

# Attachment 1

## **CITY OF LAKE FOREST**

### **AGREEMENT FOR STREET SWEEPING SERVICES**

#### **1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 100 Civic Center Drive, Lake Forest 92630 ("City") and Arakelian Enterprises, Inc. dba Athens Services, a California corporation, with its principal place of business at 14048 Valley Blvd. Industry, CA 91746 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### **2. RECITALS.**

##### **2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain street sweeping services required by the City which shall be performance in accordance with the terms and conditions set forth in this Agreement and all plans, specifications and other contract documents attached to or incorporated into this Agreement. Contractor represents that it is experienced in providing street sweeping services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

##### **2.2 Project.**

City desires to engage Contractor to render such services for street sweeping services project ("Project") as set forth in this Agreement.

#### **3. TERMS.**

##### **3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the street sweeping services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.1.2 Term.** The base term of this Agreement shall be from July 1, 2023 to June 30, 2026 ("Base Term"), unless earlier terminated as provided herein. This Agreement may be renewed, upon request of Contractor, provided Contractor is not in material breach of the Agreement, for an additional one (1) year and another additional one (1) year thereafter, for a potential five (5)-year contract term, or as extended in accordance with Exhibit A, Section B.2..

Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth herein.

### 3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform supportive or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City, whose approval shall not be unreasonably withheld.

3.2.4 City's Representative. The City hereby designates Thomas Wheeler, P.E. Director of Public Works/ City Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 and Exhibit A of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Steven Librenjak, Division Vice President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his

best skill and attention, procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. City and Contractor agree to work closely with each other in Contractor's performance of Services and shall be available to each other at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions to the extent caused by the Contractor's sole failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations to the extent arising from Contractor's performance of Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability to the extent arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.10 .Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Prevailing Wage Laws may in the future be deemed to apply to the Services. If the Services being performed are deemed by the Department of Industrial Relations ("DIR") to be part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws and the Services shall be compensated as "Extra Work," as further defined in this Agreement. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. If the Prevailing Wage Laws are deemed to apply, to the Services, 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..

3.2.10.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with DIR. Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.2.10.3 It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-

exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

### 3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, written policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the laws and regulations of the City,

and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor must comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the City of Lake Forest Local Implementation Plan ("LIP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:  
<http://www.ocwatersheds.com/documents/damp/mapplan>

A copy of the LIP is available on the internet at: <http://www.lakeforestca.gov/296/Local-Implementation-Plan-LIP>

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

#### 3.2.13.5 Liability for Non-compliance.

(A) Indemnity: With respect to the laws, regulations, standards and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for to the extent arising from Contractor's noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement arising out of or in connection with the Services.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity, provided that Contractor approves defense counsel and any such settlement.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, policies and standards

described in Sections 3.2.13.2, 3.2.13.3 and 3.2.13.4 of this Agreement, or any other similar relevant water quality law, regulation, or policy.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed TWO MILLION TWO HUNDRED TWENTY-SIX THOUSAND FIFTEEN DOLLARS (\$2,226,015) without written approval of City's Mayor or City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein and only such disputed fees may be withheld.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary, or requested by Contractor subject to City approval which shall not be unreasonably withheld, for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Extra work includes, but is not limited to, changes in law, City-directed changes to the Services, changes to the applicability of the Prevailing Wage Law to the Services. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to the performance of Services. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Upon the material breach of this Agreement, City may terminate the whole or any part of this Agreement as specified in Exhibit A, Section G.4.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Arakelian Enterprises, Inc. dba Athens Services  
14048 Valley Blvd.  
Industry, CA 91746  
ATTN: Steven Librenjak, Division Vice President

City: City of Lake Forest  
100 Civic Center Drive  
Lake Forest, CA 92630  
ATTN: CITY CLERK

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Subcontractors. For the avoidance of doubt, the term "subcontractor" as used in this Agreement shall not include (i) third party operators or owners of waste disposal or processing facilities or (ii) subhaulers of waste.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, attorney fees and related costs and expenses, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors to the extent arising out of or in connection with the performance of the Services, the Project or this Agreement. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.6.1 Exception. Notwithstanding any provision in this Agreement to the contrary, Contractor shall not be required to defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, whatsoever, to the extent arising from or in connection to (i) any acts or omissions of third parties or (ii) the negligence, willful misconduct, violation of law, or breach of this Agreement by the City, its officials, officers, employees, volunteers and agents.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in

accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Non-appropriation. The City's liability under this Agreement shall not exceed the City's appropriation to fund the Agreement. If the City Council fails to appropriate funds for a fiscal year sufficient to allow the City to make timely payments to the Agreement under this Agreement for such fiscal year (excluding any amounts in dispute), then the Contractor shall have the right to stop work pending receipt of all past-due payments and evidence that sufficient funds have been appropriated or to terminate this Agreement. Any delay resulting from such suspension shall be deemed caused by the City. If requested by Contractor, the City shall provide information to the Contractor regarding the amounts appropriated for the Agreement.

### 3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF LAKE FOREST**

By:

Doug Cirbo

Mayor

ATTEST:

By:

City Clerk

**APPROVED AS TO FORM:**

By:

DocuSigned by:  
*Matthew Richardson*  
AE0F8B7C7BDD40D...

Best Best & Krieger LL P  
City Attorney

**ARAKELIAN ENTERPRISES, INC. DBA  
ATHENS SERVICES**

By:

DocuSigned by:  
*Ron Arakelian*  
B078A2397BA24C8...

Ron Arakelian, Jr.  
President

By:

DocuSigned by:  
*Michael Arakelian*  
15AC327C9CE84E9...

Michael Arakelian  
Secretary

## **Exhibit A**

# **CITY OF LAKE FOREST STREET SWEEPING MAINTENANCE SERVICES SCOPE OF SERVICES**

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### **Section A**

Primary objectives of the sweeping program are to:

- Establish and adhere to a regular schedule of performance for the sweeping of approximately 167.34 miles of arterial highways, which includes curbs, raised medians, painted medians, intersections and alleys and 254.93 curb miles of residential streets in the City of Lake Forest.

Contractor will be compensated based on the actual curb mileage for arterial and residential streets noted above; however, the City requires each arterial street to be uniformly cleaned gutter to gutter once per week and each residential street twice per month.

- Maintain gutter flow lines in streets and parking lots free of debris for free flow of water.
- Maintain a state of cleanliness for road and pedestrian safety consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California.
- Meet all Air Quality Management District (AQMD) street sweeping fleet requirements. The City of Lake Forest prefers that all sweepers used for arterial and residential sweeping are powered by alternative fuel sources (e.g. compressed natural gas, liquefied natural gas, electric, propane, etc.).
- NPDES – meet or exceed NPDES permit requirements for the San Diego Regional Water Quality Control Board (SDRWQCB) and the Santa Ana Regional Water Quality Control Board (SARWQCB) MS4 Permit to reduce pollutants. The City utilizes street sweeping as a method of preventing urban pollutants (i.e. sediment, trash, debris, leaves) from entering the Storm Drain System and the Contractor's performance is an integral part of meeting this requirement.

## Section B

### 1. Definition of Terms

#### a. Agreement/Contract

Terms “Agreement” and Contract” are used interchangeable and shall mean this document and its exhibits for street sweeping in the City of Lake Forest.

#### b. City

Term “City” shall mean the City of Lake Forest, California, its officers, employees, or representatives. City may be more narrowly defined where appropriate as the Director of Public Works/City Engineer.

#### c. Contractor

Term “Contractor” shall mean the person, corporation, or partnership, its officers, employees or representatives performing street sweeping services under contract with the City.

#### d. Curb Mile

Term “Curb Mile” shall equal 5,280 feet, by length, of street (curb to curb) and is the measurement used to determine compensation under this contract. Compensation Curb Mile value shall be rounded to the nearest whole mile.

