYAL PALM TO LABRADOR/ANDROS |
| 0730-0800 | WREN CIR                                 |
| 0800-1000 | BAKER FROM MESA VERDE TO CEYLON          |

REVISION DATE: 4-6-10

# ROUTE 16



## APPENDIX B

### COST PROPOSAL

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

| <b>ROUTE:</b>                                   | <b>Total Annual Cost<br/>(Weekly)</b> |
|-------------------------------------------------|---------------------------------------|
| Weekly Route 1 Total (211 Curb & Linear miles): | \$ _____                              |
| Weekly Route 2 Total (206 Curb & Linear Miles): | \$ _____                              |
| Weekly Route 3 Total (208 Curb & Linear Miles): | \$ _____                              |
| Weekly Route 4 Total (214 Curb & Linear Miles): | \$ _____                              |
| Weekly Extra Sweeps/Call Outs (8.65 miles):     | \$ _____                              |
| <b>Total Annual Cost</b>                        | <b>\$ _____</b>                       |

The Proposer agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.

Proposer is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all items installed and the Construction Documents and include all costs connected with such items; including but not limited to, materials, labor, overhead, and profit for the Proposer.

The unit prices quoted by the Proposer shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.

All work shall be performed in accordance with the specifications.

| WORK DESCRIPTION               | Unit Price |
|--------------------------------|------------|
| Cost Per Curb Mile             | \$ _____   |
| Hourly rate for special sweeps | \$ _____   |

### Cost Proposal Amount

Total Proposal Amount:

- In written words \_\_\_\_\_
- In figures \$ \_\_\_\_\_

CONTRACTOR Lawful Name: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_ Proposer's Initials: \_\_\_\_\_

PROPOSER License No. \_\_\_\_\_ Expiration: \_\_\_\_\_

PROPOSER Taxpayer I.D. Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PROPOSER Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

24-Hour Emergency Contacts:

\_\_\_\_\_ Telephone No.: (\_\_\_\_) \_\_\_\_\_

Name

\_\_\_\_\_ Telephone No.: (\_\_\_\_) \_\_\_\_\_

Name

\_\_\_\_\_ Telephone No.: (\_\_\_\_) \_\_\_\_\_

Name

If the proposal is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ Corporation

Taxpayer I.D. Number: \_\_\_\_\_

Can Sign

Must Sign

Name \_\_\_\_\_

☐
☐

Name \_\_\_\_\_

☐
☐

Name \_\_\_\_\_

☐
☐

If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

If the Proposer is a sole proprietorship or another entity that does business under a fictitious name, the Proposer shall be in the real name of the Proposer with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**APPENDIX C**  
**PREVAILING WAGE**

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

**APPENDIX D**

**SAMPLE**

**MAINTENANCE SERVICE AGREEMENT**

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH**

---

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and \_\_\_\_\_, a [state] [type of corporation] ("Contractor").

**W I T N E S S E T H :**

A. City proposes to utilize the services of Contractor as an independent contractor to provide maintenance of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations,

Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a

progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ years, ending on \_\_\_\_\_, 20\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

IF TO CITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Attn: \_\_\_\_\_

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-  
Attn:

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action,

complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
[Name]  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
[Name]  
[Title]

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**

**EXHIBIT C**  
**CITY COUNCIL POLICY 100-5**

|                     |                          |                           |             |
|---------------------|--------------------------|---------------------------|-------------|
| <b>SUBJECT</b>      | <b>POLICY<br/>NUMBER</b> | <b>EFFECTIVE<br/>DATE</b> | <b>PAGE</b> |
| DRUG-FREE WORKPLACE | 100-5                    | 8-8-89                    | 1 of 3      |

## BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

## PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

## **POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

| <b>SUBJECT</b>      | <b>POLICY<br/>NUMBER</b> | <b>EFFECTIVE<br/>DATE</b> | <b>PAGE</b> |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5                    | 8-8-89                    | 2 of 3      |

