



**CITY OF LAGUNA NIGUEL
REQUEST FOR PROPOSALS (RFP 2021-002)
CITYWIDE STREET SWEEPING SERVICES**

**Proposals Submission Location:
City of Laguna Niguel (City Hall)
30111 Crown Valley Parkway
Laguna Niguel, CA 92677**

**Proposals must be received by:
Due Date: June 11, 2020
At 2:00 P.M.**

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INSTRUCTIONS TO PROPOSERS

1. **Purpose.** The City of Laguna Niguel (“City”) is seeking proposals for city-wide mobile street sweeping services for all public streets, parking lots, paved trails throughout the **City of Laguna Niguel** as more particularly described in the Exhibit A - Scope of Service.
2. **Contract Term.** The initial contract term shall be for a period of three (3) years effective from date of award. The City reserves the right to cancel at any time if services rendered are unsatisfactory. The City also reserves the right to extend the term of this contract for two (2) additional one (1) year extensions subject to satisfactory negotiation of terms and the annual availability of an appropriation. Such nominations of extensions will be made no later than ninety (90) days from termination date.
3. **California Department of Industrial Relations (DIR) Requirements.**
Not required for this service.
4. **Prevailing Wages.** Not applicable for this service. Wage rates for this contract are subject to the California state minimum wage, (<https://www.minimum-wage.org/california>)
5. **Examining of Proposal Documents.**
The submission of a proposal shall be deemed a representation and certification by the Contractor that they:
 - A. Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
 - B. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
 - C. Represent that all information contained in the proposal is true and correct.
 - D. Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer regarding the amount, terms or conditions of this proposal.
 - E. Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.
 - F. No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.
6. **Measurements – Contractor’s (Proposer’s) Responsibility.** It is the Contractor’s responsibilities to verify all measurements, materials or any other information pertaining to this RFP service. Furthermore, it is the proposer’s

responsibilities to bring any discrepancies in the information provided by the City in the RFP to the City's attention prior to the proposal's deadline.

7. **Availability of the RFP Document.** The RFP document is available on City of Laguna Niguel's "Bids and Proposals" webpage. The City is not responsible for the accuracy or completeness of RFP documents obtained from other source.
8. **RFP Schedule.** The City reserves the right to modify this RFP Schedule as needed and will issue an addendum, if the Schedule is modified for the deadline to submit the Response. The following is an outline of the anticipated schedule for proposal review and contract award:

| Milestone | Tentative Target Dates |
|---|---|
| City Release of RFP | May 26 2020 |
| Final Questions Due No Later than <i>*Must use Attachment X – RFP Inquiry Form</i> | 5:00 P.M. June 2, 2020 |
| Addendum Issuance | 5:00 P.M. June 5, 2020 |
| Proposal Due | 2:00 P.M June 11, 2020 |
| Notification of Selection | June 19, 2020 |
| Tentative Contract Approval by City Council | July/August 2020 |

9. **RFP Questions and Inquires.** Questions and Inquires must be presented on the RFP Inquiry Form (enclosed herein) and emailed to project manager and are due as noted in the table above.
10. **Addenda.** Any City of Laguna Niguel changes to the requirements will be made by written addendum to this RFP.
 - A. The City of Laguna Niguel will not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of oral instructions.
 - B. The City will not distribute Addenda. Any addendum pertaining to this RFP will be posted on the City's webpage and the City's posting of Addenda on "Bids and Proposals" is deemed as the City's distribution of Addenda.
 - C. Contractors shall acknowledge the number of addenda issued on the Proposal Form. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive.

11. Mandatory Job Walk.

Not required for this RFP. Submit all questions on the RFP Inquiry Form.

12. Submittal of Proposals. Mailed Proposals and Proposals delivered by commercial carriers or messenger services shall be received to City's Public Works Department where upon delivery each Proposal shall be stamped with the time and date received; but shall not be opened.

All proposals must be submitted on the City forms. The proposals must be submitted by the time, date and location as noted on the cover page.

- A. The City of Laguna Niguel, Public Works Department timestamp will be the official record of receipt.
- B. Late Proposals will not be accepted and will be returned unopened. It is the Contractor's responsibility to see that the proposal is received at the proper time. The City is not responsible for delayed deliveries due to mailing or delivery service. The time the proposal is received at the Public Works counter shall determine the official time received.
- C. No FAX submittals will be accepted. Unsealed or late response will be rejected.
- D. Contractor shall submit one (1) original, (4) copies of its Proposal in a sealed package.
- E. One (1) electronic copy of the proposal, submitted in Adobe Acrobat format on CD or flash drive.
- F. See the Responses to Scope of Services for the checklist and organization of the proposal submittals.

13. Review and Selection Process. The best value bid will be determined by the City from a thorough evaluation of all factors. At the City's discretion, companies submitting proposals may be asked to interview with City Staff to clarify work plans and to ensure the contractor has a complete understanding of City expectations.

| EVALUATION CRITERIA | POINTS |
|---|--------|
| Cost to the City. This portion of the proposal will be evaluated based on reasonableness of the proposed costs. Costs will be evaluated on costs the City or other comparable public agencies have paid for similar services, and in accordance with what is to be considered with the industry's standard and customary costs for the Services. | 30 |
| Completeness of the proposal: <ul style="list-style-type: none">• Answer all questions and complete all forms as provided in this RFP.• Submit in an organized fashion as required under Response to the Scope of Service. | 10 |

| | |
|--|----|
| <p>Experience and Approach:</p> <ul style="list-style-type: none"> • Firm Experience & Performance* • Firm Personnel • Hiring practices • Staff development • Experience of proposed on-site supervisors • Training programs, past and ongoing • Resources for back-up staffing, emergencies and project work | 25 |
| <p>Quality of Goods and Support Facilities</p> <ul style="list-style-type: none"> • Firm Capacity & Organization • Equipment and Supplies • Support Facilities | 25 |
| <p>Proposer's financial stability.</p> | 10 |

In order to allow staff to accurately and fairly evaluate the proposal, the attached questionnaire must be completed and returned with the proposal package. Failure to submit this questionnaire in its entirety will disqualify your proposal.

Contractors failing to provide adequate information on any issue in a timely manner necessary to allow a comprehensive evaluation by the City will be considered unresponsive and their proposals may be subject to rejection at the City's sole discretion.

Please be assured that your response will be confidential and will not be shared with other contractors. For additional assurance the Contractor may stamp all Questionnaire pages "Confidential".

*The Contractor's performance with the City on either the current or previous contract service will be considered as part of the evaluation process. Please note, the history of performance deficiency will lower the ranking score for the Contractor.

14. Local Business. The City has adopted a local preference program for businesses located within the City of Laguna Niguel limits. The business must have fixed offices within the City's boundaries and must include a copy of a Business License that supports the local preference status. Five (5%) Percent of the Contractor's total ranking score will be added to the Contractors ranking score, if the local preference status is met.

15. City's Right to Negotiate. The City reserves the right to negotiate with the top-ranked Contractor on any aspect of the services and products (if applicable) at its sole discretion. In the event that information or pricing submitted by the Contractor is unclear to the City, the City may request additional information and/or pricing breakdowns from that Contractor. The Contractor must answer, in writing, such requests for additional information and/or clarification; these responses will become part of the vendor's proposal.

If the negotiation is unsuccessful with the top-ranked Contractor, the City may then go down the line of Contractors according to rank and negotiate with the next highest-ranking Contractor. Lower-ranking Bidders do not have a right to participate in negotiations conducted in such a manner.

- 16. Method of Award.** The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. The City recognizes that costs are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer.

If a proposal is accepted, the City will enter into a contractual agreement with the selected Contractor. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

- 17. Notification of Award.** The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the City's Public Works Department to the successful Contractor.

Contractors who submit a proposal in response to this RFP shall be notified by email regarding the firm who was awarded the contract.

- 18. Contract Requirement.** The Contractor to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.

- 19. Rights of the City of Laguna Niguel.** The City reserves the right to accept or reject any or all proposals, waive any informalities or irregularities in the proposals, request additional information or revisions to the proposals, and to negotiate with any or all Contractors.

- A. The City of Laguna Niguel reserves the right to withdraw this RFP at any time without prior notice and the City of Laguna Niguel makes no representations that any contract will be awarded to any Contractor responding to this RFP.
- B. The City of Laguna Niguel reserves the right to postpone the proposal opening for its own convenience.
- C. The City of Laguna Niguel reserves the right to issue a new RFP for the work.
- D. Proposals received by the City of Laguna Niguel are subject to public inspection under the California Public Records Act (Government Code

Section 6250 et seq.), unless exempt and will be made available upon request after award.