#### e. Debris

Term “Debris” shall mean all litter, rubbish, leaves, sand, dirt, silt, garbage, obstructions and all other foreign material to be removed from paved streets with a mechanical street sweeper.

#### f. May

Term “May” shall be permissive.

#### g. Shall

Term “Shall” shall be mandatory.

#### h. Streets

Term "Streets" shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City of Lake Forest which are paved.

i. Street Sweeping/Sweepings

Term "Street Sweeping" and "Sweepings" shall mean the removal, by mechanical street sweepers, or manually by the sweeper operator, of all debris from all portions of listed City parking lots, streets, including but not limited to street intersections, the areas adjacent to curbs and raised medians, left-turn pockets, painted center striped medians on arterial streets, median bull-noses, dead spots and cross-gutters. This includes all debris removed from streets, by street sweeping vehicles, equipment, manually by hand and tools.

2. Meet and Confer

Prior to the culmination of the Base Term of the Agreement and each one (1) year extension of the Agreement, as specified in Section 3.1.2 of the Agreement, the City and Contractor shall meet and confer to discuss the further extension of the Agreement or a restated long-term contract. If City and Contractor are unable to agree on a mutually acceptable extension or contract, the agreement will expire as provided in Section 3.1.2 of the Agreement.

3. Services Requested

Services shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, disposal costs, and all other items incidental thereto and to perform all work necessary as specified, for machine street sweeping or manual sweeping. Contractor shall provide his own yard for parking, maintenance, and storage of all equipment. City requires a dedicated driver(s), and any material changes to the Services shall require discussion and approval by the City, which shall not be unreasonably withheld.

a. Water

Contractor shall furnish all water required for performance of this contract by first making arrangements with the various governing water districts and shall pay all fees and comply with all requirements thereof. Contractor acknowledges that all sweepers are equipped with, and all drivers instructed in the proper use of, approved hydrant wrenches and anti-surge/eddy valves. In the event Contractor encounters an inoperable or "dead" fire hydrant, Contractor shall report hydrant's condition and location to the governing water district within twenty-four (24) hours.

4. Routine/Scheduled Sweeping and Cleaning



The routine sweeping includes the recurring sweeping of all arterial, industrial collector, and residential streets on the current mileage inventory. Street sweeping of all streets shall be done in accordance with the Street Sweeping Schedule and Maps in **Exhibit C**. Sweeping shall be performed weekly on arterial highways and on specified collector/residential streets (Monday through Friday). Local street sweeping generally follows waste (trash) pick-up schedule by one day, shall be on the consistent scheduled days each month during the first and third week of every month, and shall not occur before 7:30 a.m. Arterial highway and specified collector/residential sweeping may occur in the early morning hours except when noise complaints require a later start time or as otherwise referenced. Contractor shall adjust start times of sweeping as directed without a change in compensation. No arterial highway sweeping shall occur during peak hours of 6:00 a.m. to 9:00 a.m. or 4:00 p.m. to 7:00 p.m.

Streets designated by the City as “no parking during sweeping hours” shall be swept by Contractor during routine/scheduled sweeping with the specified and posted No Parking hours. Sweeping of these streets shall be initiated by Contractor within two hours of the beginning of the specified and posted No Parking hours and shall be fully completed before the end of said hours.

Street Sweeping and Cleaning includes intersection dead spot cleaning and other street sweeping within the right of way, and sweeping outside of the right of way so designated hereinbelow:

- a. Currently the only areas manually swept/blown are around the Civic Center (City Hall) 100 Civic Center Dr. Lake Forest 92630. Areas maintained are underneath parking structure staircases, around blocking blocks, electric vehicle charging stations and parking structure pillars.
- b. Sweeping of City-owned park parking lots in Lake Forest shall be done once per month between 10pm and 6am in accordance with the area schedule and proposed as a per visit cost per park.
- c. Lake Forest City-owned park parking lots are as follows (See Exhibit C for map):
  - Heroes Park – 25420 Jeronimo Road
  - Darrin Park – 22461 Cherry Avenue
  - Rancho Serrano Park – 20842 Paseo Sombra
  - Etnies Skatepark – 20028 Lake Forest Drive
  - Concourse Park – 18931 Saddleback Ranch Road
  - Foothill Ranch Community Park – 19422 Rue De Valore
  - Borrego Park – 26982 Cabriole
  - Tamarisk Park – Tamarisk at Peachwood
  - Baker Ranch Community Park – 26380 Rancho Parkway
  - Lake Forest Sports Park – 28000 Rancho Parkway

- Lake Forest Civic Center (Includes Two-Story Parking Garage) – 100 Civic Center Drive and spaces in front of Administration Building.
- Portola Park – 28040 Glenn Ranch Road

## 5. Extra Sweeping

The City requires residential street sweeping twice per month. There may be times when there would be three weeks or more between scheduled sweeps. If the City requests additional sweeping during this or other similar extended periods of time, the extra sweeping shall constitute “Extra Work.” For the avoidance of doubt, the City intends for extra sweeping to be accomplished under the same conditions and requirements as the normally scheduled twice per month sweeping.

There may be areas and/or individual streets that the City may request more frequent sweeping. For example, some commercial areas may need to be swept weekly to reduce tree litter debris during the Fall season or reduce trash and debris to an acceptable level as described in the scope of work. If the City requests more frequent sweeping for certain areas and/or individual streets, then the extra sweeping shall constitute “Extra Work.” For the avoidance of doubt, the City intends for extra sweeping to be accomplished under the same conditions and requirements as the normally scheduled twice per month sweeping.

## 6. Special Street Sweeping

Occasional street sweeping of special events, spills, and unusual conditions or any other sweeping requested by the City, not included in routine/scheduled sweeping, may be required of the Contractor. Such work shall constitute “Extra Work.” Billing for special sweeps will be based on an hourly rate with travel time included to and from nearest sweeper’s location as in accordance with the then-approved fee schedule. Street sweeper shall temporarily postpone scheduled sweeping and respond immediately to the location. Contractor’s response time shall not exceed one (1) hour once contact has been made to Contractor’s office or field personnel by City staff. Scheduled sweep will resume once special sweep has been completed. Contractor will contact City personnel when special sweep has been completed so location may be inspected and verified for cleanliness. Special sweeps are between the hours of 7:30 a.m. and 5:30 p.m.

### a. City 4<sup>th</sup> of July Parade

The Contractor shall at no additional cost to the City provide street sweeping along the parade route before and after the City’s annual 4<sup>th</sup> of July parade. The parade route contains approximately 8 curb miles which includes approximately 1.5 median curb miles and .75 painted median miles. The pre parade route shall be swept the

evening of July 3<sup>rd</sup> and completed prior to 3am on July 4<sup>th</sup> and the post parade route shall be swept after 3pm on July 4<sup>th</sup>.

## 7. Emergency Sweeping

Contractor may be required to perform occasional emergency sweeping to include non-hazardous spills, accident clean-ups and unusual conditions which would require non-scheduled after-hours, weekend and holiday responses. Responses to City-requested field location emergency sweeps shall be within one (1) hour of notification by City. Contractor shall provide City with name and phone number of contact persons for after-hours emergency sweeps. Emergency sweeps are between the hours of 5:30 p.m. and 7:30 a.m. Emergency sweeps shall constitute Extra Work. Invoice for emergency sweeping is based on an hourly rate with travel time included to and from nearest sweeper's location in accordance with the then-approved fee schedule.

### a. Response to Emergency Services

The Contractor shall respond to emergency notification requests from the City or Orange County Sheriff's Dispatch (whichever initiated contact for emergency response) within 15 minutes for instructions by City staff. Failure to respond to request within time allowed shall invoke a performance deficiency deduction. Contractor shall have manpower, equipment and materials at designated location within one (1) hour from the time of work order issuance. By submitting a proposal, the Contractor commits to being able to provide manpower and equipment on Saturdays, Sundays, holidays and overtime, when requested.

