ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and contractor, ARAKELIAN ENTERPRISES, INC., a California corporation, dba ATHENS SERVICES ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to have Contractor provide comprehensive street sweeping services in the City of Costa Mesa as described herein below; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the special services described in Contractor's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference. Contractor shall perform street sweeping services as set forth in City's schedule and routes to ensure that City may comply with its NPDES permit requirements. In addition to the services included within the Proposal, on days of inclement weather when sweeping would not be possible or practical, Contractor's employees and equipment shall be available to provide services to City in the nature of picking up of fallen tree limbs, cleaning out storm drain inlets, and similar services as requested by the City representative. Should the City desire to increase, reduce or change the number of miles or frequency of street sweeping services, Contractor shall make such reductions as requested by City upon a minimum of ten (10) days' written notice, except in cases of emergency, and Contractor's compensation shall be adjusted based upon the increase or decrease in miles or frequency of service, at the rates reflected in Contractor's proposal or as then may be in effect.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields

and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Contractor will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement. All equipment used by Contractor in performing services under this Agreement shall comply in all respects with all applicable laws, shall be maintained in good condition, free of defects and graffiti, and with all safety lighting necessary to ensure protection of the public.

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

1.4. Performance Bond. A performance bond shall be required to be issued to ensure Contractor's performance under this Agreement. The amount of the performance bond shall be $500,000 and shall be issued by an admitted surety insurer as defined by the Code of Civil Procedure Section 995.120.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense, with City's approval.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be compensated in the maximum amount of $478,800 per year for the first two years of this Agreement, with compensation to include all personnel costs, equipment costs, disposal fees, depreciation, etc. For the remaining term of the agreement, including any authorized extensions thereof, compensation on an annual basis may be increased by only by any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable. Compensation shall be increased or decreased for services actually provided as may be changed from time to time in writing by City as set forth in Section 1.1 above.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should additional or special sweeps be requested beyond the annual minimum sweeps proposed, they shall be billed at the proposal cost of $15.32 pr curb mile or $85.00 per hour, whichever is less.

2.3. Method of Billing. Contractor may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractors' services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule/route designation approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to three periods of one (1) year each. The City shall give notice to Contractor of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination if termination is with cause. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, in the event the City in its reasonable judgment determines it is not financially or legally feasible to continue with the contract, at any time, by providing one (1) year's written notice to Contractor. In the event of such cancellation, City shall not contract with another private contractor for the same services for the remaining period of the original term, if any.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination, or completion of work during the notice period.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Three Million Dollars ($3,000,000.00), combined

single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

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

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. The parties intend to enter into separate contracts for use of City facilities and for purchase of equipment from the City, and nothing in this Agreement shall prevent or supersede such separate agreements.

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

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

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

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

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

IF TO CONTRACTOR:	IF TO CITY:
Athens Services	City of Costa Mesa
14048 Valley Boulevard	77 Fair Drive
PO Box 60009	Costa Mesa, CA 92626

City of Industry, CA 91746-2801

Tel: 626-336-3636	Tel: 714-754-5156
Fax: 626-513-0986	Fax: 714-754-5330
Attn: Chief Operating Officer	Attn: Purchasing

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

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

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

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

6.9. Indemnification and Hold Harmless: To the fullest extent permitted by law, the Contractor assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Contractor or the performance of this Agreement by the Contractor (including its subcontractors and suppliers).

It is expressly intended by the parties that Contractor's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Contractor's indemnity and defense obligations shall cover the acts or omissions of any of Contractor's subcontractors, and suppliers, and the employees of any of the foregoing.

The Contractor's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Contractor's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Contractor or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Contractor may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Contractor shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Contractor has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Contractor during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in this Agreement. Contractor shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Contractor will not employ any regular employee of City, except for those employees who leave City employment voluntarily or through layoff, while this Agreement is in effect. Contractor shall conduct a job fair and assessment of any City employees who may be displaced as a result of this Agreement and shall offer a position to all displaced qualified City employees in accordance with its Proposal.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent

this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

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

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

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

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

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

CITY OF COSTA MESA,

A municipal corporation

_____ Date: _____

Chief Executive Officer of Costa Mesa

CONTRACTOR

_____ Date: 5-10-12

Ron Arakelian III, Executive Officer

95-4313271

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

City Attorney

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CITY OF COSTA MESA,

A municipal corporation

_____ Date: _____

Chief Executive Officer of Costa Mesa

CONTRACTOR

_____ Date: _____

Ron Arakelian III, Executive Officer

_____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

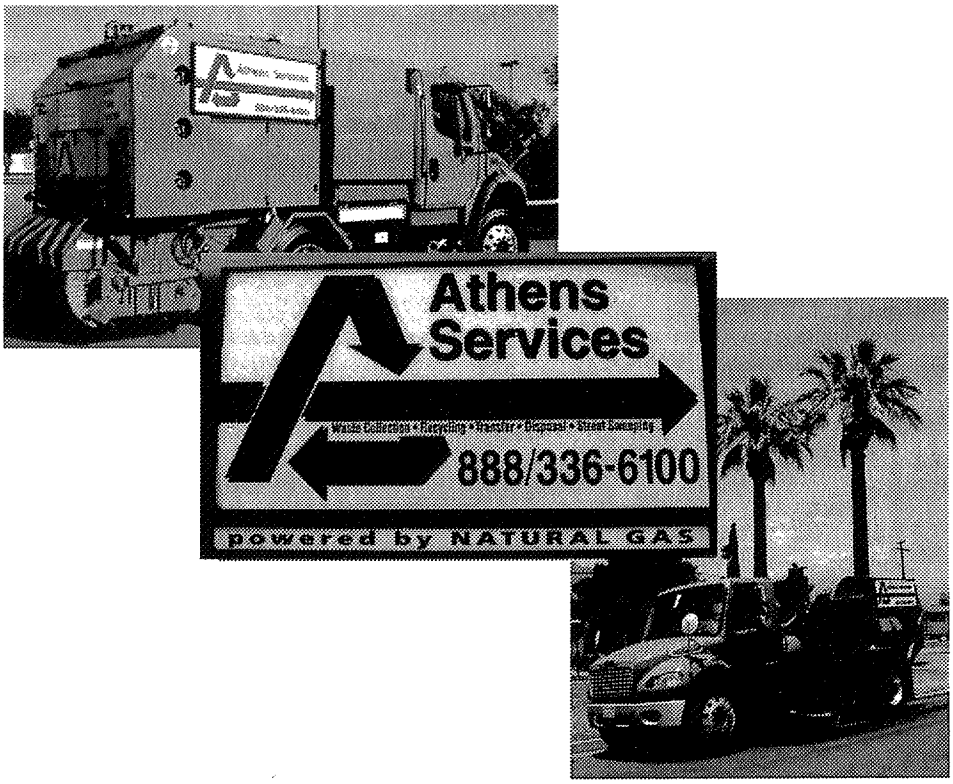
_____ Date: _____

Project Manager

EXHIBIT A

CONTRACTOR'S PROPOSAL

City of Costa Mesa
Response to Request for Proposals for Street Sweeping Services



Athens Services
P. O. Box 60009
City of Industry, CA 91716
(626) 336-3636

Gary M. Clifford
Chief Operating Officer
December 9, 2011

Athens Services

Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

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Athens Services

Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

Section One Vendor Application Form and Cover Letter

REQUEST FOR PROPOSAL

Street Sweeping Services

VENDOR APPLICATION FORM

TYPE OF APPLICANT: [X] NEW [ ] CURRENT VENDOR

Legal Contractual Name of Corporation: Arakelian Enterprises, Inc. dba Athens Services

Contact Person for Agreement: Gary M. Clifford

Corporate Mailing Address: Athens Services Box 60009

City, State and Zip Code: Industry, CA 91716

E-Mail Address: GClifford@AthensServices.Com

Phone: 626-336-3636 Fax: 626-513-0988

Contact Person for Proposals: Gary M. Clifford

Title: Chief Operating Officer E-Mail Address: GClifford@AthensServices.com

Business Telephone: 626-336-3636 Business Fax: 626-513-0988

Is your business: (check one)

[ ] NON PROFIT CORPORATION [X] FOR PROFIT CORPORATION

Is your business: (check one)

[X] CORPORATION [ ] LIMITED LIABILITY PARTNERSHIP

[ ] INDIVIDUAL [ ] SOLE PROPRIETORSHIP

[ ] PARTNERSHIP [ ] UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Ron Arakelian, Jr	Director	626-336-3636
Michael Arakelian	Director	626-336-3636
Ron Arakelian, III	Director	626-336-3636