- E. Proposals submitted are not to be copyrighted.
 - F. The City of Laguna Niguel reserves the right to require confirmation of information furnished by any Contractor and/or request any Contractor to provide additional evidence of qualifications to successfully perform the work.
 - G. The City of Laguna Niguel reserves the right to hold discussions and/or negotiations with any individual or qualified firm, to interview or not, to request additional information or revised proposals or to request best and final offers (BAFO) if it is in the best interest of the City to do so. However, the City may make an award without conducting any interviews or negotiations; therefore, Contractors are encouraged to submit their best proposal at the outset.
- 20. Withdrawal of Proposals.** Contractor may withdraw their proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for withdrawal to the City Public Works Director. Verbal withdrawal requests or withdrawal requests by telephone will not be accepted by the City.
- 21. Criminal Background Check.** The contractor is required to provide security checks for all personnel assigned to work under this contract. The Contractor will be responsible for the costs associated with this process. Additional checks will be required for all new employees during the lifetime of the contract and all expenses shall be borne exclusively by the contractor. The City reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.
- 22. Submittal References.** Each Contractor shall submit a list of references on the form provided in the RFP package.
- 23. Disqualification.** Factors such, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:
- A. Evidence of collusion, directly or indirectly, among Contractor regarding to the amount, terms or conditions of this proposal.
 - B. Any attempt to improperly influence any member of evaluation team.
 - C. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer, and the City.
 - D. Evidence of incorrect information submitted as part of the Proposal.
 - E. Evidence of Contractor's inability to successfully complete the responsibilities and obligation of the proposal.
 - F. Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

24. **City Request for Additional Information.** The City reserves the right to request additional information to clarify the proposals.
25. **Insurance Requirement.** It is required that every Contractor/Firm/Vendor working for the City shall meet the minimum insurance requirements. The purpose of this submittal is to generally assess the adequacy of the Contractor's insurance coverage during proposal evaluation. *Endorsements are not required until contract award.*
- A. The Contractors are required to complete the Insurance Acknowledgement form as part of the Proposal submittal.
 - B. Worker's Compensation Form
 - C. Sample of the Insurance Certificate is provided for reference.
26. **Pre-Contractual Expenses.** The City of Laguna Niguel shall not, in any event, be liable for any pre-contractual expense incurred by the Contractor in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by the Contractor in:
- A. Preparing its proposal in response to this RFP
 - B. Submitting its proposal to the City of Laguna Niguel
 - C. Any other expenses incurred by Contractor prior to date of award
27. **Joint Offers.** Where two or more Contractors desire to submit a single proposal in response to this RFP, they shall do so on a prime-sub-Contractor basis rather than as a joint venture. The City of Laguna Niguel intends to contract with a single firm and not with multiple firms doing business as a joint venture.
28. **Non-Conforming Proposal.** A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.
29. **Public Records.** Each Contractor is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Contractor, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exception to public disclosure.

END OF INSTRUCTIONS TO PROPOSERS

EXHIBIT A - SCOPE OF SERVICES

INTRODUCTION

The City of Laguna Niguel currently sweeps an inventory of residential, posted “No Parking for Street Sweeping,” and commercial, industrial, arterial street sweeping, parking lots and trails. The intent of this contract is to provide scheduled and non-scheduled professional street sweeping services.

The work shall consist of supplying all labor, including supervision, methods or processes, implements, tools, machinery, equipment and materials (including water and fuel or cost for same) to provide street sweeping services (including all debris removal and disposal) to the City of Laguna Niguel, as directed by the Street Maintenance Superintendent to provide a completed job.

The Contractor shall conduct its operations as to cause the least possible obstruction and inconvenience to public traffic. The Public Works Director shall make the final determination of public convenience. The Contractor shall provide such adequate field supervision as to furnish continuous surveillance of workmanship and adherence to established City schedules by the crew’s performance under the contract.

CONTRACT TERM

This contract shall be for a period of three (3) years from the date of award, subject to renewal by two (2) additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the City Manager for contract extension. The total term of the contract shall not exceed five (5) years.

The Contractor may apply for a cost adjustment after the first-year term. For the rate adjustment to be considered by the City, the Contractor shall be in full compliance with all the performance standards as established by this Contract.

Any and all requests for price adjustments for follow-on contract renewal periods shall be provided no later than ninety (90) days prior to the end of the contract period.

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA. All Items not seasonally adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

The Contractor will be notified of the City's intention to extend the contract at least 30 calendar days prior to the expiration date of the contract.

REDUCTION

This contract may be reduced in scope and quantity by the City without liability for damages; when funding reductions are enacted by law, or action of the public, Federal or State authorities. At such time that a reduction occurs, the scope of work and areas under contract will be revised and reduced commensurate with the funding. Adjustment of the contract specifications and corresponding contract prices will be negotiated in accordance with available funding.

CHANGES TO CONTRACT

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Due to acceptance time frame difficulties, it will not always be possible to have the actual change order to the Contractor on the effective date.

In lieu of the actual change order, the Request for Proposal with the contract unit prices and the effective date, signed by the Director, may be substituted. This shall apply only to those cases where the unit prices are established in the contract or where the Contractor has submitted an acceptable quotation to the City.

CHANGES IN CONTRACT SPECIFICATIONS

Changes in contract specifications with no corresponding changes in compensation. Changes in this category shall be changes for clarity or of a minor nature with no impact on contract costs. In all cases these changes must be accepted by the Contractor and the City. Changes in contract specifications with a corresponding change in compensation. Changes in this category shall be changes where a change in the Scope of Work is necessary. Changes in this category would include, but not be limited to, additions, deletions, new work, and special requirements for a particular area of work. In all cases, these changes must be mutually acceptable to both the Contractor and the City.

Implementing these changes:

1. The proposed change shall be prepared by the City, with assistance by the Contractor, if appropriate.
2. The City shall submit the change to the Contractor in the form of a Request for Proposal.
3. The Contractor shall review the request and prepare a proposal, which shall be returned to the City.
4. If the proposal is acceptable to the City, the change will be implemented.
5. If the quotation is unacceptable, the City and the Contractor shall attempt to negotiate a solution which will be implemented.
6. If no solution is reached, the City may either drop the request or seek other means

of accomplishment.

QUALIFICATION

Contractor shall provide a detailed Scope of Services demonstrating the Contractor's understanding of the City of Laguna Niguel's needs and requirements. The following minimum qualifications are desired:

- SCAQMD Rule 1186 Certified Street Sweepers
- Minimum of three (3) full years of experiences similar work
- Contract service amount greater than \$50,000 annually
- Work experience with Cities, Counties, local government agencies

AREA CLEANING

The cleaning work pertaining to the City of Laguna Niguel has been organized into specific work activities and frequency schedules.

- Residential Streets
- Arterials Streets
- Parking Lots
- Trails

All City streets and parking lots will be swept **twice a month, except for;**

Crown Valley Parkway, Alicia Parkway, and Moulton Parkway will be swept on a weekly basis.

MAPS

All public streets, parking lots, paved trails shall be swept according to the frequency schedule. A street sweeping schedule and map include the sweeping routes which have been separated by day and time into posted and non-posted areas as shown in Exhibit B.

All City streets and parking lots will be swept twice a month except for:

- Crown Valley Parkway, Alicia Parkway, and Moulton Parkway.
- The three roadways will be swept on a weekly basis.

There are only nine (9) posted City streets for sweeping:

1. Seaglen,
2. Niguel Ranch
3. Hidden Hills
4. Tessier
5. Parc Vista
6. Sweet Meadow
7. La Gracia
8. Aliso Niguel Road (Pacific Park to Moulton Parkway), and

9. East Nine Drive (Club House Road to Cul-de-Sac/Private Gate)

PARKING LOTS CLEANING

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

Facilities:

- City Hall
- Crown Valley Community Center
- Metrolink Station
- Sea Country Senior and Community Center
- YMCA

Parks:

- Alicia Skate and Soccer
- Crown Valley Park
- El Lazo Basketball Courts
- La Paz Sports Park
- Bear Brand Park
- Chapparosa Park
- Marina Hills Park
- Pooch Park

TRAILS (BIKE PATHS)

See Exhibit C for the detail summary of Trails

- Chapparosa Park
- Crown Valley Park
- Niguel Road Park
- Niguel Road Right-of-Way
- Parc Vista Overlook

WORKING HOURS

Normal working hours shall be between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday.

Parking lot areas and arterial working hours shall be between: 12am. to 7:00 a.m.

Residential Area and trails (bike) path working hours shall be between: 7:00 a.m. to 4:00 p.m. in accordance with the schedule provided in Exhibit B.

SCHEDULES

The Contractor shall follow the currently established sweeping schedule and match its manpower and equipment resources. All work shall be completed on the day scheduled

within the time frames indicated as shown on the street sweeping schedules.

- A. Schedule Changes by the City. Changes or variations in scheduling may be necessary by City special events, Public Works projects, other maintenance projects outside of this contract, etc. The Contractor shall adapt any or all schedules to the City's requests with no penalty or charge to the City for services not provided. A minimum of 48-hour notice will be provided in such cases by the City.
- B. Schedule Change by the Contractor. If the Contractor should choose to change its schedule or routes, the Contractor will be required to produce a new schedule. The new schedule must be approved by the Director of Public Works prior to implementing the changes.

The Contractor shall submit any revised schedules immediately when actual performance will differ from planned performance, not less than forty-eight (48) hours in advance of any change, when applicable.

Failure to notify the City of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week.

EXCEPTION TO THE SCHEDULE

Contractor shall notify the Street Maintenance Superintendent, when work has been stopped due to weather, equipment breakdown, or for any other reasons.

Contractor will also inform the Street Maintenance Superintendent of where and when work has stopped and provide the total mileage swept up to that point. Contractor will document all such information in the required daily route reports and monthly reports and credit monthly invoice charges using unit costs stipulated in this contract, when applicable.

- A. Inclement Weather. When inclement weather prevents adherence to the regular sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work as deemed needed by the Public Works Director, resulting from such inclement weather without additional charge.
- B. Other than Inclement Weather. In the event, the Contractor is prevented from completing the sweeping as provided in the schedule because of equipment breakdown or reasons other than inclement weather, the Contractor shall be required to complete the sweeping services deferred prior to the end of the month, for all residential routes. In the case of "Early Morning" and posted "No Parking" routes, Contractor will give the City credit for the work not performed in accordance with the compensation rate hereinafter specified.
- C. City Holidays. The Contractor shall observe all legal City holidays, yearly and no deduction in payment for services not provided on such legal holidays shall be made:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Day After
- Christmas Eve Day
- Christmas Day
- Day After Christmas
- New Year's Eve Day

The Contractor shall provide street sweeping in those areas missed due to the holidays within one week of the missed date. The contractor shall submit a schedule of the make up operations. No additional payment will be made for these scheduled changes, even if additional equipment is required to carry them.