## 8. Re-sweeps

Re-sweeps are those required of the Contractor when, after reasonable inspection by the City, are demonstrated by City as not to meeting the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California, or when a street or section has been missed during the regularly scheduled street sweeping. Re-sweeps are completed at the expense of the Contractor. Contractor shall notify City representative when re-sweeps are scheduled and upon completion.

- a. Response to re-sweeps shall be within twenty-four (24) hours after being notified by City representatives and are to be completed at the expense of the Contractor.
- b. High profile and safety-related residential re-sweeps, as determined by City, shall be completed prior to 3:30 p.m. the same day Contractor was notified by City representative.
- c. Arterial re-sweeps shall be completed prior to 6:00 a.m. the following day after contact by City representative and are to be completed at the expense of the

Contractor. High profile and safety-related arterial re-sweeps shall be completed prior to 4:00 p.m. the same day Contractor was notified by City representatives.

### Section C

#### a. Sweeping Practices and Standards of Performance

##### a. Areas of Street

Areas of street shall include curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, City-owned park parking lots, and all intersection cross-gutters. Noses or ends of curbed medians, arterial intersection turn pockets, and arterial intersection center areas shall be maintained as requested and included within the curb mile price. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweep days. Excluded from areas to be swept are those that would cause damage to the equipment used. While Contractor is normally responsible for the 8' strip (sweeper width), curb to curb sweeping, or a portion of, may be needed at some locations due to unforeseen circumstances and shall be included within the curb mile price.

##### b. Flow of Traffic

Sweeping shall be accomplished in the same direction as traffic flow at all times during sweeping.

##### c. Water

Water shall be used during all sweeping operations to minimize dust, except when requested by City staff. Enough water should be used to minimize dust, but not an excessive amount to create runoff. Water costs shall be borne by the Contractor. Contractor shall demonstrate approval from the governing water district allowing access to the water supply.

##### d. Warning Devices

Vehicles shall be equipped with top-mounted warning lights (rotating or beacon) visible for 360 degrees or comparable traffic safety lights when sweeping. A rear-mounted left/right arrow stick shall be required for all arterial and bike lane sweepers.

##### e. Sweeping Speed

Sweeping speed shall be adjusted to street and debris condition with a maximum speed of eight miles per hour (8 MPH). City streets swept while driver exceeds eight miles per hour (8 MPH) will be re-swept in their entirety at Contractor's expense. In addition, a verbal warning will be given for the first violation. A written warning will be given for the second violation, and a "Failure to Perform" notice will be issued upon the third violation (see Section G.3, Failure to Perform, and G.4, Default).

Contractor shall not allow any debris to enter storm drain inlets (catch basins) as a result of any of their operations. **At the location of City catch basins that are equipped with debris shields, or gates, the sweeping operation shall pause by reducing speed to one mile per hour (1 mph) to pick up all collected debris in front of entwined within the debris shields, grates, or gates. If debris cannot be removed mechanically by the sweeper in front of storm drain inlet debris shields or gates, debris shall be manually removed from the sweeping path by the sweeping operator rather than going around it.** The extra effort cost for manual clean up in front of storm drain inlets (catch basins) shall be included in the contract cost per curb mile.

f. Extra Effort

Sweeping shall normally consist of a single pass over an area; however, the Contractor shall make additional passes or such extra effort as may be required to adequately clean the street. Heavy debris shall be removed unless the removal cannot be accomplished without damage to equipment or infliction of personal injury. Extra effort will be required when sweeping equipment leaves a dirt/silt smear in its swept pathway. Such extra effort will be strictly enforced during and after windy conditions and storm weather. The cost for any extra effort hereunder shall be included in the contract cost per curb mile.

g. Obstructions

Non-swept or non-sweepable items such as small tree limbs, palm fronds, rocks, silt, mud, trash and debris shall be manually removed from the sweeping path by the sweeping operator rather than going around it. Heavy debris build up that results in debris piles behind the sweeper shall be removed from the roadway and gutter prior to the end of the same working shift. The cost for any extra effort shall be included in the contract cost per curb mile. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, construction or landscape contractor debris, mudslides, furniture, bulky items, etc. shall be immediately reported to the City when the location cannot be swept. Contractor may go around homeowner landscaping debris, landscape company or construction debris only when all of the following conditions are met:

1. Source of debris is obvious and not natural accumulation. Debris should be bagged and/or disposed of by party responsible.
2. Contractor notified City within twenty-four (24) hours. Contractor is not responsible for areas missed because of parked vehicles and other personal property such as toys, bicycles, basketball hoops, and skateboard ramps.

h. Level of Cleanliness

Contractor shall remove all loose debris obstructions and material normally picked up and removable by a fully operational mechanical street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Debris swept onto residential and arterial driveway aprons, sidewalks, and access ramps will require additional passes by the sweeper operator. If debris cannot be re-swept, the driver/sweeping contractor will be responsible for the manual clean-up. Clean-up will be completed at time of occurrence at Contractor's expense.

1. Notification of Non-Sweeping

Contractor shall provide City representatives on a daily basis (when applicable) with list of all streets not swept when regular sweeping schedule is interrupted for any reason and shall deduct said street(s) from the sweeping billing for that day. Contractor shall provide a list of streets not swept to the City by text, telephone or email by the end of the workday. The City shall notify the Contractor by text, telephone or email on non-sweeping conditions due to inclement weather. The City's notification will serve as a non-sweep day and will not be paid for by the City unless an alternative sweeping schedule is coordinated by the Contractor and is submitted to the City for approval.

i. Quality of Sweeping

Street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears, and visual dust consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California.

j. Storage of Equipment

The City of Lake Forest will **not** provide for storage of street sweeping related items. The Contractor is responsible to make arrangements for the storage of materials, and supplies. Notwithstanding any provision in this Agreement to the contrary, no later than five days after the mutual execution of this Agreement, the

City will issue a permit to provide Contractor 24/7 access to City parking facilities adjacent to City Hall for the parking or storage of Contractor sweepers used in the performance of work.

## Section D

### 1. Equipment Requirements

Quality and quantity of the equipment used by Contractor for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein. The City requires an absolute minimum of one (1) primary sweeper and one (1) backup sweeper. Primary sweepers shall be a combination vacuum/broom function within the same unit and shall be used exclusively for the City under this agreement. The back-up sweeper shall be mobile or vacuum/broom equivalent and shall be made available in case of breakdown of primary sweeper or sweepers. A total of at least two (2) sweepers shall be available to perform street sweeping services.

Vacuum/broom-type sweepers shall be used for the scheduled sweeping of residential streets/arterial streets. All sweeping equipment used by Contractor for the City shall have the same curb mile cost. All equipment used by Contractor for the City shall meet City requirements and standards. Contractor shall provide effective pollutant and/or debris removal (i.e. sediment, trash, leaves, debris, metals, oil, and grease). All equipment shall be kept in "like-new" condition.

Equipment used to clean specified parking lots shall be a combination of air blowers to clean areas not readily accessible by vehicles plus light duty sweepers meeting all regulations and specifications included herein and that will not unduly load the pavement surfaces causing distress and damage. Contractor shall bear all costs for the repair of damages to pavements and facilities resultant from their operations. Hand carried backpack air blowers shall be utilized to transport sidewalk and bike trail debris to the curb line ahead of and for pick up by the vacuum/broom sweeper equipment. Areas of parking lots not reachable by the sweeper equipment shall first be blown clean by use of the hand carried backpack air blowers, as needed. Backpack air blowers shall be muffled to reduce noise to the maximum extent possible.