Federal Tax Identification Number: 95-4313271

City of Costa Mesa Business License Number: Will be acquired

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

City of Costa Mesa Business License Expiration Date: See above

Athens Services

Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

December 9, 2011

Kimberly Hall Barlow
Jones & Mayer
City of Costa Mesa
City Attorney's Office
3777 N. Harbor Blvd.
Fullerton, CA 92835

RE: Street Sweeping Services

Dear Ms. Barlow:

Arakelian Enterprises, Inc., dba Athens Services, is pleased to submit this proposal to provide city wide street sweeping services in the City of Costa Mesa. We recognize that the City of Costa Mesa expects a high level of quality service and we are the premier service provider that is ready, willing and able to perform the services described in our proposal. We are forward thinking and we embrace high standards and creativity. Athens has carefully examined the specifications and instructions and all other information furnished and inspected the sites of the proposed work.

Athens Services is a fourth generation, family owned, and locally operated solid waste collection, processing, and street sweeping company operating in the greater Southern California region for over fifty years.

Some of the key features and benefits of choosing Athens Services are:

- ✓ **Experience** - We have been providing Street Sweeping services since **1987**. Our first client was the City of Temple City and we still service them today! Athens Services has a proven track record implementing the transition from municipal services to contracted services.

- ✓ **Lowest Cost** – Our computerized routing software and other modern technologies allow us to produce the most efficient results at the lowest possible costs.

- ✓ **Maximum Public Safety** – We have fleet maintenance and safety programs that are often used as industry examples of how a fleet should be run. Our employees are trained by retired law enforcement officials on the elements of neighborhood watch and safety while driving and have the ability to report any suspicious activity they see while on route.

- ✓ **Customer Service** – Our phones are answered LIVE from 7:00 a.m. to 5:00 p.m. on weekdays and 7:00 a.m. to Noon on Saturdays with **175-language** capabilities to assure that customer's concerns are addressed immediately, reducing the calls to City Hall!

- ✓ **Recycling Experts** – As an integral part of our company, we operate recycling facilities (MRF's) and the *only* Southern California compost facility so we fully understand the City's concern for the impact of street sweeping debris and will work hard to maximize diversion!

- ✓ **Public Awareness Experts** – We produce and publish materials to publicize the importance of Street Sweeping and post City sweeping schedules on our website for easy consumer access!

- ✓ **Fast Response** - We utilize Nextel Direct to produce quick communication with the field and you will also have the cell phone numbers of Key Management Personnel!

Athens Services *understands* the sensitivity of municipal transitions. We pride ourselves on municipal employee opportunities and senior management is directly involved in this transition.

Our proposal is valid for at least 180 days. We will be managing the contract with the City of Costa Mesa from our City of Industry office located at 15045 Salt Lake Avenue and servicing it from our local office. We can be reached at (626) 336-3636 and on the Internet at www.AthensServices.com.

We continue to be the fastest growing sweeping company in Southern California and we will quickly show you how our tremendous capabilities coupled with our genuine interest in your community will create the synergy necessary to achieve a big "win-win." On behalf of the dedicated Athens employees, we thank you for your consideration.

Respectfully Submitted,

Gary M Clifford
Chief Operating Officer

Section Two Background and Project Summary

Athens Services has a very good understanding of the scope of the work because we have carefully reviewed all the City's RFP materials thoroughly; have conducted a physical review of all the streets; have entered all of this information into our routing data base; and can ensure the City that we will comply with the sweeping schedule as described in RFP.

At the minimum, Athens Services will furnish all labor, equipment, materials, and supervision to perform maintenance as described in the City's RFP, including, but not limited to, using a modern mechanical or vacuum street sweeper, thoroughly sweep each improved street, alley, public parking lot in the City on a frequency as specified in the scope of work and dispose of collected debris in a legal manner.

We accept the definitions described in the RFP as well as the holiday schedule.

Working hours for the sweeping of residential areas shall be between the hours of 8:00 AM and 3:30 PM, Monday through Friday. Working hours for arterial routes and commercial routes shall be between the hours of 11:00 PM and 6:00 AM, Monday through Friday. Some 'specialty routes' may be swept between 6:00 AM and 8:00 AM if so posted. We will not sweep on weekends or City holidays.