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

| SUBJECT             | POLICY<br>NUMBER | EFFECTIVE<br>DATE | PAGE   |
|---------------------|------------------|-------------------|--------|
| DRUG-FREE WORKPLACE | 100-5            | 8-8-89            | 3 of 3 |

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

## **APPENDIX E**

### **FORMS**

**Vendor Application Form**  
**Ex Parte Communications Certification**  
**Disclosure of Government Positions**  
**Disqualification Questionnaire**  
**Company Profile & References**  
**Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM  
FOR  
RFP No. 26-03 STREET SWEEPING SERVICES**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

|                                      |                                                        |
|--------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL  | <input type="checkbox"/> SOLE PROPRIETORSHIP           |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> UNINCORPORATED ASSOCIATION    |

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|-------|-------|-------|
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-03 FOR STREET SWEEPING SERVICES** at any time after **November 8, 2022**.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **November 8, 2022** with a City Councilmember concerning informal **RFP No. 26-03 FOR STREET SWEEPING SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

**COMPANY PROFILE & REFERENCES****Company Legal Name:**

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: \_\_\_\_Yes \_\_\_\_No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

**Contact person in reference to this solicitation:**

Telephone Number:

Facsimile Number:

Email Address:

**Contact person for accounts payable:**

Telephone Number:

Facsimile Number:

Email Address:

**Name of Project Manager:**

Telephone Number:

Facsimile Number:

Email Address:

## **COMPANY PROFILE & REFERENCES**

**(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:**

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

| Date | Name of Donor | Company/Business Affiliation | Name of Recipient | Amount |
|------|---------------|------------------------------|-------------------|--------|
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |
|      |               |                              |                   |        |

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Bidder/Applicant/Proposer

\_\_\_\_\_  
Date

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



**EXCLUSIVELY FOR**  
**COSTA MESA**

**STREET SWEEPING SERVICES**

**NOVEMBER 28, 2022**

**SCA OF CA, LLC**  
**1937 W 169TH STREET | GARDENA, CA, 90247**  
**OFFICE: 800.225.7316**



August 23, 2022

Public Works Departments  
City of Costa Mesa

Dear Sirs,

Enclosed is our proposal for providing a high-quality street sweeping program for the City of Costa Mesa.

This proposal contemplates following the schedule and time zones as laid out in the request for proposal. Cost proposal will be valid from July 1, 2023 thereon.

We serve more than 55 cities in southern California. We are committed to providing a high quality street sweeping program and high-quality customer service. Quality street sweeping is the primary business that SCA of CA, LLC engages in, not a secondary business endeavor.

We understand that the City of Costa Mesa is seeking quality reliable service. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I am the Director of Business Development, and I will serve as the contract contact for this project. I can be reached by phone at (800) 225-7316 x108, by cell at (310) 740-1601, or by email at [randerson@sweepingcorp.com](mailto:randerson@sweepingcorp.com).

Thank you for this opportunity. I hope we can be of service.

Sincerely,

SCA of CA, LLC  
16251 Construction Cir W  
Irvine, CA 92606

A handwritten signature in blue ink that reads "R. Anderson". The signature is stylized and cursive.

*Rick Anderson*  
Director of Business Development

**COMPANY INFORMATION**

**Business Name:** SCA of CA, LLC  
**Physical/Mailing/Remit to Address:** 16251 Construction Cir W, Irvine, CA 92606  
**Federal I.D. Number:** 86-1931812  
**Business Type:** LLC filing as C-corp  
**Telephone:** (800)225-7316

**Directors:**

|                 |                                    |
|-----------------|------------------------------------|
| Matthew Spenser | CEO                                |
| Erin Quinn      | Vice President and General Counsel |
| Tony Cincotta   | Regional Vice President            |