### 2. Alternative Fuel Equipment

To improve the community's air quality standards, the City prefers that alternative fuel vehicles be used in the sweeping of its streets. Contractors electing to use alternative clean-burning fuels shall provide test-proven documentation to verify the fuels clean-burning efficiency. All equipment used in performance of this contract shall be in compliance with South Coast Air Quality Management District Rule 1186.1. All documentation and literature shall be included with the bid/bid documents.

### 3. Equipment Identification

All vehicles shall have safety features and shall be painted a uniform color and shall bear in legible letters the Contractor's name and the following wording:

"Contracted to Serve the City of Lake Forest."

"Street Sweeping Contact – (949) 461-3480"

Contractor shall bear all costs for equipment identification.

### 4. Type and Capacity

Arterial and residential sweepers must be capable of sweeping a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass along the curb. Street sweepers must have a minimum hopper capacity of three (3) cubic yards. At least one sweeper must be equipped with a left-gutter broom for median work; all others may be single or dual gutter broom machines. Contractor is required to have both mechanical broom type and vacuum/regenerative air or combination vacuum/broom (BAH) type municipal sweepers available for this contract. Alternative street sweepers will be considered, if capable of meeting City requirements and standards. The type used in specific areas will be at the discretion of the City providing performance standards are met. Sample types include Mobile broom sweepers, Tymco 600 regenerative air sweepers, and Tymco 600 regenerative air sweeper with a broom-assisted head (BAH) and their equivalents. This is not to be considered an endorsement, and the City maintains final determination of equipment adequacy. Sweeper equipment operators shall wear protective clothing, equipment, and a fluorescent safety vest meeting the requirements of ANSI/SEI 107-2010 Class III at all times.

Street sweepers used for bike lane and arterial street sweeping shall have an operational left/right arrow stick traffic control device mounted on the rear of vehicle's hopper. Additionally, a rotating 360° safety beacon or comparable traffic safety light is required to be placed on roof of truck cab or atop hopper. Sweeper equipment operators shall wear protective clothing, equipment, and a fluorescent safety vest at all times.

### 5. Maintenance

Equipment shall be maintained both visually and operationally. Paint and body of street sweeper shall be maintained in good condition with no visible rust or body damage. Vehicle engines shall be routinely maintained as to insure a high level of service during all sweeping operations and must comply with all State or California Department of Motor Vehicles CAL-OSHA and all other applicable codes required by the state, county and City.



## 6. GPS Tracking of Sweeping Vehicles Assigned to the City

All street sweepers assigned to the City must be equipped with GPS tracking devices. The Contractor shall provide City login credentials for the GPS tracking software. Upon request, the contractor will be required to provide the City with GPS data reports that at a minimum indicates the day and time residential and arterial streets were swept on any given sweeping day. A daily GPS record of both arterial and residential sweeping routes may be requested to verify route completion and time schedules. Unverifiable GPS records may constitute a reduction for invoice payments.

### Section E

#### 1. Scheduling Requirements

Contractor shall follow the sweeping schedule of residential and arterial streets as provided by the City with special emphasis on the requirements at/near schools. Subject to City approvals, the Contractor shall arrange residential sweeping routes to sweep areas adjacent to elementary and middle schools during times of least traffic and parked vehicles. Contractor shall conform to sweeping schedules as noted on maps and logs pre-approved by the City. No changes in sweeping schedules will be allowed without the approval of the City. Contractor shall complete all sweeping per schedule; mechanical failures or personnel issues shall not be acceptable reasons for failure to comply.

#### 2. Hours and Days

All sweeping is to be done Monday through Friday except on City-observed holidays and holidays observed by the City's franchised waste hauler. Some Saturday sweeping shall be required by Contractor for areas not swept due to holidays observed by the City's franchised waste hauler. Saturday street sweeping shall be billed at the regular curb mile cost for arterial and residential areas without additional compensation.

- a. Street sweeping of **residential** streets shall occur on a twice per month basis Monday through Friday, 7:30 a.m. to 5:30 p.m. in accordance with the City's street sweeping maps and logs.
- b. **Residential** street sweeping shall be performed generally one (1) day after trash collection day. If a City-recognized holiday falls within the Monday to Friday schedule, the regular schedule shall resume the day following the holiday with the fifth day of sweeping on the Saturday following the holiday. Streets posted with no parking signs for street sweeping shall be swept on the posted day unless it falls on a City-recognized holiday.

- c. Street sweeping for **arterial** streets shall occur on a weekly basis Monday through Friday, 10:00 p.m. to 6:00 a.m. in accordance with the City's street sweeping schedule maps and logs. If a City-recognized holiday falls within the Monday to Friday schedule, the regular schedule shall resume the day following the holiday with the fifth (5<sup>th</sup>) day of sweeping on the Saturday following the holiday.
- d. Contractor shall respond to after-hour emergencies within one (1) hour of contact by City personnel. Contractor will provide telephone number(s) of contact personnel for after-hour emergencies between 5:30 p.m. and 7:30 a.m. and maintain an emergency call-out list. All changes to the emergency call-out list shall be submitted to the City immediately.
- e. All extra non-scheduled residential and non-scheduled arterial street sweeping work shall be performed in accordance with Section B-6 "Special Street-sweeping" and Section B-7 "Emergency Sweeping".
- f. Streets with certain residential areas or adjacent to apartments, condominiums or other areas where all-night street parking is prevalent shall be swept after 9:00 a.m.

### 3. Holiday and Inclement Weather

Scheduled sweeping shall not be cancelled for inclement weather by the street sweeping contractor without approval of the City. During inclement weather a two-hour standby period between 7:30 a.m. and 9:30 a.m. will be observed before a scheduled residential sweep will be cancelled. The City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeps will not be allowed due to holidays, inclement weather and cancellations without the approval of the City. The City will communicate via telephone or email the specific street locations throughout the day of locations where debris needs to be removed. This effort shall not affect the regularly scheduled sweeping.

During a holiday that interrupts the normal waste (trash) pick-up as established by the trash hauler for the City, Contractor shall coordinate with the waste hauler to adjust the routine/scheduled sweeping schedule to a holiday schedule of one day after the waste pick-up day for the entire week affected, except, should the sweeping day then fall on a Sunday, the sweeping will be added to the immediately following Monday sweeping schedule.

In the case of cancelled or missed sweeping for any reason, including as directed by the City due to construction projects or special events, Contractor shall credit City the pro-rata cost of that service not provided on the next monthly billing by reducing the monthly billing.

## Section F

### 1. Disposal of Debris and Temporary Transfer Sites

Contractor shall dispose of all material collected by his sweeping operations by hauling to the closest Material recovery Facility (MRF)/Green Waste Diversion Facility. **The cost for disposal, including dump fees, shall be included in the contract cost per curb mile.** A report of all material collected shall be submitted monthly to the City. The report should include, but not be limited to, the following: hauler name, contact phone number, MRF name, material type (if more than one material type, list each material type on a separate line), tons collected per month, tons diverted, and tons disposed. **A total breakdown (in tons) shall be provided to the City for each Fiscal Year (July 1 through June 30) for each of the following:**

- Soil
- Leaves
- Trash/Debris
- Other

Historical Tonnage:

- FY 18/19 – 801.04 tons
- FY 19/20 – 806.60 tons
- FY 20/21 – 794.93 tons
- FY 21/22 – 820 tons

## Section G

### 1. Inspections and Handling of Deficiencies

Inspections will be performed by qualified City personnel on a regular basis as well as spot checks and in response to complaints. Contractor shall meet on an as-needed basis within the maintained areas, with an authorized representative of the City for a drive through inspection. Said meeting shall be at the convenience of the City and may include residents of the community. In addition, drive through interim inspections may be required by the City. Any corrective work required as a result of a monthly inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City within three (3) days of the notification of the Contractor's deficiencies.