All work shall be performed in accordance with the highest maintenance standard and we will work with the City and make modifications as necessary to assure proper maintenance of the sites. We understand that due to various street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have the curb-gutter perimeters of each raised median swept, including turnouts. Street-grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean shall mean minimal debris residual or tailings left on the swept surface following the completion of a pass of the street sweeping machine. No sweeper shall blow debris onto private property. All dust suppression systems shall be as mandated by AQMD.

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

We will sweep City owned parking lots, including those for City facilities, parks and parking districts, adjacent to streets along the scheduled route. Any alternatives we propose will be submitted for approval by the Street Superintendent, Traffic Operations Supervisor or other City representative prior to making any changes. In the unlikely occurrence of a deficiency, we will resweep the deficient area at no additional cost to the City. If noted deficient work does not get completed, we accept that payment for subject deficiency shall be withheld.

Athens shall perform 200 curb miles of special sweeping requests in support of City events for each contract year at the request of the City. These sweeps are not re-sweeps of an area not swept properly

but rather an additional sweep that is not part of the regular schedule. These may be used to clean before and after traffic hazards, parades, and similar events, or for other City needs.

We shall perform 250 curb miles of inclement weather sweeps for each contract year at the request of the City. These sweeps are not re-sweeps of an area not swept properly but are additional sweeps that are not part of the regular schedule. We understand that if, in the judgment of the City, the level of maintenance is less than specified in the Agreement, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from us until services are rendered in accordance with specifications.

We understand that failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standards. Athens shall comply with all NPDES Permit requirements, AQMD requirements (including but not limited to those set out in Attachment C), and all other applicable federal, state, county or city ordinances dealing with sweeping of streets, water quality, air quality, hazardous wastes and rubbish disposal.

We understand that unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of five (5) years. The term of the Agreement shall automatically be extended for up to three (3) additional one (1) year terms with the extensions to automatically commence upon the expiration of the initial term or any extended term, unless the City notifies Proposer in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. Time is of the essence in the performance of services under the approved Agreement.

All work shall meet with the approval of the Director of Public Services or his designee. There shall be a minimum of one monthly meeting between Athens Services and the City to determine progress. A status report of activities performed and maintenance issues addressed will be submitted in writing to the Street Superintendent, Traffic Operations Supervisor or other assigned City Representative on a weekly basis. Any specific problem area which does not meet the conditions of the specifications set forth in the Agreement shall be called to our attention and if not corrected, payment will not be made for the deficient or disputed work until condition is corrected in a satisfactory manner as set forth in the specifications.

We understand that all written correspondence shall be addressed to Richard Simons, Street Superintendent, City of Costa Mesa, and PO Box 1200, Costa Mesa CA 92628-1200.

Athens agrees that no new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved by the City in writing before the work is commenced. We will provide before and after photographs of safety items or emergency repairs required by the City.

We will contact the Mesa Consolidated Water District and the Irvine Ranch Water District to obtain legal access to water to meet the contract requirements. We shall be responsible for all costs associated with the access to and continued use of water provided by the Districts.

The collection, transfer, and/or disposal of all debris collected during the course of all street sweeping services as specified in this Proposal and an approved Agreement shall be the responsibility of Athens Services and we will dispose of all material in a legal manner that meets all City, State, County of Orange and Federal laws, regulations, or other applicable statutes. We understand that the City of Costa Mesa assumes no responsibility for any violations, fines, fees or other liability that may arise from improper debris disposal practices.

The cleaning and maintenance of any street sweeping machine will not take place on City property or public streets, except as may be included in an approved Agreement allowing use of the City Yard facilities.

Athens Services will keep accurate records concerning all of our employees or agents and provide the City with names and telephone numbers of emergency contact employees. We will complete a monthly maintenance report indicating work performed and submit this completed report to the Street Superintendent, Traffic Operations Supervisor or other assigned City Representative. This report will also contain a description of work performed, including man-hours, equipment, and any additional work, which we deem to be beyond the scope of the contract. We realize that payment for this work will not be authorized unless the additional work and the costs thereof are first approved by the City. A telephone log will be submitted monthly of all calls from the City of Costa Mesa Public Services Department and the City of Costa Mesa Police Department to the Proposer, whether or not those calls require a request for service, and a description of the action taken from the City call.

Athens shall utilize the City's established street sweeping routes and schedules for all regularly scheduled street sweeping operations, unless otherwise directed.