**ADDITIONAL INFORMATION**

**How many years has Bidder's organization been in business as a Contractor?**  
49 years

**Under what other or former names has Bidder's organization operated?**  
CleanStreet, Inc. conversion to CleanStreet, LLC filed January 25, 2021

**Has Bidder ever failed to complete any work awarded to it?**  
No

**PROJECT PERSONNEL**

David V. Padilla Jr., Regional Manager - California  
**Telephone:** (310)436-6510 **Email:** dpadilla@sweepingcorp.com

Jose Brito, Site Manager  
**Telephone:** (310)538-6986 **Email:** jbrito@sweepingcorp.com

Alex Farias, Operations Manager  
**Telephone:** (310)538-6903 **Email:** afarias@sweepingcorp.com

Cynthia Cruz, Billing Specialist  
**Telephone:** (310)436-6512 **Email:** ccruz@sweepingcorp.com

SCA of CA, LLC is the premiere street sweeping contractor in California. With over 47 years of experience in providing street sweeping services, SCA of CA, LLC has demonstrated that it can deliver the highest quality service.

SCA of CA, LLC enjoys the best reputation in the industry because of our proven ability to provide excellent service with punctuality and dependability.

There are 10 key components that insure that all streets will be swept properly and on time:

**1. Operator Training:**

Our street sweeper operator training program lasts two to four weeks. New operators are evaluated by veteran drivers and the regional driver supervisor. During the Introductory Period, trainees are evaluated on safety, performance and progress. Drivers in the training program must pass multiple tests before they are permitted to work alone. Approximately one out of every three trainees is offered permanent employment.

a. Pre-employment requirements for all trainees include:

1. Clean driving record, verified by current copy of Department of Motor Vehicles H6 printout
2. No accidents
3. Strong references
4. Pre-employment physical
5. Pre-employment drug testing

**2. Operator Retention:**

SCA of CA, LLC has a large staff of qualified sweeper operators because we have been successful in retaining employees.

Our company policy is keeping the same operators because they have the detailed knowledge and experience that will enable them to avoid complaints.

The most common and egregious complaint I hear about other sweeping companies from their municipal clients is the constant swapping of operators.

We achieve retention through excellent pay and benefits complemented by a family friendly working environment. We are very proud of our excellent staff.

**3. Equipment:**

We will provide these skilled operators with new or late-model sweepers that are in excellent operating condition and appearance.

SCA of CA, LLC equips its trucks with Global Positioning Satellite (GPS) systems. All of the real-time data is monitored by SCA of CA, LLC's dispatchers. This permits SCA of CA, LLC to monitor the driver's speed, time, and location and gutter broom activity.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules. Back-up equipment is available at all times.

**4. Equipment Maintenance:**

A key component of an effective sweeping program is high quality equipment repairs and maintenance. Broom changes and tire repairing will be performed at SCA of CA, LLC's headquarters located in Gardena. All preventative maintenance and repairs will be performed in Gardena.

We have a staff of 16 mechanics and helpers who are expert at sweeper repair and maintenance.

We have a full inventory of parts and supplies readily available. We have all necessary tools and equipment needed to repair virtually everything on a street sweeper.

**5. Back-up Sweepers:**

We will have back-up sweepers available at all times. We own and operate a tremendous fleet of sweepers that gives us depth and strong resources capable of dealing with any eventuality.

**6. Back-up Operators:**

We have over 80 full-time sweeper operators working throughout California. We have many highly qualified operators that could come in and perform well on very short notice.

The size of our staff gives us a tremendous advantage over our smaller, less qualified competitors.

**7. Supervision:**

Supervision is an important component of an intelligent street sweeping program. Rick Anderson has been with SCA of CA, LLC for over 30 years and has helped the company grow and diversify in new areas.

We are fortunate to have Rick Anderson and his experience, and he will be responsible for the day-to-day management and supervision of this contract.

**8. Complaint Handling:**

Our operators are encouraged to take as many passes as necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than six hours.