COORDINATION WITH OTHER CITY PROGRAMS

This contract will require the Contractor to establish and maintain good working relationships with various work units in the City. The Contractor shall be responsible for cooperating and coordinating with the following City programs:

- A. Garbage Collection Program: This program consists of the collection of garbage and recyclable materials in the residential areas. The frequency of collection is once a week and the days of collection are Mondays through Fridays of each week.
- B. Tree Pruning Program: The City prunes street trees on a five-to-six (5-6) year cycle and also removes trees as necessary. Tree crews work daily, Mondays through Fridays.
- C. Road Work: City, County, and utility maintenance forces make utility repairs and additions on an as-needed basis. Coordinate with the City's Public Works Department for ongoing street and waterline projects.
- D. Traffic Counters: The Contractor is cautioned that at various times and locations the City will temporarily install portable traffic counters, which utilize one or more hoses, placed in the roadway. The Contractor shall work with the City on its sweeping schedule to avoid sweeping areas with counters in place. If an area with a counter must be swept, care should be taken to avoid the traffic counter equipment and appurtenances. If the Contractor's equipment causes damage to such a counter or its appurtenances, the Contractor shall bear the entire cost of restoration, repair, testing, or replacement of the traffic counter.

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

BARRIERS

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

When performing work under this agreement, should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard. The necessary warning and protective devices/equipment ensures shall be furnished and installed by the Contractor, at the Contractor's expense

EMERGENCY SERVICE

Contractor shall provide a 24-hour telephone number for 24-hour emergency callout service.

The Contractor will provide the City with names and telephone numbers of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. These Contractor representatives shall respond to said emergency within one (1) hour.

Compensation for emergency callouts shall be on an hourly basis according to the rates listed in the Bid - Schedule of Prices.

AS NEEDED SERVICES (EXTRA WORK)

Under ordinary conditions, payment will not be authorized for additional work, unless the work and costs thereof, are first approved in writing by the City.

As Needed Services for miscellaneous extra work is to include but not be limited to:

The Contractor shall obtain written approval from the Street Maintenance Superintendent prior to proceeding with any extra work except for emergency clean-up.

Contractor shall submit a written proposal to the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other contractors or City forces. All work performed under this section shall not interfere with, or reduce, normal maintenance schedules or activities. Separate crews shall be utilized for extra work.

- A. Any special attention areas may be added to the list at a later date or covered under an hourly non-emergency basis.
- B. Special attention to grated catch basins that collect debris, may result in need for additional service by Contractor to collect debris if sweeper vehicle is unable to service to the level expected by the City.
- C. In the event the City desires to extend the street sweeping program to include additional streets after the effective date of this contract, then any such additional sweeping which is required of the Contractor shall be paid for at the current unit prices for compensation specified by this contract or any subsequent amendments to it. The Contractor shall develop new "routes" in conjunction with the above, at no additional cost to the City.
- D. The Contractor shall provide street sweeping services as an emergency service and immediately following parades, community celebrations, and other activities involving the streets of the City, when requested by Street Maintenance Superintendent at the extra rate specified by this contract

EQUIPMENT AND MATERIALS

VECHILE

Contractor shall use street sweeping equipment in conformance with the highest standard of street sweeping. While operating, street sweepers at work shall not exceed a maximum speed of 10 mph; sweepers when driven shall have a maximum of the posted speed limit. The Contractor shall provide a minimum of one (1) relief sweeper for each sweeper planned to be used to perform the contract work.

The Contractor shall have all sweepers return to the company's yard for washouts and hopper cleaning.

Contractor shall use equipment deemed acceptable by express approval of the Street Maintenance Superintendent. Contractor's equipment shall be subject to inspection by the Street Maintenance Superintendent. If the Contractor's equipment does not comply with the standards herein, such equipment shall be removed from service by the Contractor and not again be used again until inspected and approved in writing by the Street Maintenance Superintendent.

Older street sweeping equipment may be substituted for periods not to exceed five (5) days at such time when the newer equipment is temporarily out of service for reasons of maintenance or repair. Requests to substitute older street sweeping equipment for periods in excess of five (5) days shall be submitted in writing to the Street Maintenance Superintendent. The Street Maintenance Superintendent may reject any vehicle or piece of equipment and order it removed from the job site.

Vehicles shall be in conformance with the latest South Coast Air Quality Management District requirements for low emission/alternative fuel use. Upon approval of any new regulations, the Contractor shall be prepared to meet the requirements of the new rule.

Contractor's street sweeping equipment shall meet the following requirements:

- A. SCAQMD Rule 1186 Certified Street Sweepers.
- B. Equipment should be clean and in good mechanical condition, uniformly painted and numbered.
- C. Contractor to supply CITY with GPS locator access to Contract vehicles during hours of operation.
- D. Sweeper must have a dual cutter broom.
- E. Standard full-size motorized street sweeper.
- F. An air regenerative sweeper equal to or larger than a Tymco 600 or shall be a vacuum sweeper with equal pick up capabilities, with dual gutter brooms.
- G. The street sweeping equipment shall not be older than eight (8) years from date of manufacturer.
- H. Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City streets of picking up broken glass, paper, dirt, rocks, gravel, leaves and debris.
- I. Street sweeper speed and broom pattern shall be in accordance with the manufacturer's recommendations.
- J. Maintained in top running condition, including arriving clean for each daily schedule
- K. Equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time.
- L. The sweeper shall also be identifiable with the company name and phone number on each side along with office telephone number.
- M. Street sweepers shall be equipped to perform left and right hand-pick-up and shall always travel in a direction "with traffic".
- N. All vehicles shall be equipped with an operational rotating amber light when parked or used on public streets.

GPS FLEET TRACKING SYSTEM

All vehicles assigned to the work shall be fitted with GPS fleet tracking technology while working in the City of Laguna Niguel. Sweepers must be equipped with mobile radio communications or cellular telephones to the Contractor's dispatch office. Contractor will provide the City with access to the GPS system which allows for the monitoring of each sweeper's current location, as well as previously traveled locations when requested. The GPS fleet tracking technology shall be made available at no cost to the City of Laguna Niguel and include, but not limited to the following:

- A. Available via Cloud for I-Pad mobile and Droid mobile accessibility.
- B. Realtime tracking and updates every 10 seconds.
- C. Vehicle identification.
- D. Failure to comply shall result in a deduction of \$100 per vehicle per day.

VEHICLES LOGO

Contractor shall display the name of his/her firm on any vehicles used by the Contractor's employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from fifty (50) feet along with office telephone number. All vehicles shall also have a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Laguna Niguel".

EQUIPMENT NOISE

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

WATER USAGE

The Contractor shall make provisions for acquiring and paying for all water utilized for all sweeping services in the City of Laguna Niguel, prior to the start of this contract. The Contractor shall contact Moulton Niguel Water District and make the necessary arrangements. Prior to the commencement of the service, the Contractor shall provide proof of any applicable permit or applications submittal, acceptances or payment to the Moulton Niguel Water District to the Street Maintenance Superintendent. Contractor shall not allow sweeping to occur without use/application of water for cleaning and dust control purposes, at any time.

The Contractor is to be responsible for the water used for street sweeping equipment necessary to comply with these specifications. Contractor is to contact Moulton Niguel Water District and obtain a water meter. The Contractor shall endeavor to not waste water and shall conserve wherever and whenever possible in his/her operations.

The discharge of non-stormwater into storm drain inlets, catch basins, or into the curb-and-gutter leading to the storm drain system is strictly prohibited per Stormwater and Runoff Pollution Control Regulations, and under the Federal Clean Water Act.

PERFORMANCE STANDARDS

LEVEL OF CLEANING

The Contractor shall dispose of all sweepings accumulated as a result of cleaning operations and shall not allow any sweepings to remain on the public street or other public property for more than one hour after it is accumulated. All material picked up shall become the property of the Contractor and shall be disposed of properly.

- A. Hand Sweeping. Where areas that are inaccessible by machinery, it shall be hand swept to remove dust, dirt, sand and debris to present a clean and neat appearance at all times according to the frequency schedule. All debris must be picked up and removed.
- B. Litter Pick Up. Litter pick up shall include the hand cleaning and removal of debris from any area where the power sweeper and hand sweeping are not effective, such as around dumpster enclosures, traffic islands or medians, tree well planters, median planters, booth areas, trash cans, beams surrounding parking lots, parking bumpers, median corners, and storm drain catch basin inlets. Litter pick up shall be performed not less than specified in the frequency schedule.

MEETING

The Contractor shall be responsible for attending meetings arranged by the City or other agencies. The Contractor shall meet at the time and location as specified by the Streets Maintenance Superintendent to discuss maintenance issues and priorities. The Contractor's representative shall be the Supervisor appointed to the contract.

- A. Inspection of the area included in the agreement will be made by the City and Contractor. The results of each inspection will be recorded, forwarded to the Contractor and retained for reference.
- B. Any specific problem area which does not meet the conditions of the specifications set forth herein, as a result of the Contractor's work as scheduled or assigned, shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner by the Street Maintenance Superintendent.