Athens shall permit the City to inspect and audit its books and records regarding City-provided services at any time with reasonable notice.

We will provide the City with a 24-hour emergency telephone number to contact one of us who is authorized to dispatch appropriate equipment and operators when emergency maintenance conditions occur during hours when our normal work force is not present in the City. We will dispatch equipment to said emergency within thirty (30) minutes from receiving notification and we understand that failure to do so will result in a penalty of $200 per occurrence.

We will maintain an office within a one (1) hour response time of the city limits and we will provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting us via radio or pager and we will respond in at least thirty (30) minutes to all emergencies.

We will sweep according to the established schedules and posted parking restrictions unless otherwise approved by the City. Street sweeping must be at an effectiveness level of 90% or above. The effectiveness level is determined by what percentage of the route is missed on an annual basis, for any reason. An overall annual effectiveness rating of less than 90% for any route is considered unacceptable and may result in non-renewal of the contract or a reduction in payment.

Annual Schedule

1. Utilizing route information provided by the City, we shall provide an annual schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
2. We shall complete the schedule for each functional area in a manner which shall correspond to the weekly sweeping schedule.
3. The annual schedule shall be submitted for City approval within fifteen (15) calendar days after effective date of the contract.
4. We shall submit revised schedules when actual performance differs substantially from planned performance.

B. Monthly Schedule

1. Monthly schedule forms shall be provided indicating the major items of work to be performed in accordance with the performance requirements and further delineate the time frames for accomplishment by day of the week and by morning, afternoon and evening.
2. We shall complete the schedule for each item of work and each area of work.
3. The initial schedule shall be submitted one week prior to the effective date of the contract. Thereafter, it shall be submitted monthly on the first Monday of the month for City approval, prior to scheduling work for the upcoming month.
4. Changes to the schedule shall be received by the Street Superintendent, Traffic Operations Supervisor or other assigned agent at least twenty-four (24) hours prior to the scheduled time for the work.
5. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week.

We shall adjust our schedule to compensate for all holidays and rainy days. Maintenance and litter removal shall be scheduled for all holidays.

Performance During Inclement Weather

1. During the periods when inclement weather or Santa Ana wind conditions prevents normal operations, Athens shall adjust our work force as directed by the City Representative and shall only be paid for sweeping actually done.
2. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
3. We shall immediately notify the Street Superintendent, Traffic Operations Supervisor or other assigned agent when the work force has been removed from the job site due to inclement weather or other reasons.

Athens Services

Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

Section Three Methodology

1. Implementation Plan

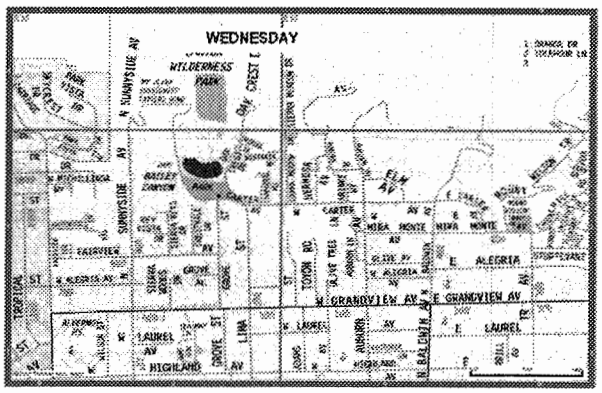
Athens Services has successfully implemented dozens of transitions, including five in just the past 12 months. The key to a successful transition is a full understanding of the scope of work. To that end, Athens audit department has already driven the streets of Costa Mesa confirming the miles, maps, timing, and service areas. Upon Agreement execution, Athens will begin the procurement process of necessary equipment and develop the executables it takes to transition the City. Athens will shadow current routes to ensure completion times and familiarization of route in the days and weeks before we start.

Through our experience we have developed timetables that are attainable through a project management schedule ensuring that no items are missed. Athens will work closely with City staff to ensure that all items and executables are achieved by effectively communicating throughout the course of the transition. (See #3 below for an overview of the actual schedule.)