### 2. Complaints

The City shall receive and process citizen service requests and complaints. The City will notify Contractor of corrections and any re-sweeps required following complaints. Citizen complaints will be noted in any subsequent unsatisfactory reports, which may be filed against the Contractor.

In the event that the results of a sweep are not consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California, City will notify contractor of exact location and description of deficiency. The Contractor shall re-sweep the area at its expense within the time limits specified in **Section B-8**. High visibility and/or unsafe conditions will need to be swept immediately.

### 3. Failure to Perform

It is and will be impractical and difficult to ascertain and determine the actual damage the City will sustain by reason of delay in performance; therefore, the Contractor shall forfeit and pay to the City the sum of \$1,000.00 for each calendar day completion is delayed are noted, and such sum shall be deducted from any payments due or to become due the Contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for delays caused by acts of God. In the event, the results of a sweep are not consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California shall re-sweep the unsatisfactory area at its expense within the time limits specified in Section B-8.

The City reserves the right to withhold payment for missed or incomplete sweeping performance.

This clause may be used to enforce transfer site clean-up/maintenance, Contractor response time, and contracts for special and emergency sweep notification. Contractor shall forfeit and pay to the City the sum of \$1,000.00 for each day Contractor fails to comply with the Agreement with respect to the foregoing.

### 4. Default

Repeated instances of failure to perform and/or continued disregard of the requirements of this contract shall result in cancellation of the contract, and therefore, The issuance of three (3) unsatisfactory reports to Contractor by City in any six month period shall be deemed material breach of this agreement and shall be grounds for the City to terminate their agreement for cause. In the event of such material breach, City may, at its option, terminate this Agreement as specified herein. In the event City intends to terminate the Agreement, City shall notify Contractor of City's intention to terminate this agreement. City shall give notice of termination in writing, mailed to Contractor's most recent address on file with the City. Except in cases of emergencies, this agreement shall be terminated ten (10) days from and after the hour such notice is deposited in the United States Mail in a sealed envelope properly addressed to Contractor and bearing prepaid first-class postage. In order for any termination to be effective, Contractor shall have at least 5 days from the notice of intent to terminate to cure any alleged breach of Agreement.

In the event of the termination of this agreement for any material breach or failure of performance on the part of Contractor, Contractor agrees to pay City upon demand the amount of any damage or loss sustained by City in the matter of street sweeping, including the advertising for and the letting of another contract therefore; for all increases in the City's cost of street sweeping incurred under such new contractor; and for all costs and attorney's fees incurred by the City in the cancellation of this agreement and the negotiation of such new street sweeping contract. The waiver of a breach of any of the terms of this agreement shall not cancel or in any way affect the right of the City to declare a default for any recurrence of the same or any other breach of this agreement. All changes proposed by Contractor regarding equipment, scheduling, type and capacity will require prior approval by the City.

## 5. Permits

Prior to the start of any work, the Contractor shall apply for applicable, no-fee, City permits. The City will waive its usual encroachment permit fees.

## 6. Public Convenience and Safety

### a. Traffic and Access

Contractor shall conduct Contractor's work to interfere as little as possible with public travel, whether vehicular or pedestrian, and shall obey all traffic regulations and the California Vehicle Code. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the owner and tenant of private, or from the authority having jurisdiction over private property involved, to obstruct traffic at the designated point.

## 7. Traffic Counters

The Contractor is cautioned that, at various times and locations, the City or other parties may install temporary portable traffic counting equipment of the type which is activated by rubber hoses placed across the roadway. Contractor shall not damage this equipment and shall bear the full cost of any replacement costs, is so damaged.

## Section H

### 1. Changes

The City may at any time, by written order, direct that changes or extras may be made in the scope, specifications or route schedule in relation to this contract. If any such changes cause an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in Contractor's compensation or sweeping schedule and this Contract shall be modified in writing accordingly and approved by the City hereto. Contractor shall not be required to perform such changed work until the parties agree to a written modification of this Agreement.

## 2. Additions/Deletions in Mileage

Additions and/or deletions to the mileage, inventory or maps may be made as the City accepts new areas and/or relinquishes areas currently swept. Upon written notification to add or delete, Contractor shall be required to accurately measure the curb mileage/linear footage and submit a written detail of the addition/deletion for approval. Upon approval, a written change order will be issued stating the effective date of the change. All changes shall be made at the current contract rate.

## 3. Waivers

Failure or neglect of either party to insist on the strict performance of any or all of the terms of this agreement or any of these specifications shall not be considered as, or constitute a waiver of any term or condition of this agreement or of any performance required there under.

## Section I

### 1. Communications

Contractor shall maintain an office staff reachable by phone from 8:00 a.m. to 5:00 p.m. Monday through Friday except on legal holidays. Office staff shall have the capability of contacting sweepers and pickup equipment by 2-way radio or equivalent. Contractor shall provide the City with contact personnel and telephone numbers, where designated staff can be reached during non-office hours within fifteen (15) minutes of call origination (5:00 p.m. to 8:00 a.m.) to be used in emergency/after-hour call-outs as specified in Section B-6, Special Street Sweeping, and B-7, Emergency Sweeping. The Contractor shall maintain a set of maps and specifications in sweeping vehicle at all times.

### 2. Nondiscrimination

In the performance of the terms of this Agreement, Contractor shall not engage in, nor permit others it may employ to engage in, discrimination in the employment of persons because of race, color, national origin or ancestry, or religion of such persons. Violation

of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

## Section J

### 1. Compensation

Payment will be made on the basis of actual road curb miles swept times the amount bid per curb line mile for each category of road swept.

For all of the services which the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor once each month a sum equal to the amount specified in Contractor's Proposal, or as amended by any subsequent adjustments thereto and provided hereinafter. The Contractor shall submit a detailed invoice. City, upon receipt and of an invoice, will make payment on all undisputed amounts within thirty (30) days of receipt of invoice.

### 2. Method of Payment for Extra Work

The Contractor shall present to the City an itemized list of all extraordinary maintenance on a separate monthly invoice for extraordinary maintenance work performed during the previous month. The City shall compensate Contractor within thirty (30) days of receipt of an itemized monthly invoice. The City shall compensate Contractor for such maintenance beyond the scope of routine maintenance according to the hourly rate listed in the fee schedule and described in the scope of work.

### 3. Invoicing

Contractor shall submit an invoice for service performed. Scheduled sweeping and special sweeps shall be submitted on separate invoices, mailed or delivered to:

**Public Works Department  
City of Lake Forest  
100 Civic Center Drive  
Lake Forest, California 92630**

### 4. Adjustment of Payment

It is proposed that street sweeping services be provided for a period of three (3) years. Contract may be extended by written mutual agreement on a year-to-year basis not to exceed an additional two (2) years.

In the event that this agreement is renewed pursuant to section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase

shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. In the event the parties meet, confer, and extend the Agreement for a period greater than specified hereunder, or enter into an amended and restated agreement, any increase to rates may be increased or reduced as determined by agreement between the parties.

The Contractor may petition the City for rate adjustments on the basis of unusual changes in the cost of doing business, such as revised laws or regulations, prevailing wage, or changes in disposal fees over which the Contractor has no control.

In order to justify a rate increase, the Contractor shall submit financial and accounting data to the City which clearly substantiates the requested rate increase. After consideration of such financial and accounting data as submitted by the Contractor and any other relevant information, the City Council shall disapprove, approve, or approve with modification the requested rate increase. The decision of the City Council shall be final and conclusive. The Contractor agrees to abide by the City Council's decision.



## **EXHIBIT B**

### **CITY OF LAKE FOREST SCHEDULE OF SERVICES**

Contractor shall complete the services identified in Exhibit A above at the direction of the City.