REPORTS

The Contractor shall keep accurate records concerning all its employees or agents and provide the City within ten (10) working days of the effective date of this agreement with names, titles, addresses, and telephone numbers of employees to be called in an emergency. The City has the option to request changing the employees if not satisfied with them.

The Contractor shall permit the City to inspect and audit its books and records at any and all reasonable times.

- Weekly Street Cleaning Report
- Monthly Maintenance/Performance Report
- Revised Maintenance Calendar/Schedules (when required)
- Monthly Phone Log
- Annual NPDES Report (see Exhibit “D”)
- Disposal/Discharge Record (quarterly)
- Deficiency Report

A. Weekly Street Cleaning Report. The Contractor shall complete a daily street cleaning report indicating totals and types of work performed, the titles of and/or route numbers swept, including mileage and cubic yards of debris collected and disposed of or if applicable, the exact location of the work performed.

This report shall also contain a description, including man hours, labor classifications, prevailing wage paid, equipment, and materials breakdowns and costs used to accomplish any assigned work and/or additional work which the contractor deems to be beyond the scope of the contract.

B. Monthly Maintenance/Performance Report. A monthly report shall summarize the total of the following information:

1. Curb-miles swept each day
2. Scheduled curb-miles and areas missed
3. Scheduled curb-miles and areas swept
4. When missed areas were swept
5. Number of complaints received each day and how they were resolved

C. Disposal/Discharge Record (quarterly). Contractor shall submit a daily statement reporting total loads of debris and refuse hauled to dumpsite. Contractor shall also submit a daily statement reporting sweeper miles.

The Contractor shall be responsible for properly and legally disposing of any type of waste or debris. The Contractor shall keep a “Disposal Record,” to be periodically provided upon demand by the City, for review by the City, and shall list dates, type and quantity of waste or debris disposed of, and shall show receipts for its disposal.

The City shall in no way be responsible for the disposal or final destination of any waste or debris disposed of or produced in connection with this contract. Contractor shall pay all disposal fees. The City does not have disposal sites. No debris shall be left on any street or within the public right-of-way. All debris dumped on a City street for removal by Contractor later in the day will have appropriate warning devices placed around this debris.

The Contractor shall report to the City quarterly, the tonnage of debris collected. The Contractor shall divert all sweeping material generated away from the landfill.

The Contractor shall provide the City quarterly with documentation identifying where material was discharged and a summary of weight and percentages (%) of material discharged.

D. Annual NPDES Report (see Exhibit D). In addition, every year, as requested by the City, the Contractor shall provide the City with a completed annual NPDES report. A copy of the NPDES report is attached as Exhibit "D" to this RFP. The NPDES report form may change from time to time.

E. Monthly Phone Log.

- 1) *City Community Phone Log with the Contractor.* A phone log will also be submitted monthly as a part of the aforementioned monthly report, of all calls from the City of Laguna Niguel to the Contractor, whether or not those calls require a request for service, and a description of the action taken to resolve the City call.
- 2) *Complaints Log.* Contractor is required to have radio-equipped street sweepers and a supervisor available by telephone on a 24-hour basis who is assigned to provide direction and prompt attention to requests from the City for emergency service. Response shall be within one hour after request is received.

Contractor shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the agreement. Contractor shall report to the Street Maintenance Superintendent, the following working day as to the action taken with reference to the complaint and, when necessary, complete the Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.

The Contractor shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection of the Street Maintenance Superintendent.

The Contractor shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Street Maintenance Superintendent within twenty-four (24) hours as to the action taken concerning each complaint.

F. Deficiency Report. The Contractor is required to correct any deficiencies found by inspection and listed in a deficiency report. Said deficiencies shall be corrected within 24 hours as required by the Street Maintenance Superintendent. If work listed in the Deficiency Report is not completed, payment covering subject deficiency shall be withheld until said deficiency is corrected.

G. Weekly Request. The Contractor representative shall contact the City on a weekly basis for notification of deficiencies requiring correction or for changes of any type.

DEFICIENT IN PERFORMANCE

It is intended that the Contractor will schedule his/her operations to meet or exceed performance standards requirements in the areas as assigned (residential and arterial streets, city owned facilities parking lots and trails.). The Street Maintenance Superintendent shall notify the Contractor by telephone or email of performance issues. The deficiency activities shall be documented in the Deficiency Report and the Contractor is required to comply to make corrections at not cost to the City to re-commit resources for cleaning the residential & arterial streets, city owned parking lots or trails.

City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the Street Maintenance Superintendent to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the City of Laguna Niguel.

If deficiencies are not remedied within **24 hours** of the time City notified Contractor of such failure, Contractor agrees to pay (as liquidated damages and not as a penalty) in the amount of \$500 per working day.

FAILURE TO SWEEP

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

DAMAGES

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

SPILLS MATERIAL OR EQUIPMENT SPILLS

The Contractor shall make additional passes on street routes to pick up any spillage of sweeping materials, debris dropped during turns, or crossing of cross gutters prior to moving to the next area.

The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance must be made by the operator and the area cleaned within two hours. If it is determined by the Street Maintenance Superintendent that the Contractor has failed to execute a proper cleanup, any/all costs incurred by City to do so will be deducted from the following invoice to be paid to the Contractor.

INVENTORY

Approximate centerline roadway mileages are:

| Descriptions | Distance |
|---------------|--------------------------------|
| Arterials | 20.4 miles |
| Residential | 118.4 miles |
| Total: | 139 miles (138.8 miles) |

| PARKING LOTS | | |
|---|--|---------------------------|
| Location | Square Feet | Acres |
| Alicia Skate and Soccer Park at 27745 Alicia Parkway North and South parking lot | 52,347 | 1.201 |
| Bear Brand Park at 32385 Park Road From St. Annes School to Rear of SDG&E Substation | 79,137 | 1.816 |
| Chapparosa Park at 25191 Chapparosa Park Road Park Entrance to Turn Around | 78,940 | 1.812 |
| City Hall at 30111 Crown Valley Parkway A.C. Front Entry Pavers Front Entry A.C. Parking Lot Pavers Parking Lot Total: City Hall Parking Lot | 2,327 2,893 52,110 6,825 <u>64,155</u> | 1.472 |
| Crown Valley Community Park, 29751 Crown Valley Parkway Crown Valley Park YMCA Parking Lot Total: Crown Valley Parking Lot | 117,663 46,175 <u>163,838</u> | 3.76 |
| El Lazo Basketball Courts, 23804 El Lazo Road Entry Drive Off El Lazo Road Parking Lot Proper Total: El Lazo Basketball Courts | 14,560 <u>31,572</u> 46,132 | 1.059 |
| La Paz Sports Park at 28051 La Paz Road Behind Shopping Center and Immediately Along Park Proper | 22,648 | .519 |
| Marina Hills Park at 24802 Marina Hills Drive Parking Lot Proper | 14,206 | .326 |
| Metrolink Train Station at 28200 Forbes Road 27' Entry Road from Forbes Cul-d-Sac to Parking Lot Proper Phase I Parking Lot Proper Phase II Parking Lot Proper Total: Metrolink Parking Lot | 22,329 102,076 <u>54,921</u> <u>179,326</u> | 4.116 |
| Pooch Park at 31461 Golden Lantern Parking Lot Proper | 17,037 | .391 |
| Sea Country Senior and Community Center at 24602 Aliso Creek Road A.C. Parking Lot Proper Pavers (Crosswalks and Entry) Total: Sea Country Senior and Community Center | 38,948 <u>3,536</u> <u>39,784</u> | .913 |
| GRAND TOTAL ALL PARKING LOTS | 757,550 | 17.39 |

| TRAILS | | | |
|---|--------------------|--------------------|--------------|
| Location | Linear Feet | Square Feet | Acres |
| Chapparosa Park Trail | | | |
| 10' Wide A.C. From Park Ent. to Golden Lantern | 3,820 | 38,200 | |
| 10' Wide A.C. From Basketball Cts. To Trash Bins | <u>920</u> | <u>9,380</u> | |
| Total: Chapparosa Park Trails | 4,740 | 47,580 | 1.383 |
| Crown Valley Community Park Trail | | | |
| 11' Wide A.C. Trail Through Park Proper | 3,250 | 35,750 | |
| 11' Wide A.C. Trail Through Area "M" | <u>1,760</u> | <u>19,300</u> | |
| Total: Crown Valley Community Park Trails | 5,010 | 55,050 | 1.263 |
| Niguel Road Park Trail | | | |
| 10' Wide Concrete Trail | 1,205 | 12,050 | |
| 10' Wide A. C. Trail and Driveway | <u>1,739</u> | <u>17,390</u> | |
| Total: Niguel Road Park Trails | 2,944 | 29,440 | .675 |
| Niguel Road R.O.W. Trail | | | |
| 10' Wide Concrete Trail from MNWD Sewer Lift Station to Ridgeway, parallel to Niguel Road | 4,385 | 43,850 | 1.006 |
| Parc Vista Overlook Trail | | | |
| 15' Wide A.C. Trail from Parc Vista to Salt Creek Trail | 1,714 | 25,710 | .590 |
| South Peak Trail | | | |
| From Niguel Road to Camino Del Avion | 5,374 | 59,114 | |
| Camino Del Avion Entry to Bridge Junction | <u>462</u> | <u>4,620</u> | |
| Total: South Peak Trail | 5,836 | 63,734 | 1.463 |
| Salt Creek Trail | | | |
| From Parc Vista Overlook Trail to Niguel Rd. Trail | 3,410 | 44,330 | 1.017 |
| GRAND TOTAL ALL TRAILS | 28,039 | 309,694 | 7.397 |

LABOR

LABOR CODE

The contractor shall comply with all applicable requirements of the California Labor Code hereto in the Maintenance Services Agreement.