2. Client Satisfaction (Quality Control Plan)

Athens maintains a three-prong quality assurance program, combined they ensure all service requirements are met and customer satisfaction levels are maintained. Each area is designed to be self-sustaining, and cross checked by management to ensure compliance. The three-prongs of our quality assurance program include the route supervisor, fleet maintenance, and customer service.
Every route operated by Athens is supervised by an experienced route supervisor that works in the field to ensure all services are completed, and any follow up issues are resolved in a timely manner. The route supervisor is in direct contact with the maintenance group in case of a mechanical breakdown. The route supervisor is in direct contact with our customer service group, so all service inquiries receive personal attention. Other duties assigned:

- We utilize a daily route map to ensure all streets, medians, alleys, and cul-de-sacs are swept. (See example to the right.) The supervisor will inspect these areas on a daily basis, and correct any defects.
- On a weekly basis the supervisor will trail the route to ensure proper and safe operation of the equipment, and will document his observations.



- Powerful software configuration options that allow immediate customization such as setting up authorized and unauthorized zones and times and vehicle speeds to trigger exception alerts and reports. (As an example, exception alerts and reports tell us when the driver exceeds 6 MPH or is stopped longer than 30 minutes.)
- State of the art, integrated mapping with satellite images and overlays of routes and destinations providing unprecedented detail for avoiding errors.
- Detailed reporting to help monitor driver performance, vehicle use, and productivity.

- Teletrac Fleet Director confirms that 100% of each route is completed each day.

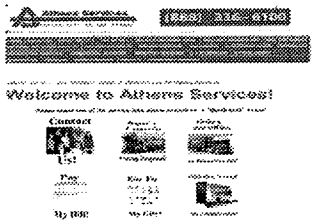
Another important aspect of our quality control plan is outstanding Customer Service. Some key points are:

- Our toll-free number is (888) 336-6100.
- **LIVE** Telephone coverage begins at 7:00 a.m., six days a week.
- 24 hour Message system
- Same day resolution of all inquiries.
- Multilingual staffing during all business hours. We can translate over 175 languages!
- Area Supervisor always available to be dispatched for special requests and customer concerns.
- Professional and courteous customer service staff.
- Proper staffing levels to handle customer concerns promptly.
- Customer Service and Billing Department telephone numbers are published on every invoice and are also located on all of our trucks and equipment. We are listed in the printed phone book and the Internet Yellow Pages and our home on the Internet is located at www.AthensServices.com.

Athens owns and operates an IBM AS400 main frame computer system to process customer inquiries. All Customer Service Representatives are "on-line" and have immediate access to each customer's service information.
Athens responds to complaints through an inquiry processing system. All inquiries are logged into a central computer with the following information:

- Date/Time
- Inquiry Type (i.e., service request, extra service, etc.)
- Supervisor Area
- Route Number/Truck Number

Inquiries requiring immediate action are radioed via Nextel Direct to the Area Supervisor and truck driver. All calls are responded to by the supervisor who determines the root cause of the issue. A follow-up call is made to the customer to determine that he/she is pleased with our response. All inquiries will be responded to within 24 hours. The disposition of each inquiry is then logged into the computer. Daily inquiry status reports are reviewed by several members of the management team. Inquiry and disposition data is maintained for many years.



Our website, www.AthensServices.com, also provides for communication during and after business hours for the convenience of our customers. There is detailed information about our services, brochures and other informative publications which can be downloaded, and links to other sites to assist our citizens 24 hours per day. Customers can send us e-mail requests for information regarding any of our services.
E-mails sent during the day typically receive responses within an hour and those received after business hours receive responses very early the next day. There is also a 24-hour on-line survey that our customers can fill out which provides us with valued information that we use to continually improve our services.

3. Project Schedule

Athens will start service in the City of Costa Mesa and will begin the transition phase on Costa Mesa City Council award of the sweeping contract. Items in the schedule appear in anticipated chronological sequence and are assigned a completion time once the start date is known. This assigned completion timeframe may be expanded or compressed, if necessary, due to unforeseen events.