**EXHIBIT C**

**CITY OF LAKE FOREST  
STREET SWEEPING MAINTENANCE SERVICES  
SCHEDULE**

Contractor shall be paid for services rendered in accordance with Section 3.3 of this Agreement, as described under Exhibit "A" scope of Services, the not to exceed fee of two million two hundred twenty-six thousand fifteen dollars (\$2,226,015), and based on the following rates.

In the event that this agreement is renewed pursuant to section 3.1.2, the rates set forth may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.

**SCHEDULE A**

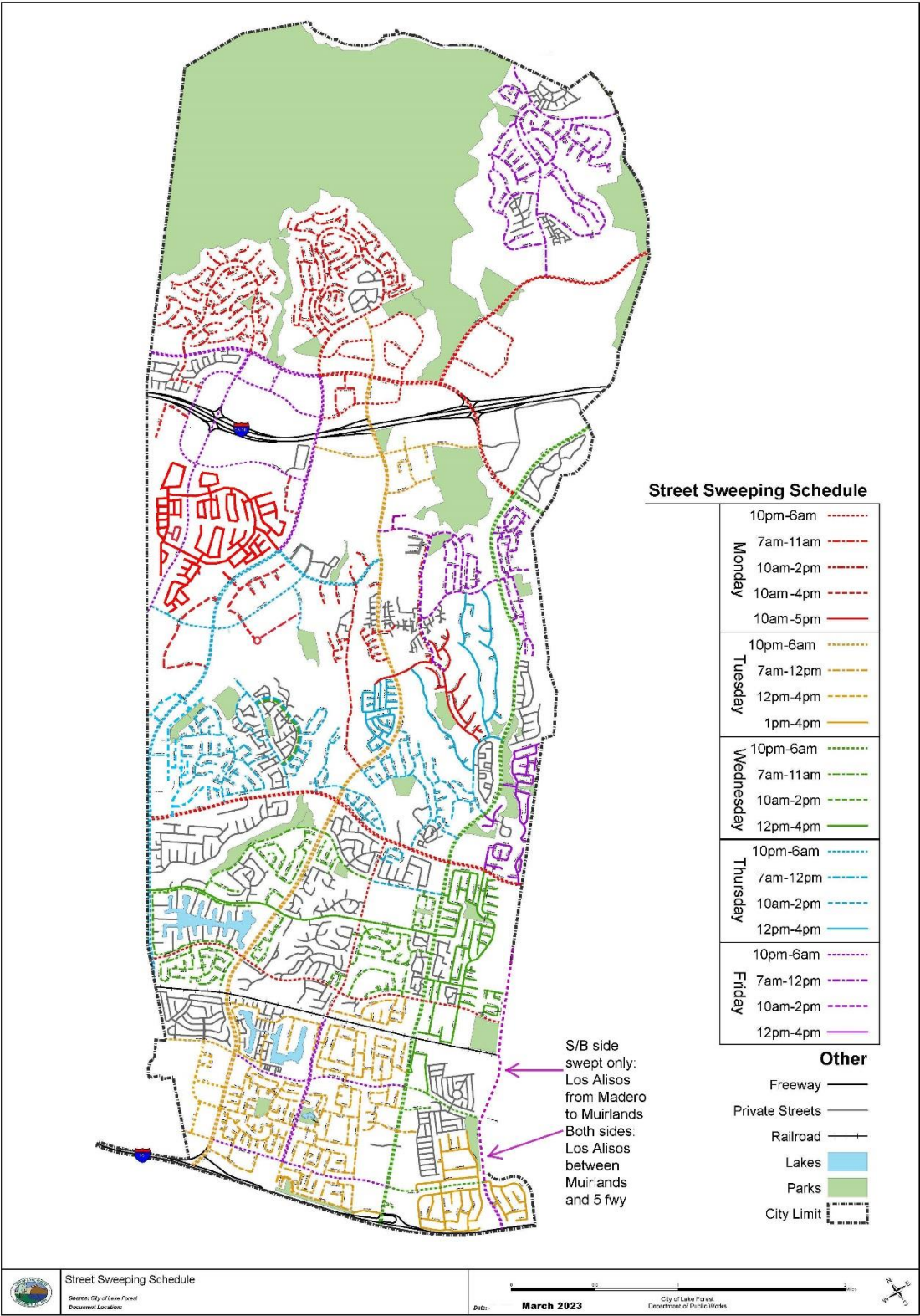
<b>Item No.</b>	<b>Description</b>	<b>Proposal Item Price</b>	<b>Units</b>	<b>Annual Total</b>
A1	<b>Street Sweeping - Arterial Streets (52 weeks per year)</b>	<u>\$ 46.50</u> (Each Curb Mile)	8,702 Per Year Curb Miles	<u>\$ 404,643.00</u> (Extended Amount)
A2	<b>Street Sweeping - Residential Streets (24 weeks + 2 weeks extra sweeps per year)</b>	<u>\$ 46.50</u> (Each Curb Mile)	6,628 Per Year Curb Miles	<u>\$ 308,202.00</u> (Extended Amount)
<b>Item No.</b>	<b>Description</b>	<b>Proposal Item Price</b>	<b>Units</b>	<b>Annual Total</b>

A3	<b>Special Street Sweeping Between 7:30am and 5:30pm</b>	<u>\$ 150.00</u> (Per Hour)	10	<u>\$ 1,500.00</u> (Extended Amount)
A4	<b>Emergency Street Sweeping Between 7:30pm and 5:30am</b>	<u>\$ 150.00</u> (Per Hour)	10	<u>\$ 1,500.00</u> (Extended Amount)
A5	<b>City-Owned Parking Lot Heroes Park</b>	<u>\$ 250.00</u> (Each)	12	<u>\$ 3,000.00</u> (Extended Amount)
A6	<b>City-Owned Parking Lot Darrin Park</b>	<u>\$ 122.50</u> (Each)	12	<u>\$ 1,470.00</u> (Extended Amount)
A7	<b>City-Owned Parking Lot Rancho Serrano Park</b>	<u>\$ 122.50</u> (Each)	12	<u>\$ 1,470.00</u> (Extended Amount)
A8	<b>City-Owned Parking Lot Etnies Skate Park</b>	<u>\$ 122.50</u> (Each)	12	<u>\$ 1,470.00</u> (Extended Amount)
A9	<b>City-Owned Parking Lot Concourse Park</b>	<u>\$ 122.50</u> (Each)	12	<u>\$ 1,470.00</u> (Extended Amount)
A10	<b>City-Owned Parking Lot Foothill Ranch Community Park</b>	<u>\$ 122.50</u> (Each)	12	<u>\$ 1,470.00</u> (Extended Amount)

Item No.	Description	Proposal Item Price	Units	Annual Total
A11	<b>City-Owned Parking Lot Borrego Park</b>	<u>\$ 122.50</u> (Each)	12	<u>\$ 1,470.00</u> (Extended Amount)
A12	<b>City-Owned Parking Lot Tamarisk Park</b>	<u>\$ 122.50</u> (Each)	12	<u>\$ 1,470.00</u> (Extended Amount)
A13	<b>City-Owned Parking Lot Baker Ranch Park</b> 26380 Rancho Parkway	<u>\$ 122.50</u> (Each)	12	<u>\$ 1,470.00</u> (Extended Amount)
A14	<b>City-Owned Parking Lot Lake Forest Sports Park</b> 28000 Rancho Parkway	<u>\$ 350.00</u> (Each)	12	<u>\$ 4,200.00</u> (Extended Amount)
A15	<b>Lake Forest Civic Center (Includes Two Story Parking Garage)</b> 100 Civic Center Drive	<u>\$ 350.00</u> (Each)	12	<u>\$ 4,200.00</u> (Extended Amount)
A16	<b>City-Owned Parking Lot Portola Park</b> 28040 Glenn Ranch Rd.	<u>\$ 250.00</u> (Each)	12	<u>\$ 3,000.00</u> (Extended Amount)
	<b>1 Year Total Cost</b>	<u>\$742,005.00</u>		