**9. Communication / Emergencies:**

All administrative staff will provide the City with cell phone numbers that can be used to reach us 24 hours a day, seven days per week.

Our sweeper operators will have cell phones for your convenience.

**10. Safety Program:**

SCA of CA, LLC differentiates itself from the competition by having an aggressive accident prevention program. We reward our operators for accident free driving.

We have regular safety meetings with employees to remind them of the importance of working accident-free.

Our pro-active emphasis on safety makes SCA of CA, LLC a stronger, healthier company. This is good for our employees, good for our clients and essential to our containing the tremendous cost of insurance.

|                                                                   |                                           |
|-------------------------------------------------------------------|-------------------------------------------|
| Public Agency: City of Fullerton                                  |                                           |
| Mailing Address: 1580 West Commonwealth Ave., Fullerton, CA 92833 |                                           |
| Contact: Jorge Gonzalez                                           | Title: Streets Supervisor                 |
| Phone: 714.738.5344                                               | Email: jorge.gonzalez@cityoffullerton.com |
| Scope of Work: Municipal Street Sweeping                          | Service Dates: 8/2019 - Current           |

|                                                   |                                   |
|---------------------------------------------------|-----------------------------------|
| Public Agency: City of Buena Park                 |                                   |
| Mailing Address: PO Box 398, Buena Park, CA 90621 |                                   |
| Contact: Mark Perumean                            | Title: -                          |
| Phone: 714.522.3577                               | Email: mperumean@edcodisposal.com |
| Scope of Work: Municipal Street Sweeping          | Service Dates: 6/2008 - Current   |

|                                                               |                                 |
|---------------------------------------------------------------|---------------------------------|
| Public Agency: City of Garden Grove                           |                                 |
| Mailing Address: 13802 Newhope Street, Garden Grove, CA 92843 |                                 |
| Contact: Karissa Yniguez                                      | Title: Sr. Program Specialist   |
| Phone: 714.741.5382                                           | Email: karissay@ggcity.org      |
| Scope of Work: Municipal Street Sweeping                      | Service Dates: 7/2006 - Current |

|                                                        |                                         |
|--------------------------------------------------------|-----------------------------------------|
| Public Agency: City of Fontana                         |                                         |
| Mailing Address: 8353 Sierra Avenue, Fontana, CA 92335 |                                         |
| Contact: Tanya Honeycutt                               | Title: Environmental Control Supervisor |
| Phone: 909.350.6772                                    | Email: thoneycutt@fontana.org           |
| Scope of Work: Municipal Street Sweeping               | Service Dates: 11/2008 - Current        |

|                                                    |                                  |
|----------------------------------------------------|----------------------------------|
| Public Agency: City of Rancho Cucamonga            |                                  |
| Mailing Address: 9890 Cherry Ave, Fontana, CA 9335 |                                  |
| Contact: Debbie Hansen                             | Title: Municipal Project Manager |
| Phone: 909.429.4200                                | Email: debbie@burrtec.com        |
| Scope of Work: Municipal Street Sweeping           | Service Dates: 9/2016 - Current  |

|                                                         |                                  |
|---------------------------------------------------------|----------------------------------|
| Public Agency: City of Ontario                          |                                  |
| Mailing Address: 1425 S. Bonview Ave, Ontario, CA 91761 |                                  |
| Contact: Daniel L. Leon                                 | Title: Public Works Supervisor   |
| Phone: 909.395.2632                                     | Email: dleon@ontarioca.gov       |
| Scope of Work: Municipal Street Sweeping                | Service Dates: 12/2003 - Current |

## **Personnel**

### **Supervisors**

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project run smoothly. Our supervisors are directly involved with each account and job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

SCA of CA, LLC knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping programs is an excellent value when you consider the cost and negativity generated by complaints.