PREVAILING WAGE

Not applicable for this service.

TRAVEL AND SUBSISTENCE PAYMENTS

The Contractor shall pay travel and subsistence payments to workmen needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8. (If applicable)

WORKER'S COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure payment of Worker's Compensation to his employees. The Contractor shall supply the certificate required by Section 1861.

FAIR EMPLOYMENT PRACTICES

In connection with performance of the work under this contract, the Contractor agrees as follows:

The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, national origin or age. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and training.

The Contractor will permit access to its records by the Fair Employment Practices Commission for investigation of compliance with Fair Employment Practices. That should investigation determine that the Contractor has not complied with the Fair Employment Practices, then pursuant to Sections 1735 and 1775 of the Labor Code, the Contractor shall forfeit to the City one hundred Dollars (\$100.00) for each calendar day or portion thereof, for each person so denied employment as a result of non-compliance.

PERSONNEL

SUPERVISOR

The Contractor shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor or his/her representative shall check with the Department of Public Works weekly as to (1) schedule of work, (2) complaints and (3) adequacy of performance.

GENERAL EMPLOYEE GUIDELINES

No workman shall be employed on any work under these specifications who is found to be incompetent, disorderly, troublesome, intemperate or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the Street Maintenance Superintendent, shall be discharged immediately and not re-employed on the work.

BACKGROUND

All personnel engaged in performance of this work shall be employees of the Contractor, and as such shall be warranted to possess enough experience and reliability to perform this work.

CONDUCT

No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.

HEALTH

All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises. Neither shall the Contractor allow the use of alcohol or drugs on the premises.

MINIMUM MANPOWER

Failure of the Contractor to comply with, Contractor proposed minimum manpower, will result in a deficiency deduction of One Hundred Dollars (\$100.00) per person, per day.

BACKUP STAFF

The Contractor shall provide enough backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

REPLACING KEY PERSONNEL

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of

substantially equal ability and qualifications. The contractor shall be responsible for, but not limited to, the following:

- A. Adherence to schedules
- B. Maintenance or replacement of cleaning equipment
- C. Notifying City of any personnel changes
- D. Training of new personnel

NON-DISCRIMINATION

The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

REMOVAL OF ITEMS

The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Laguna Niguel in writing.

TRAINING

Contractor shall have an on-going training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

RECORDS

Contractor shall maintain an accurate record showing name, employee number, classification, actual hours worked, and actual wages and benefits paid per diem to each employee. These records shall reflect all workmen engaged in the performance of the work in accordance with the provisions of Section 1776, 1812, and 1852 of the Labor Code. Said records shall be available upon request of the City and shall be retained for a minimum of three years by the Contractor.

RESPONSIBILITIES OF THE CONTRACTOR

LICENSES/PERMITS

NOT REQUIRED FOR THIS RFP.

CONTRACTOR'S OFFICE/FACILITIES

The Contractor shall maintain an office or base of operations within **Orange County**. The only exception will be if the Contractor can fully demonstrate that he is capable of meeting all of the requirements, including emergency operations, specified herein. The Contractor shall maintain a telephonic communications system such as:

- Twenty-four-hour emergency notification to Contractor by the City is possible
- All calls are returned within one (1) hour

- All calls are toll free from Laguna Niguel

INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor shall not commence any work under this contract until he has secured all insurance required by this section nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained.

SAFETY

The Contractor shall accept the sole responsibility for complying with all applicable local, County, State or other legal requirements including, but not limited to, full compliance with the intents and terms of the applicable OSHA and Cal/OSHA safety orders at all times so as to protect all persons, including Contractor's employees, agents of the City, members of the public or others from foreseeable injury, or damage to their property.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the area.

The Contractor shall provide and pay for all barricades, lights, signs and other warning devices necessary to comply with all applicable State and County requirements for maintaining public safety. Placement of all warning devices shall be in accordance with the Traffic Manual published by the Department of Transportation, Business and Transportation Agency, and State of California.

All incidents out of the norm, including but not limited to, crimes, thefts, vandalism, hazards, etc., shall be reported immediately by phone to the Streets Maintenance Superintendent and followed by confirmation in writing.

COOPERATION/COLLATERAL WORK

The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by City forces and other Contractors. These activities will include, but are not limited to: remodeling/reconstruction, landscape refurbishment, programs, classes, special events, and sporting events. The Contractor may be required to modify, curtail or aid in certain operations and shall promptly comply with any request by the Streets Maintenance Superintendent to cooperate. It is possible to extent of these requests may cause additional expense to the Contractor. Payment for any additional expense will invoice under "As Needed Services."

PROTECTION AND RESTORATION

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time

after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.

UNIFORMS AND APPEARANCE

All Contractor's personnel shall be required to wear uniforms bearing company name while performing work under the contract. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. Uniform shall consist of a shirt and jacket with company name. Safety vests shall be not considered as part of the uniform but shall be required in compliance herein. Failure to comply shall result in a deduction of One Hundred Dollars (\$100.00) per occurrence per day.

VEHICLES AND VEHICLE APPEARANCE

All vehicles utilized by employees in the performance of the work shall be owned, registered and insured by the Contractor. Employees of the Contractor shall not drive personal vehicles to any sites to perform work under the contract. Failure to comply shall result in a deduction of One Hundred Dollars (\$100.00) per vehicle per day.

WORKSITE LIMITS

All operations shall be restricted to the City right-of-way, City leased property with City access and egress agreements. The Contractor shall not enter upon any adjacent property for the purpose of conducting any operations required under this contract unless the Contractor has obtained written permission from the affected property owner.

GENERAL ENVIRONMENTAL REQUIREMENTS

SOUND CONTROL

The Contractor shall comply with all State, County and local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract and shall make every effort to control any undue noise resulting from the operation.

Each internal combustion engine used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated in performance of the work without said muffler.

The noise level from the Contractor's operations between the hours of 8 p.m. and 7 a.m. on weekdays, including Saturdays, or at any time on Sunday or a City holiday, shall be in accordance with the Laguna Niguel Municipal Code Provisions on "Noise Control". The noise level from the Contractor's operation during the above specified times shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, mowers, or tractors that may or may not be owned by the Contractor.

WATER CONSERVATION

Whenever possible, the use of water shall be minimized, particularly during cleanup operations. All irrigation and water supply systems shall be kept in good working condition and leaks shall be repaired promptly. Nothing in this section shall relieve the Contractor from adequately maintaining this area in accordance with these specifications.

AIR POLLUTION

In accordance with the provisions of Sections 11017 and 14381 of the Government Code, the Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes.

WATER POLLUTION

In accordance with the provisions of the City of Laguna Niguel Local Implementation Plan, the Contractor shall comply with all surface and groundwater protections rules, regulations, ordinances and statutes and shall implement all appropriate Best Management Practices during the course of work. Discharges of sediment or pollutants to surface or groundwater are prohibited and Contractor will be held fully responsible for any penalties enforced under Federal Clean Water Act provisions.

Copies of the above documents are available from the Public Works Director/City Engineer and the Public Works Administrator.

PAYMENT

MONTHLY PERFORMANCE

City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

HOURLY RATE

Fees for work performed by the Contractor on an hourly basis shall not exceed the amounts shown on the Proposal Fee Sheet – Labor.

AUTHORIZATION TO PERFORM SERVICES

The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Streets Maintenance Superintendent or his/her designee.

INVOICING

At the end of each month, the Contractor shall submit an invoice which shall summarize all completed work during that month. Invoices shall be submitted in duplicate. Invoices shall be submitted on standard Company letterhead forms and shall state:

1. Invoices **SHALL BE MAILED**
Public Works Dept.
Attn: Streets Maintenance Superintendent
30111 Crown Valley Parkway

Laguna Niguel, CA 92677

**Upon the request of the City, the Contractor is to submit their invoices electronically as directed.*

2. Payment will be made subject to approval by the Agency/Department and normal processing requirements
3. Invoices shall be submitted on standard company letterhead forms and shall state:
 - A. Invoice number
 - B. Invoice period (dates)
 - C. Facility name
 - D. Contract Balance; Contract Amount, Total Previously Billed, Total of New Invoice(s), Total Billed to Date, Remaining Balance

| Contract Balance | | |
|--------------------------|--|----|
| Contract Amount: | | \$ |
| Total Previously Billed: | | \$ |
| Total of New Invoice(s): | | \$ |
| Total Billed to Date: | | \$ |
| Remaining Balance: | | \$ |

RFP INQUIRY FORM
(Must use this form to submit your questions)

Date: _____

From: (Name) _____

Company: _____

Email: _____

Contact No: _____

In Response to RFP 2021-002 Citywide Street Sweeping Services

Email questions to Jeff Metz, jmetz@cityoflagunaniguel.org

Deadline: **5:00 P.M., June 2, 2020**

Question:

PW-rev191011

RFP SUBMITTALS FORMS

The forms to be utilized and submitted to the City as part of the RFP proposal submittal package are followed in the next pages.

Below is the Mailing Label for your use.

Company Name:

Address:

City, State, and Zip Code:

**City of Laguna Niguel – Public Works Department.
30111 Crown Valley Parkway
Laguna Niguel, CA 92677**

RFP2021-002: CITYWIDE STREET SWEEPING SERVICES

RESPONSES TO SCOPE OF SERVICES

Proposers shall complete all forms and questionnaires as provided in this RFP. Failure to submit the required documents in the order provided below may render the proposal unacceptable and may not be considered for evaluation. Proposal shall be submitted in a sealed envelope marked on the outside the title of this RFP.