	<b>3 Year Total Cost</b>	<u>\$2,226,015.00</u>
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STREET SWEEPING SCHEDULE



## TWICE A MONTH MANDATORY HOTSPOT SWEEPING (BOTH SIDES OF STREET SWEEP)

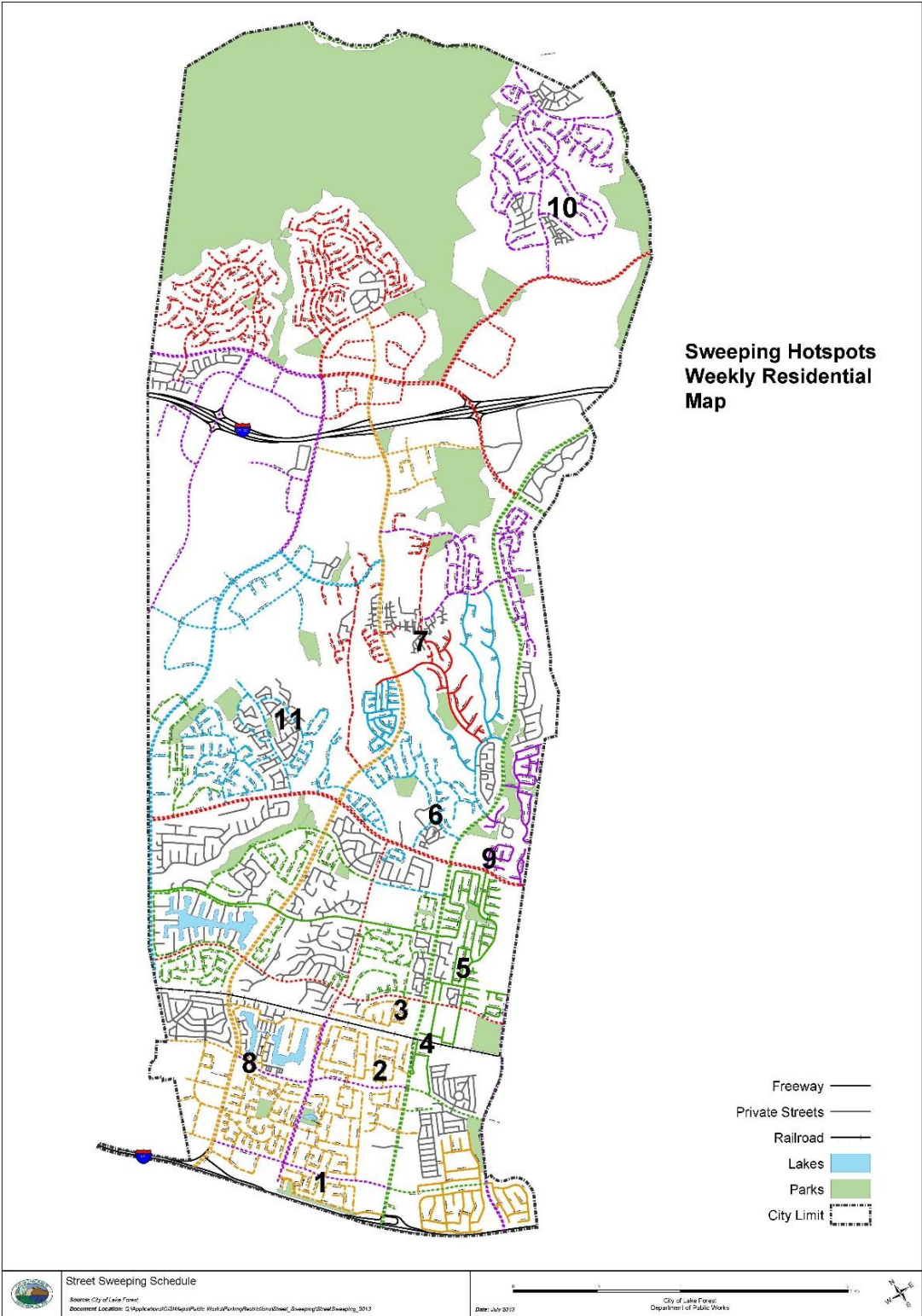
TWICE A MONTH RESIDENTIAL HOTSPOT SWEEPING SCHEDULE				MAP
Street	From	To	Date Time	AREA
Osterman Road (Westbound)	Regency Lane	Pittsford Drive	Monday / 10am-2pm	7
Pittsford (Southbound)	Lake Forest	Northcrest	Monday / 10am-2pm	7
Cavanaugh Road	Corta Cresta	Calle El Toro Grande	Tuesday / 7am-11am	2
Bunbury Drive	La Vaca	El Gato	Tuesday / 8am-12pm	2
Calle El Toro Grande	El Caballo	La Vaca St	Tuesday / 8am-12pm	2
Calle Tres Lomas (West Side)	El Caballo	La Vaca St	Tuesday / 8am-12pm	2
Campo Verde	Cavanaugh Rd	El Caballo St	Tuesday / 8am-12pm	2
Corta Cresta	Tulip	El Caballo St	Tuesday / 8am-12pm	2
El Caballo Street	Corta Cresta	Calle El Toro Grande	Tuesday / 8am-12pm	2
El Gato Way	Jutewood Pl	Bunbury Drive	Tuesday / 8am-12pm	2
El Perro Street	Jutewood Place	End	Tuesday / 8am-12pm	2
Jutewood Place	El Toro Rd	El Gato	Tuesday / 8am-12pm	2
La Vaca Street	Corta Cresta Dr	Calle El Toro Grande	Tuesday / 8am-12pm	2
La Vaca Street	Jutewood	Muirlands	Tuesday / 8am-12pm	2
Lobo Drive	El Caballo	La Vaca St	Tuesday / 8am-12pm	2
Los Andes Street	Jutewood Place	End	Tuesday / 8am-12pm	2
Saguaro Street	Raton Dr	Cul-de-sac	Tuesday / 8am-12pm	2
Tulip Street	Muirlands Blvd	Calle Tres Lomas	Tuesday / 8am-12pm	2
Oswego	Muirlands Blvd	Aspan	Tuesday / 12pm-4pm	8
Palmwood Dr (Westbound)	Peachwood East	Peachwood West	Wednesday / 10am-2pm	11
Frontage	El Toro Rd	End	Wednesday / 12pm-4pm	4
Orange	Muirlands Blvd	Whisler	Wednesday / 12pm-4pm	4
Whistler	Frontage	Orange	Wednesday / 12pm-4pm	4
Palmwood Dr (Eastbound)	Peachwood West	Peachwood East	Thursday / 10am-2pm	11
Fawn Ridge	Jasper Hill	Saddleback Ranch	Friday / 7am-12pm	10
Malabar	Cortona	Saddleback Ranch	Friday / 8am-12pm	10
Raton Drive	La Vaca	El Toro	Friday / 8am-12pm	2
Osterman Road (Eastbound)	Pittsford	Regency	Friday / 10am-2pm	7
Pittsford (Northbound)	Northcrest	Lake Forest	Friday / 10am-2pm	7
Cherry	Trabuco Road	Darrin Park	Friday / 12pm-4pm	9