### **Operators**

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a wonderful job in removing all leaf's, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the SCA of CA, LLC supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

### **Repair and Maintenance Crew**

SCA of CA, LLC has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

SCA of CA, LLC knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

### **Dispatchers**

The Dispatch and Operations department is the very nerve center of SCA of CA, LLC. It is from our experience that this position is very mission critical where oftentimes operational and sometimes financial decisions are made.

Our dispatchers make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep, or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

### **Disposal of Refuse and Debris**

SCA of CA, LLC shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the County. We will haul it to a legally established area for the disposal of solid waste.

### **Storage facilities**

SCA of CA, LLC will utilize their own storage facilities for all of the sweepers.

### **Equipment**

SCA of CA, LLC equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by SCA of CA, LLC dispatchers. This permits SCA of CA, LLC to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as Best Management Practice BMP in storm water regulations, to get the debris off the street before it is carried into the drain system.

All street sweepers that SCA of CA, LLC will deploy will be Tymco 2009 propane powered street sweepers compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times.

In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

### **Automated Parking Enforcement System**

When requested by the Contract Manager, SCA of CA, LLC shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. SCA of CA, LLC shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. SCA of CA, LLC shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor.

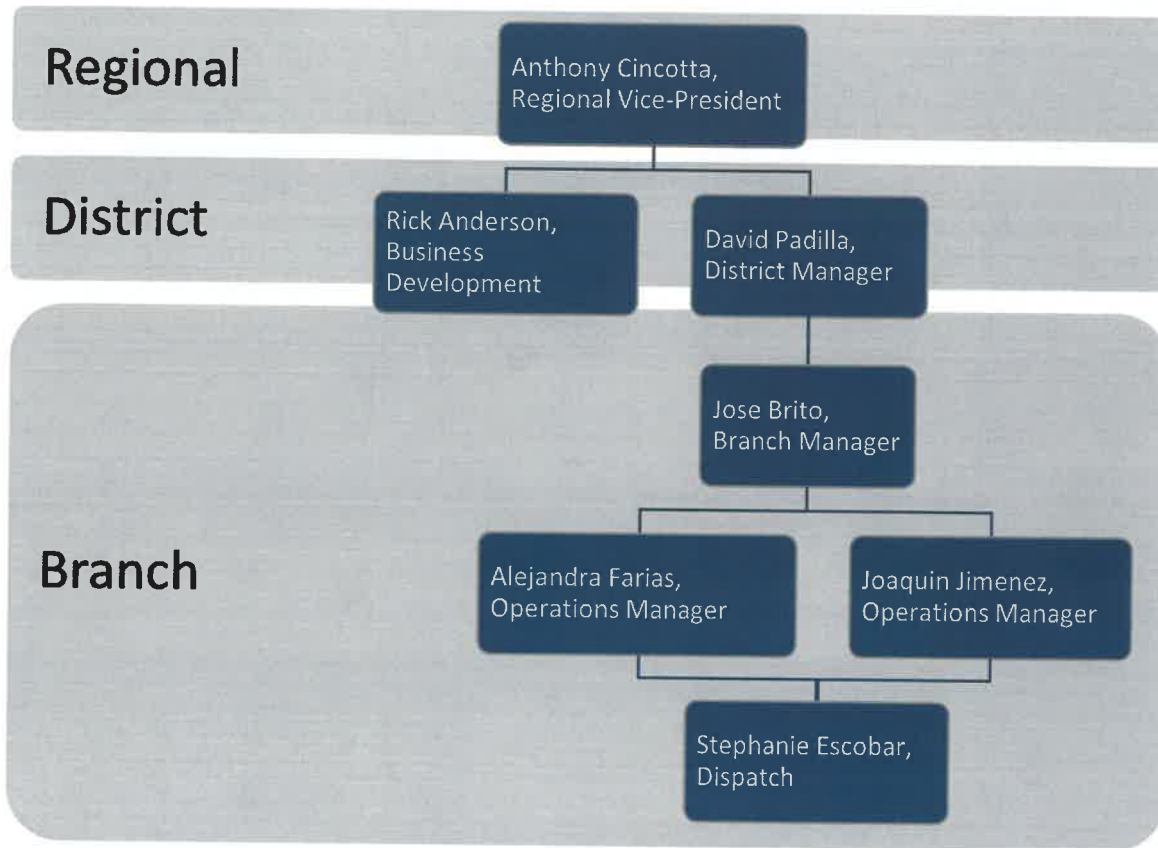
### **Routing**

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

### **Reports**

In order to suit the County, a tailor-made form will be created for each location awarded to SCA of CA, LLC. The following items can be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.



## **APPENDIX E**

### **FORMS**

**Vendor Application Form**  
**Ex Parte Communications Certification**  
**Disclosure of Government Positions**  
**Disqualification Questionnaire**  
**Company Profile & References**  
**Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM  
FOR  
RFP No. 26-03 STREET SWEEPING SERVICES**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: SCA of CA, LLC (previously known as CleanStreet,  
CleanStreet was acquired by SCA of CA, LLC)

Contact Person for Agreement: Rick Anderson

Title: Director of Business Development E-Mail Address: randerson@sweepingcorp.com

Business Telephone: 310.740.1601 Business Fax: -