Proposal Package shall be bound in the following order:

- 1. On the Cover of the Sealed Envelope:**
 - A. Contract Title – RFP2021-002 Citywide Street Sweeping Services
 - B. Contractor Name
 - C. Contractor Address
 - D. Contractor Telephone Number
 - E. Contractor Contact Person

- 2. Contents:**
 - A. Proposal Form
 - B. Proposal Fee Sheet: Labor
 - C. Subcontractors Form
 - D. Questionnaire: Firm Information
 - Attach the Organization Chart
 - E. Questionnaire: Firm Experience
 - F. Questionnaire: Firm Personnel
 - G. Questionnaire: Equipment
 - H. Submit a Quality Control Plan
 - I. Questionnaire: Support Facilities
 - J. Questionnaire: Company Financial Condition
 - K. Proposal Affidavit
 - L. Past Contract Disqualification/Termination
 - M. Statement of Ability to Meet Insurance Requirement
 - Attach the Insurance Certificate
 - N. Worker's Compensation Insurance Certificate

- 3. Contractor's Proof and Other Information**
 - A. Company W-9

PROPOSAL FORM

RFP 2021-002: CITYWIDE STREET SWEEPING SERVICES

TO: City of Laguna Niguel
Public Works Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92767

| |
|----------------------------|
| Firm Name: |
| Authorized Representative: |
| Title: |
| Email Address: |
| Address: |
| City, State, and Zip Code: |
| Telephone: |

- 1. Addenda Acknowledgement.** The Contractor confirms all items or other matters contained in RFP Addenda issued by or on behalf of the City (list all addendum on the blank line below) has been incorporated with its Proposal. Contractor must **acknowledge each Addendum by the number with its initials** or their Proposal shall be deemed non-responsive.

Acknowledge and acceptance of the following addenda is hereby:

Addenda No. 1 _____ Initials: _____
Addenda No. 2 _____ Initials: _____
Addenda No. 3 _____ initials: _____

- 2.** By submitting this Response, the Contractor warrants and represents to the City the following:
- A. The project information provided, or made available, by the City is adequate, feasible and complete for providing the services.
 - B. This Proposal is binding for 90 days from the response submittal deadline.
 - C. Signature of the official authorized to bind to the terms of the proposal and agrees to perform the work as set for the specifications and this proposal.
 - D. Signed statement attesting that all information submitted with the proposal is true and correct.
 - E. Its Proposal is to provide all of the maintenance services required for all the facilities listed in the Request for Proposal.
 - F. The information provided regarding the facilities is a general understanding of the facilities and the Contractor is obligated to review each of the facilities before submitting a proposal.

G. The price submitted includes all appurtenant expenses, taxes, royalties and fees.

If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Contractor is an individual, his signature shall be placed above.

If the Contractor is **SOLE PROPRIETORSHIP**, complete and sign below:

Authorized Representative Name

Title

Signature

Date

If the Contractor is **PARTNERSHIP or JOINT VENTURE**, at least two (2) Partners shall sign here:

Partnership or Joint Venture Name

Member of the Partnership or Joint Venture

Member of the Partnership or Joint Venture

Signature
Date

Signature
Date

If the Contractor is **CORPORATION**, the duly authorized office shall sign as follows:

Corporation Name

By: Name of the Officer

Title:

Signature

Date

PROPOSAL FEE SHEET: LABOR

Please note: Budget cuts and monetary adjustments by Federal government, State, County or City may seriously affect the level of service for this contract. Contractor therefore agrees to adjust the level of service without changing other contract conditions herein, if notified to do so, within a reasonable time period.

Provide hourly rates, along with estimated annual pricing in accordance with the City’s current requirements, as set forth in Scope of Work.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for price adjustments for follow-on contract renewal periods shall be provided no later than ninety (90) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

PART A – MONTHLY SERVICE RATE

| DESCRIPTIONS | TOTAL ANNUAL COST (WEEKLY) | TOTAL ANNUAL COST (TWICE MONTHLY) |
|--|----------------------------|-----------------------------------|
| Street Sweeping Services from July 1, 2020* through June 30, 2021, based on equal monthly amounts. | \$ | \$ |
| Parking Lots Sweeping Services for July 1, 2020* through June 30, 2021, based on equal monthly amounts. | \$ | \$ |
| Trails (Bike Path) Sweeping Services for July 1, 2020* through June 30, 2021, based on equal monthly amounts. | \$ | \$ |
| GRAND TOTAL | \$ | \$ |

**July Service may not start, therefore a credit for this month shall apply.*

PART B – AS NEEDED SERVICES

HOURLY RATE \$ _____

By: _____
Signature of Representative

Date: _____

SUBCONTRACTORS

Identify Subcontractors by company name, address, contact person, telephone number and portion of work. The list should include a summary of the roles and responsibilities of each Subcontractor.

Subcontracting: No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the City. Requests to subcontract all or any portion of services required by this contract will be submitted to the Public Works Director, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services shall have successfully passed a background check prior to commencing work. Contractor shall bear the expense of any subcontractor background checks.

| | | | |
|---|-----------|--------------|--------------|
| Subcontractor Company Name: | | | |
| Address: | | City: | |
| State: | Zip Code: | License No.: | |
| Authorized Representative: | | | Contact No.: |
| Email Address: | | | DIR No. |
| Designated staff to perform the following function: | | | |

| | | | |
|---|-----------|--------------|--------------|
| Subcontractor Company Name: | | | |
| Address: | | City: | |
| State: | Zip Code: | License No.: | |
| Authorized Representative: | | | Contact No.: |
| Email Address: | | | DIR No. |
| Designated staff to perform the following function: | | | |

QUESTIONNAIRE: FIRM INFORMATION

1. Legal Name and Address

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____

2. Please provide the name and contact information who is authorized to submit this Proposal.

Name: _____
 Title: _____
 Contact No.: _____
 Email: _____

3. Please check the type of entity pertain to your firm:

Corporation Partnership Sole Proprietorship Joint Venture
 Other (please specify): _____

4. If a corporation, state the following:

Date of Incorporation: _____ State in which Incorporated: _____

5. Is the firm authorized to do business in California? Yes No
 If yes, on what basis? CA Corp CA Business License Other: _____

6. Name and Title of Principal Officers

| Name | Title of Principal Officers |
|------|-----------------------------|
| | |
| | |
| | |
| | |

7. The business was founded in: _____ (Month, date, Year)

8. The length of time in business: _____ years

9. Provide the total number of employees: _____

10. Any former address or parent company? Yes No

Provide the locations of other offices, if applicable.

Location: _____

Location: _____

Location: _____

Provide the parent company, if applicable.

Company: _____

Location: _____

11. Provide evidence, in the form of copies of licenses and certificates, that the firm meets minimum requirements.

PLEASE ATTACH YOUR ORGANIZATION CHART TO THIS PAGE.

QUESTIONNAIRE: FIRM EXPERIENCE

Provide **at least three (3)** similar in character, size and state if it was commercial, school, colleges, universities, cities or counties specified completed in the last ten (10) years. The term “completed” means accepted and final payment received from the owner or authorized representative. The term “similar in character” means projects that demonstrate experience in this Scope of Service of the RFP. **The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.**

***If the contractor does not have the experience in projects of similar nature, provide a written narrative as to why they are qualified to perform the work and what measures they intend to employ to familiarized themselves with the project work. Attach the narrative to this form. ***

This form may be duplicated if additional space is required.

| | | |
|--|---|---|
| SERVICE 1 | | |
| Owner Name: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | Zip Code: _____ |
| Term of Contract: Start Date _____ | End Date: _____ | Contract Amount: _____ |
| The service was provided to (please check one): | | |
| <input type="checkbox"/> Commercial Building | <input type="checkbox"/> Educational Facility | <input type="checkbox"/> Healthcare Facility |
| <input type="checkbox"/> Commercial Real Estate | <input type="checkbox"/> Entertainment Facility | <input type="checkbox"/> Hospitality Facility |
| | <input type="checkbox"/> Government Facility | <input type="checkbox"/> Industrial Facility |
| Reference for this project: | | |
| Contact Person: _____ | Title: _____ | |
| Email: _____ | Contact No: _____ | |
| Provide brief description of the work performed: | | |

| | | |
|--|---|---|
| SERVICE 2 | | |
| Owner Name: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | Zip Code: _____ |
| Term of Contract: Start Date _____ End Date: _____ | | Contract Amount: _____ |
| The service was provided to (please check one): | | |
| <input type="checkbox"/> Commercial Building | <input type="checkbox"/> Educational Facility | <input type="checkbox"/> Healthcare Facility |
| <input type="checkbox"/> Commercial Real Estate | <input type="checkbox"/> Entertainment Facility | <input type="checkbox"/> Hospitality Facility |
| | <input type="checkbox"/> Government Facility | <input type="checkbox"/> Industrial Facility |
| Reference for this project: | | |
| Contact Person: _____ | | Title: _____ |
| Email: _____ | | Contact No: _____ |
| Provide brief description of the work performed: | | |

| | | |
|--|---|---|
| SERVICE 2 | | |
| Owner Name: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | Zip Code: _____ |
| Term of Contract: Start Date _____ End Date: _____ | | Contract Amount: _____ |
| The service was provided to (please check one): | | |
| <input type="checkbox"/> Commercial Building | <input type="checkbox"/> Educational Facility | <input type="checkbox"/> Healthcare Facility |
| <input type="checkbox"/> Commercial Real Estate | <input type="checkbox"/> Entertainment Facility | <input type="checkbox"/> Hospitality Facility |
| | <input type="checkbox"/> Government Facility | <input type="checkbox"/> Industrial Facility |
| Reference for this project: | | |
| Contact Person: _____ | | Title: _____ |
| Email: _____ | | Contact No: _____ |
| Provide brief description of the work performed: | | |

QUESTIONNAIRE: FIRM PERSONNEL

There can be no change of Key Personnel once the proposal is accepted for contract award without the prior approval of the City's Contract Administrator.