## WEEKLY MANDATORY HOTSPOT SWEEPING (BOTH SIDES OF STREET SWEEP)

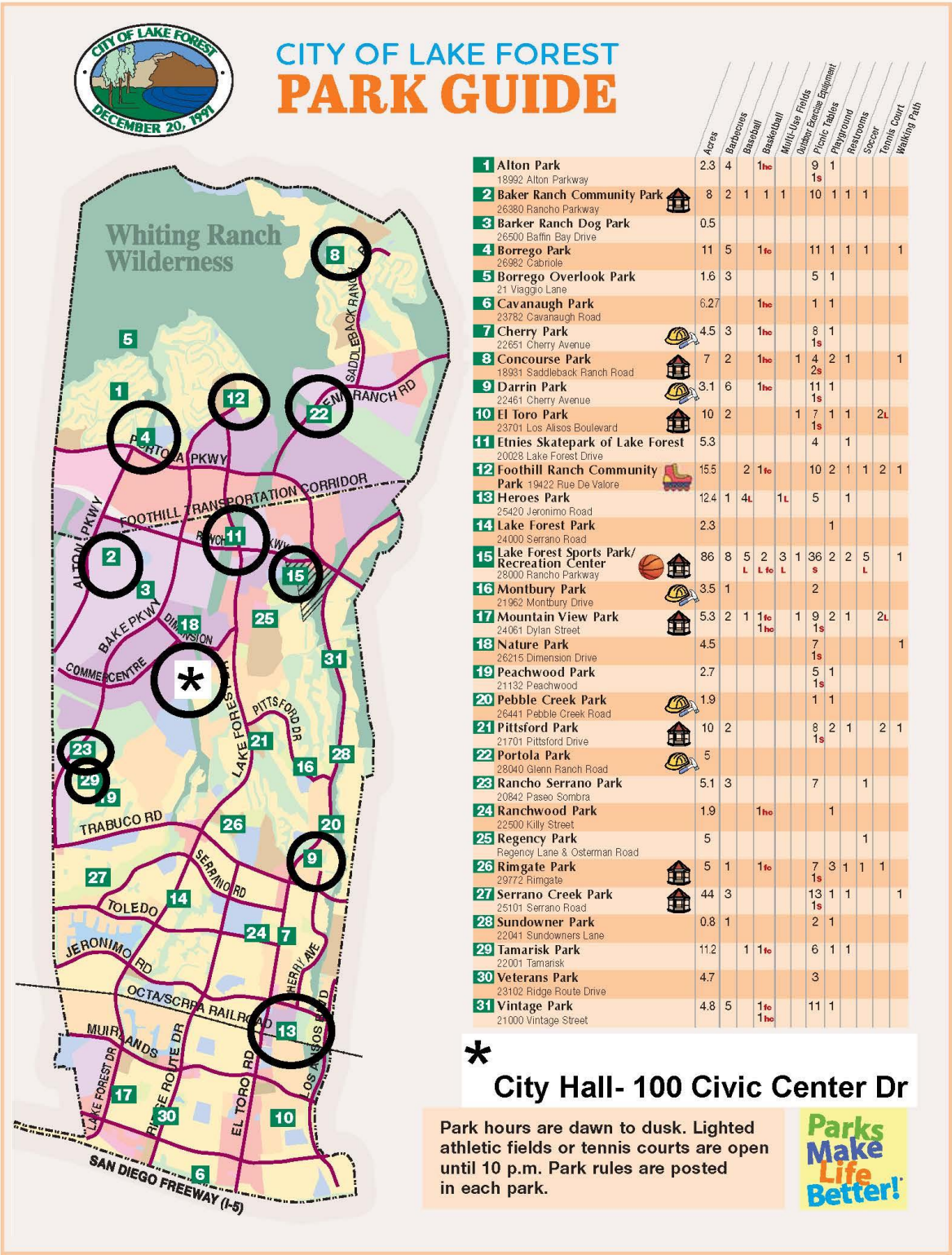
WEEKLY HOTSPOT RESIDENTIAL SWEEPING SCHEDULE (NO SWEEPING ENFORCEMENT ON 5TH WEEK)				
ALTERNATE SIDE PARKING RESTRICTIONS- FIRST AND THIRD WEEKDAY ENFORCED				MAP
Street	From	To	Date Time Alternate Weeks	AREA
Ridge Route (Westbound)	Rockfield	End	1/3 Tuesday / 7am-11am	1
Gowdy (Southbound)	Golden Eagle	Duryea	1/3 Tuesday / 7am-11am	1
Calle Tres Lomas (Southbound)	Dune Mear	Cavanaugh Rd	1/3 Tuesday / 7am-11am	2
Farthing (Westbound)	Jeronimo	Stearns	1/3 Tuesday / 7am-11am	3
Murin Isle	End	Muirlands	1/3 Tuesday / 7:30am-10:30am	8
S Canada Ct	End	Murin Isle	1/3 Tuesday / 7:30am-10:30am	8
2nd Street (Southbound)	End	Los Alisos Blvd	1/3 Wednesday / 12pm-4pm	5
2nd Street (Southbound)	El Toro Rd	Cherry Avenue	1/3 Wednesday / 12pm-4pm	5
Jeronimo (Southbound)	Orange	Cherry	1/3 Wednesday / 12pm-4pm	5
Cherry (Westbound)	Trabuco	Front	1/3 Wednesday / 12pm-4pm	5
Front (Southbound)	Cul-de-sac	Cherry	1/3 Wednesday / 12pm-4pm	4
Olive (Westbound)	Front	Front	1/3 Wednesday / 12pm-4pm	4
Orange (Westbound)	Jeronimo	Front	1/3 Wednesday / 12pm-4pm	4
Rimhurst Dr (Westbound)	Rimgate	Trabuco Road	1/3 Thursday / 10am-2pm	6
Montcliff (Southbound)	Rimhurst	El Toro	1/3 Thursday / 10am-2pm	6
Highridge (Westbound)	19792 Highridge	Malabar	1/3 Friday / 7am-12pm	10
ALTERNATE SIDE PARKING RESTRICTIONS- SECOND AND FOURTH WEEKDAY ENFORCED				MAP
Street	From	To	Date Time Alternate Weeks	AREA
Ridge Route (Eastbound)	End	Rockfield	2/4 Tuesday / 7am-11am	1
Gowdy (Northbound)	Duryea	Golden Eagle	2/4 Tuesday / 7am-11am	1
Calle Tres Lomas (Northbound)	Cavanaugh Rd	Dune Mear	2/4 Tuesday / 7am-11am	2
Farthing (Eastbound)	Stearns	Jeronimo	2/4 Tuesday / 7am-11am	3
Murin Isle	Muirlands	End	2/4 Tuesday / 7:30am-10:30am	8
S Canada Ct	Murin Isle	End	2/4 Tuesday / 7:30am-10:30am	8
2nd Street (Northbound)	Los Alisos Blvd	End	2/4 Wednesday / 12pm-4pm	5
2nd Street (Northbound)	Cherry Avenue	El Toro Rd	2/4 Wednesday / 12pm-4pm	5
Cherry (Eastbound)	Front	Trabuco	2/4 Wednesday / 12pm-4pm	5
Front (Northbound)	Cherry	Cul-de-sac	2/4 Wednesday / 12pm-4pm	4
Orange (Eastbound)	Front	Jeronimo	2/4 Wednesday / 12pm-4pm	4
Rimhurst Dr (Eastbound)	Trabuco Road	Rimgate	2/4 Thursday / 10am-2pm	6
Montcliff (Northbound)	El Toro	Rimhurst	2/4 Thursday / 10am-2pm	6
Highridge (Eastbound)	Malabar	19792 Highridge	2/4 Friday / 7am-12pm	10



WEEKLY MANDATORY HOTSPOT SWEEPING MAP



PARKING LOT SWEEPING MAP



## **EXHIBIT D**

### **CITY OF LAKE FOREST STREET SWEEPING SERVICES INSURANCE REQUIREMENTS**

#### **1.1 Insurance.**

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and not less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would

have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, if Contractor refuses to cure lapsed coverage by replacing coverage within 10 days of City notice, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents

and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.