Corporate Mailing Address: 4141 Rockside Road, Suite 100

City, State and Zip Code: Cleveland, OH 44131

Contact Person for Proposals: Rick Anderson

Title: Director of Business Development E-Mail Address: randerson@sweepingcorp.com

Business Telephone: 310.740.1601 Business Fax: -

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names &amp; Titles of persons with written authorization/resolution to sign contracts)

| Names                   | Title                                         | Phone               |
|-------------------------|-----------------------------------------------|---------------------|
| <u>Matthew Spenser</u>  | <u>CEO</u>                                    | <u>216.777.2750</u> |
| <u>Erin Quinn</u>       | <u>Vice President and<br/>General Counsel</u> | <u>216.777.2750</u> |
| <u>Anthony Cincotta</u> | <u>Regional Vice President</u>                | <u>702.600.1223</u> |
|                         |                                               |                     |
|                         |                                               |                     |
|                         |                                               |                     |

Federal Tax Identification Number: 86-1931812

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 26-03 FOR STREET SWEEPING SERVICES at any time after November 8, 2022.

  
Signature

Date: 11/28/2022

Rick Anderson

Print

OR

I certify that Proposer or Proposer's representatives have communicated after November 8, 2022 with a City Councilmember concerning informal RFP No. 26-03 FOR STREET SWEEPING SERVICES. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances in the following space.

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

**COMPANY PROFILE & REFERENCES****Company Legal Name:** SCA of CA, LLC

Company Legal Status (corporation, partnership, sole proprietor etc.): LLC filling as C-Corp

Active licenses issued by the California State Contractor's License Board:

Business Address: 16251 Construction Cir W, Irvine, CA 92606

Website Address: [sweepingcorp.com](http://sweepingcorp.com)

Telephone Number: 800.225.7316

Facsimile Number: -

Email Address: [randerson@sweepingcorp.com](mailto:randerson@sweepingcorp.com)

Length of time the firm has been in business: 49 years

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: \_\_\_ Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 86-1931812

Regular Business Hours: Mon - Friday 7am-4pm

Regular holidays and hours when business is closed: Memorial Day, Thanksgiving,  
Christmas Day, New Year's Day**Contact person in reference to this solicitation:** Rick Anderson

Telephone Number: 310.740.1601

Facsimile Number:

Email Address: [randerson@sweepingcorp.com](mailto:randerson@sweepingcorp.com)**Contact person for accounts payable:** Cynthia Cruz

Telephone Number: 310.436.6512

Facsimile Number:

Email Address: [ccruz@sweepingcorp.com](mailto:ccruz@sweepingcorp.com)**Name of Project Manager:** Jose Brito