The number of years of experience providing the desired services, which must be a minimum of three years.

This form may be duplicate if additional space is required.

| | |
|------------------------------------|----------------------|
| Staff- Name: | |
| Title: | |
| Level of Education/Degree Obtained | Years of Experience: |
| Provide the person's experiences: | |

| | |
|------------------------------------|----------------------|
| Staff- Name: | |
| Title: | |
| Level of Education/Degree Obtained | Years of Experience: |
| Provide the person's experiences: | |

| | |
|------------------------------------|----------------------|
| Staff- Name: | |
| Title: | |
| Level of Education/Degree Obtained | Years of Experience: |
| Provide the person's experiences: | |

QUESTIONNAIRE: EQUIPMENT

List the types of equipment, manufacturer, model # and number of each to be assigned to this contract.

Will all vehicles be uniform in color and with company name/logo?

Answer: _____

Note any equipment which will also be used on another contract.

PROVIDE PHOTOGRAPH OF EACH PIECE OF EQUIPMENT TO THIS PAGE.

| Vehicle | Manufacturer and Model # | Quantity |
|---------|--------------------------|----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

QUALITY CONTROL PLAN

The Bidder must submit a Quality Control Plan with the Proposal.

This should include:

1. The means the Contractor will use for completing the project.
2. Effective means of correcting any problems.
3. Identification of the entire scope of the project to illustrate that the Contractor is aware of the range and extent of the contract.
4. Identification of methodology to be used in handling complaints from the public, and damage to property during the performance of this contract.

FUTURE REPORTS DUE FROM CONTRACTOR

1. Weekly Street Cleaning Report
2. Monthly Maintenance/Performance Report
3. Revised Maintenance Calendar/Schedules (when required)
4. Monthly Phone Log
5. Annual NPDES Report (see Exhibit "D")
6. Disposal/Discharge Record (quarterly)
7. Deficiency Report

QUESTIONNAIRE: SUPPORT FACILITIES

1. Provide the address of the office from which work crews will be assigned.

Answer: _____

2. Provide address of main office.

Answer: _____

3. What facilities and procedures do you have for equipment maintenance and repair?

Answer: _____

4. What communication system do you presently use to communicate between field and office?

Answer: _____

5. What system will you use on this contract?

Answer: _____

6. What is your local toll-free telephone number?

Answer: _____

7. What telephone number is available for emergency response?

Answer: _____

8. What type of radio system do you use to communicate, if any?

Answer: _____

QUESTIONNAIRE: COMPANY FINANCIAL CONDITION

ANSWER THE FOLLOWING QUESTIONS. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER MAY RESULT IN A RESPONSE OF DISQUALIFICATION.

1. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss?
 No Yes *If Yes, explain on a separate paper and attach to this questionnaire form.*

2. In the past five (5) years, has the company had any contract with disputed amounts more than \$50,000 or a contract which was terminated by the owner, owner's representative or other contracting party and which required completion by another party?

 No Yes *If Yes, explain on a separate paper and attach to this questionnaire form*

3. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership? No Yes *If Yes, explain on a separate paper and attach to this questionnaire form.*

4. Has the company ever had arbitration on contracts in the past five (5) years?
 No Yes *If Yes, explain on a separate paper and attach to this questionnaire form*

5. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company?
 No Yes *If Yes, explain on a separate paper and attach to this questionnaire form*

9. Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? No Yes *If Yes, explain on a separate paper and attach to this questionnaire form*

6. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, or any local government agency within or without the State of California?
 No Yes

Initials _____ If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

PROPOSAL AFFIDAVIT

RFP 2021-002 Citywide Street Sweeping Services

The undersigned Contractor hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required to provide these services as set forth in the Request for Proposal for performing the work.

Contractor declares that this proposal is based upon careful examination of the Request for Proposal, including the specifications for performing the work, the work sites, and all other contract documents. If this proposal is accepted for award, Contractor agrees to enter into a contract with Agency at the prices set forth in the following Proposal Forms.

Contractor understands the following:

1. Its Proposal is to provide all of the Municipal Maintenance Services required for all City owned facilities.
2. The price submitted includes all appurtenant expenses, taxes, royalties and fees.

Signed

Date

Company Name:

Address:

City, State, and Zip Code:

Telephone No.:

PAST CONTRACT DISQUALIFICATIONS/TERMINATIONS

The Proposer is required to state any and all instances of being disqualified, removed, or otherwise prevented from proposing on or completing any contract for construction.

1. Have you ever been disqualified or terminated from any contract?

No Yes

2. If yes, provide name and address of agency and explain the circumstances:

Agency Name: _____

Agency Address: _____

Explanation:

Additional paper may be used to complete if necessary.

Signature of Contractor

Print Name and Title

STATEMENT OF ABILITY TO MEET INSURANCE REQUIREMENTS

I and the insurance broker(s)/company(ies) have reviewed the attached City of Laguna Niguel Insurance Requirement as stated below and on the Maintenance Service Agreement to provide **verification of coverage** after award of the contract.

MUST PROVIDE THE INSURANCE BROKER'S INITIALS IN THE TEXT BOX BELOW AND ATTACH THE INSURANCE CERTIFICATE TO THIS FORM.

| ITEMS/DESCRIPTION | Insurance Broker Initials: |
|---|----------------------------|
| The City shall be named as an additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies, documented by a written endorsement. | _____ |
| The policy must carry a 30-day cancellation clause. | _____ |
| Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form. | _____ |
| Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on City premises for other than commute purposes or the vehicle is an integral part of their services). | _____ |
| Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, as required by statutory insurance requirement of the State of California. | _____ |

By: _____ Date: _____
 Signature of Representative

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code Amended by Stats. 1979, C.373, p1343, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the Agency prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Contractor

By _____
Print Name

Signature

Title

Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."



Did you sign and submit all the required forms?

Did you attach any relevant information related to the questionnaire?

If not, the proposal may be rejected.

EXHIBIT D – ANNUAL NPDES REPORT

Street Sweeping

Did you purchase new street sweeping equipment or establish new contracts for said services? Yes No

If yes, how did you consider pollutant removal effectiveness prior to the purchase of equipment or establishment of a new contract?

Manufacture Specification Technical Documents Other: (Specify) _____

Provide information regarding the type(s) and number(s) of street sweepers used, sweeping frequency, and amount and type of material collected:

| Type of Sweeper | Number of Each Type of Sweeper |
|------------------|--------------------------------|
| Brush | |
| Vacuum | |
| Brush Assisted | |
| Regenerative Air | |
| Other | |

| Sweeping Frequency (i.e. 2 times per month) | Total Weight Collected for Fiscal Year (tons) | % Soil | % Leaves | % Trash/Debris |
|--|---|--------|----------|----------------|
| <i>Commercial</i> times per | | % | % | % |
| <i>Industrial</i> times per | | % | % | % |
| <i>Residential</i> times per | | % | % | % |

How is the % determines? Estimates Studies

Other: _____

Additional Information

Parking restrictions for street sweeping? ? Yes No

Activities monitored for adherence to manufacturer's specifications for optimal equipment performance? ? Yes No

If yes, how often? _____

Are streets inspected for sweeper effectiveness? Yes No

If yes, how often? _____

If yes, by what means? _____

SAMPLE MAINTENANCE SERVICES AGREEMENT

The contract agreement is required by the awarded Contractor. For reference only, please review the agreement on the next pages.

AGREEMENT FOR MAINTENANCE SERVICES

CITYWIDE STREET SWEEPING SERVICE

THIS AGREEMENT is made and entered into the **Date day of Month, 2020** by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and Contractor, a **[capacity]**, hereinafter the "Contractor."

R E C I T A L S:

1. The City requires professional to provide street sweeping service within the city boundaries.
2. The City circulated a Request for Proposal for "RFP 2021-002 Citywide Street Sweeping Service" on May 26, 2020.
3. Contractor submitted a proposal to the City to provide the required services which is Exhibit "B" to this Agreement.
4. City staff reviewed all of the proposals and, after considering the qualifications, proposed staffing, working plans/response time, and fairness, reasonableness of the Contractor's proposed cost, has determined that an Agreement to provide the required services should be awarded to the Contractor.
5. The City to desires to enter into agreement with Contractor for the required services.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as RFP2020-002 Citywide Street Sweeping ("Project"), as described in this Agreement, the Scope of Work attached hereto as Exhibits A and B and incorporated herein by this reference, and Contractor's Proposal dated **[Date]**, which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and Contractor's proposal, the terms of this Agreement shall control.
2. Additional or Different Services. Any proposed changes in the Scope of Work

shall be made only by written amendment to this Agreement.

3. Term. The Contractor shall commence providing the required services on Month Date Year and this Agreement shall continue in full force and effect until Month Date Year, subject to termination as provided in paragraph 19. The Agreement may be extended for two one-year terms if the Contractor's performance is satisfactory.

4. Payment for Services. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed _____ Dollars (\$xx,xxx) per month, in accordance with the amounts and in the manner and at the times set forth in Exhibit C. In no event shall the total compensation paid Contractor exceed _____ Dollars (\$xx,xxx)

5. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit C.