Telephone Number: 310.200.7750

Facsimile Number:

Email Address: [jbrito@sweepingcorp.com](mailto:jbrito@sweepingcorp.com)

## **COMPANY PROFILE & REFERENCES**

**(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:**

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**\*\*seperate sheet attached\*\***

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

[illegible]

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
Bidder/Applicant/Proposer

11-28-2022  
Date

**APPENDIX B****COST PROPOSAL**

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

| <b>ROUTE:</b>                                   | <b>Total Annual Cost<br/>(Weekly)</b> |
|-------------------------------------------------|---------------------------------------|
| Weekly Route 1 Total (211 Curb & Linear miles): | \$ <u>365,367.60</u>                  |
| Weekly Route 2 Total (206 Curb & Linear Miles): | \$ <u>356,709.00</u>                  |
| Weekly Route 3 Total (208 Curb & Linear Miles): | \$ <u>360,172.80</u>                  |
| Weekly Route 4 Total (214 Curb & Linear Miles): | \$ <u>370,562.40</u>                  |
| Weekly Extra Sweeps/Call Outs (8.65 miles):     | \$ <u>14,978.60</u>                   |
| <b>Total Annual Cost</b>                        | \$ <u>1,467,791.00</u>                |

The Proposer agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.

Proposer is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all items installed and the Construction Documents and include all costs connected with such items; including but not limited to, materials, labor, overhead, and profit for the Proposer.

The unit prices quoted by the Proposer shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.

All work shall be performed in accordance with the specifications.

| WORK DESCRIPTION               | Unit Price       |
|--------------------------------|------------------|
| Cost Per Curb Mile             | \$ <u>33.30</u>  |
| Hourly rate for special sweeps | \$ <u>185.00</u> |

**Cost Proposal Amount****Total Proposal Amount:**

- In written words one million four hundred sixty-seven thousand seven hundred ninety-one dollars
- In figures \$ 1,467,791.00

CONTRACTOR Lawful Name: SCA of CA, LLCProposer's Name: Rick Anderson

Proposer's Initials: \_\_\_\_\_

PROPOSER License No. N/AExpiration: N/APROPOSER Taxpayer I.D. Number: 86-1931812Signature: R. AndersonDate: 11/28/2022PROPOSER Address: 16251 Construction Cir W, Irvine, Ca 92606Telephone Number: ( 310 ) 740.1601Fax Number: ( )**24-Hour Emergency Contacts:**Jose BritoTelephone No.: ( 310 ) 200.7750

Name

Rick De AndaTelephone No.: ( 949 ) 551.5151

Name

Telephone No.: ( )

Name

If the proposal is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ CorporationTaxpayer I.D. Number: 86-1931812

Can Sign

Must Sign

Name Matthew Spenser CEO☒☐Name Erin Quinn Vice President☒☐Name Tony Cincotta Regional Vice President☒☐

If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

If the Proposer is a sole proprietorship or another entity that does business under a fictitious name, the Proposer shall be in the real name of the Proposer with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**EXHIBIT C**  
**CITY COUNCIL POLICY 100-5**

| <b>SUBJECT</b>      | <b>POLICY<br/>NUMBER</b> | <b>EFFECTIVE<br/>DATE</b> | <b>PAGE</b> |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5                    | 8-8-89                    | 1 of 3      |

## **BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

## **PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

## **POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

| <b>SUBJECT</b>      | <b>POLICY<br/>NUMBER</b> | <b>EFFECTIVE<br/>DATE</b> | <b>PAGE</b> |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5                    | 8-8-89                    | 2 of 3      |

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

| <b>SUBJECT</b>      | <b>POLICY<br/>NUMBER</b> | <b>EFFECTIVE<br/>DATE</b> | <b>PAGE</b> |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5                    | 8-8-89                    | 3 of 3      |

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.