6. Licenses; Standard of Care.

A. Contractor represents and agrees that all personnel engaged by Contractor in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Contractor represents and warrants to City that it has all licenses, permits, qualifications, and approvals to provide the services and work required to be performed by this Agreement. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

B. Contractor shall perform the services under this Agreement in a skillful and competent manner. The Contractor shall be responsible to City for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Contractor be found in such services, Contractor shall correct the errors at no additional charge to City by redoing the work.

7. Legal Responsibilities.

A. Contractor shall keep itself informed of all State and Federal laws and regulations which may in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

B. The City and its Council members, officers, employees, agents, representatives and consultants are not responsible or liable for any claims, losses or damages that may arise from injury to any person, including employees of Contractor or any subcontractor, or from damage to adjoining or other property from any cause

whatsoever arising out of or in connection with the performance of the required services.

8. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9. Subcontracting Subject to Approval. Contractor may not subcontract any portion of the work required by this Agreement to other persons or firms unless Contractor first obtains the written consent of City to engage in such subcontracting.

10. Independent Contractor. Contractor is and shall, at all times, remain as to City a wholly independent contractor. Neither the City nor any of its officers, employees, or agents, shall have control over the conduct of the Contractor or any of the Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents, are officers, employees, or agents, of the City. Except as specified in writing by City, Contractor shall have no authority, expressed or implied, to act on behalf of City, and Contractor shall have no authority, expressed or implied, to incur any obligation or liability against the City. Contractor shall be responsible for and pay all taxes and other payments for Contractor and its employees for Federal and State income taxes, including withholding of taxes, Social Security, worker's compensation insurance, State disability insurance, unemployment insurance, and all other similar items.

11. Administration. This Agreement will be administered by the Public Works Department. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The Project Administrator shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

12. Indemnification, Hold Harmless, and Duty to Defend.

A. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or

passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

B. Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph.

C. Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

1) Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

2) Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

3) Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

13. Liability Insurance.

A. Without limiting Consultant's indemnification of City as described in paragraph 12, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement policy or policies of liability insurance of the type and amounts described below and satisfactory to the City Attorney. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with the City prior to exercising any right or performing any work pursuant to this Agreement.

B. Named Additional Insured. The City of Laguna Niguel and its Council members, officers, officials, employees, agents, and volunteers shall be named as additional insureds under the policies required by subparagraphs General and Auto Insurances for all liability arising from Consultant's performance of services pursuant to this Agreement. This insurance shall be primary to any insurance maintained by the City. City insurance shall not contribute to any judgment rendered against the City.

C. Insurance Coverage. Prior to the commencement of any services hereunder, Consultant shall provide to City certificates of insurance with original endorsements, and copies of policies, if requested by City, of the following insurance coverage:

1) **General Liability Insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

2) **Automobile Liability Insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3) **Professional Liability (errors & omissions) Insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this agreement.

4) **Workers' Compensation Insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

5) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultant.

D. Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subcontractors.

E. Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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, City may cancel this Agreement.

G. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

H. Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of noncompliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

I. Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

J. Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

K. Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

L. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

M. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

N. Pass Through Clause. Consultant agrees to ensure that its subcontractor, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultant, and others engaged in the project will be submitted to City for review.

O. City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

P. Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Q. Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

R. Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work

14. State Labor Code; Prevailing Wage Requirements. Prevailing wages is not applicable to street sweeping services. The minimum wage rate for this contract is subject to the California state minimum wage requirement, (<http://www.minimum-wage.org/california>).

15. Workers' Compensation Insurance. Contractor acknowledges the provisions of State Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor certifies that it will comply with these provisions before commencing performance of work under this Contract. The Contractor shall sign a Workers' Compensation Insurance Certificate, in a form satisfactory to the City, and submit the signed Certificate to the City prior to commencing work under this Contract.

16. Payment Bond Required. [Not Used]

17. Warranty. [Not Used]

18. Nondiscrimination by Contractor. Contractor represents and agrees that Contractor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19. Termination.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least 30 calendar days before the termination is to be effective. Contractor may terminate this Agreement

at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. **Obligations upon Termination.** Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation

20. **Notices.** Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following deposit in the United States mail, postage prepaid.

CITY: City of Laguna Niguel
Attn: Public Works Director
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

CONTRACTOR: **Company Name**
Attn: **Name**
Address: **Business Mailing Address**
City, State, Zip Code: **City, State, Zip Code**

21. **Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in **Exhibit A** hereto by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

22. **Exhibits.** The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. If any

inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

23. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

24. Breach of Agreement. In addition the right of termination set forth in Section 19, if Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of City to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

25. Attorney Fees. If any legal action or other proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

26. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

27. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

28. Authority to Sign. The person(s) executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

By: _____
Tamara S. Letourneau
City Manager

ATTEST:

Eileen C. Gomez,
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

Kevin G. Ennis
City Attorney

"CONTRACTOR"

COMPANY NAME

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT "A"
SCOPE OF WORK

EXHIBIT B- MAP

City of Laguna Niguel Sweeping / Trash Pickup Schedule

CITYWIDE STREET SWEEPING SCHEDULE

Trash pickup by: CR&R
Street sweeping by: R.F. Dickson Company

Street Sweeping ●

- 2nd and 4th Monday
- 1st and 3rd Tuesday
- 2nd and 4th Tuesday
- 1st and 3rd Wednesday
- 2nd and 4th Wednesday
- 1st and 3rd Thursday
- 2nd and 4th Thursday
- 1st and 3rd Friday
- 2nd and 4th Friday
- 1st and 3rd Tues. <6am / 2nd and 4th Fri.
- NA

Trash Pickup □

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

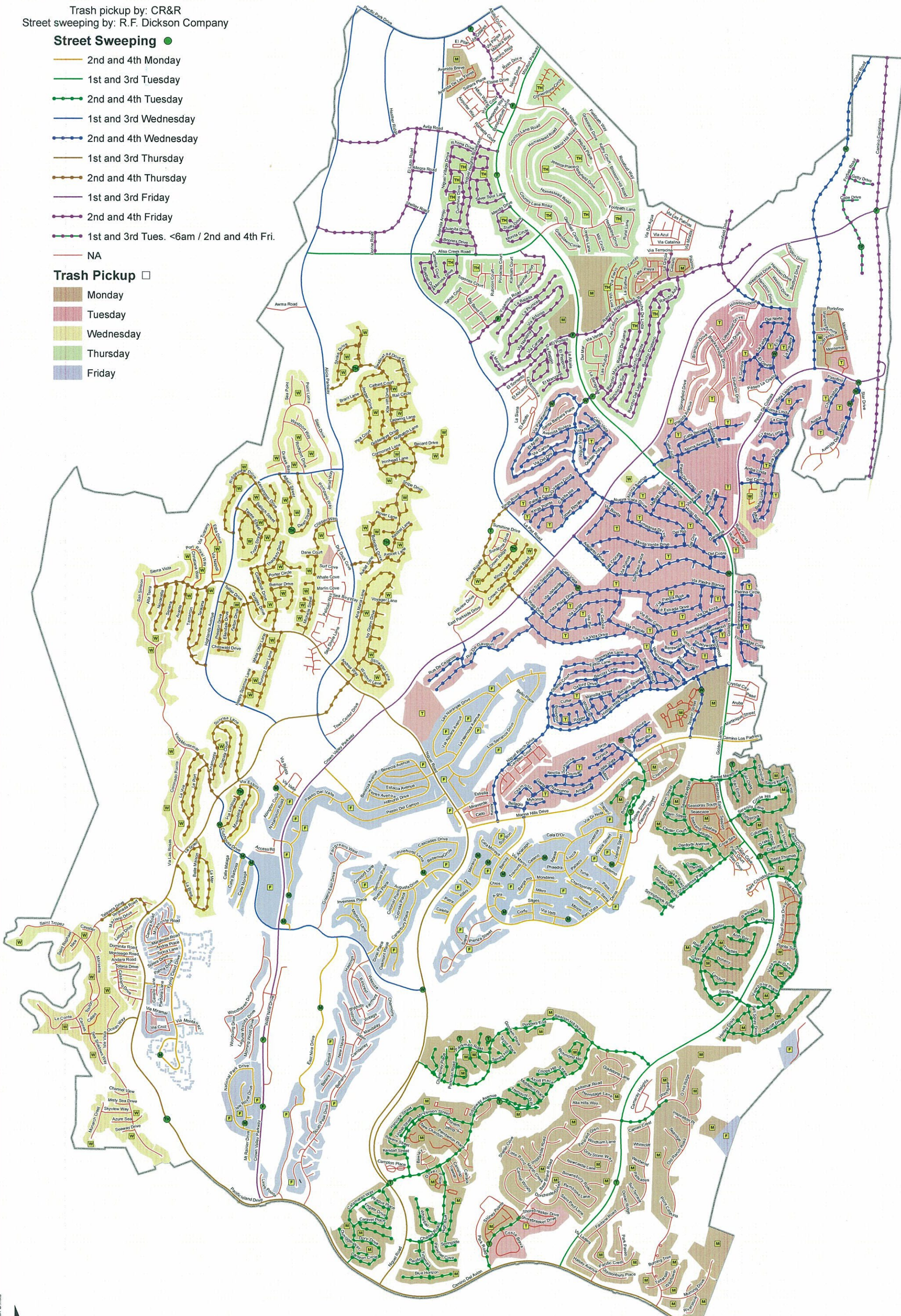


EXHIBIT "C"

SCHEDULE OF COMPENSATION; METHOD OF PAYMENT