Schedule of Key Operations Tasks

1. **Execute Agreement with City** - This is the item that sets everything in motion! We are looking forward to adding the City of Costa Mesa to our family of cities.
2. **Procure vehicles** - Athens makes arrangements to assign and/or order CNG Sweeping vehicles.
3. **Conduct route audits** - Athens assembles its team of auditors and begins auditing every street, median, walkway and parking lot in Costa Mesa
4. **Meet with City Staff** – Athens will schedule a meeting with City staff prior to contract launch to ensure that any anticipated issues, high visibility locations
5. **Finalize routes and route maps** - Database information gleaned from route auditing is matched. Each route is developed to ensure time scheduling.
6. **Employment offers** - Athens will make offers of employment following a job fair to all those meeting Company employment prerequisites.
7. **Driver training sessions** - Athens will conduct driver training in the weeks preceding start of service. Individuals attending training sessions will be compensated for their time.
8. **Route Shadowing-** Athens will shadow current routes to ensure completion times and familiarization of route.
9. **Route dry run-** Athens will drive each developed route to ensure route complies with hours of service and safety regulations.
10. **Start services** – Based on an award by City Council and timeline given, Athens Services will begin servicing the City of Costa Mesa. The start service timeframe depicts a realistic timeframe based on a non-contingency situation.
11. **Typical Sweeper Route Description** – Described below is an overview of a typical route day.

Step	Activity
1	Driver will arrive at designated location in The City of Costa Mesa and clock in via handheld device
2	Check in with dispatch to advise that he is beginning service
3	Conduct pre-trip inspection of the vehicle
4	Drive to beginning of route, of specified service day area
5	Driver will engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
6	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle call supervisor to inform him/her that he will be taking a ten minute break
7	Driver will get back into vehicle call supervisor and inform him/her that he will continue on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system.
8	Driver will complete sweeping of streets in specified area and will contact supervisor informing him/her that he is headed for the disposal/recycling site.
9	Driver will disengage vacuum and water supply. Lift sweeping brushes. Drive to disposal/recycling site.

10	Driver will arrive at disposal/recycling site, weigh-in vehicle and provide origin of refuse
11	Driver will receive a dump ticket, once inside driver will be directed to specific area to dump contents of vehicle
12	Driver will, open back door, dump entire contents of vehicle
13	Upon completion of dumping process driver will move vehicle to designated clean out area where he will clean hopper, driver will practice lockout/tag out procedures when cleaning out hopper area
14	Driver will drive out of disposal/recycling site, fill vehicle with water. Driver will contact supervisor to inform of load size
15	Driver will take 30 minute lunch break
16	Driver will arrive at designated service area and engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
17	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle call supervisor to inform him/her that he will be taking a ten minute break
18	Driver will get back into vehicle call supervisor and inform him/her that he will continue on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
19	Driver will complete sweeping of streets in specified area and will contact supervisor informing him/her that he is headed for the disposal/recycling site.
20	Driver will arrive at disposal/recycling site, weigh-in vehicle and provide origin of refuse
21	Driver will await for clearance to enter disposal/recycling site , once inside driver will be directed to specific area to dump contents of vehicle
22	Driver will, open back door, dump entire contents of vehicle
23	Upon completion of dumping process driver will move vehicle to designated clean out area where he will clean hopper, driver will practice lockout/tag out procedures when cleaning out hopper area
24	Driver will drive out of the disposal/recycling site, fill vehicle with water. Driver will contact supervisor to inform of load size.
25	Driver will drive to designated location in The City of Costa Mesa to fuel vehicle.
26	Upon completion of fueling driver will complete post trip inspection of vehicle, turn in copy of inspection report to maintenance department electronically
27	Driver will proceed to dispatch and turn in all completed work orders, VCR (vehicle inspection report), Nextel radio, signed route sheet and clock out.

4. City Staff Tasks

Simply put, Athens Services expects the City to play a *minimal* role in regard to the performance of our services. Athens has over 24 years of street sweeping experience that includes the widest possible variety of geographical, topographical, and climatic conditions. We sweep cities in the foothills of the San Gabriel Mountains that have very heavy foliage such as Azusa, Monrovia, and Sierra Madre; beach cities such as Newport, Hermosa, and Manhattan that have extremely sandy and windy conditions; as well as heavily commercial cities like Irwindale and residential communities like San Marino and South Pasadena. Even though our client list includes cities that have an assortment of very specific requirements that dictate how we have to operate we still produce excellent sweeping results.

As a result, we have extensive experience with all of the City's scope of service requirements and therefore are uniquely qualified to provide the residents and businesses with exemplary service without burdening your staff!

5. Creative Approaches

Our expertise extends far beyond the mere sweeping of the City of Costa Mesa's streets and we will bring to bear our variety of experiences that include assisting in meeting recycling mandates, delivering good customer service to the citizens, and producing and delivering effective public education materials. Once underway, we will present to the City any opportunities we find that could provide improved performance and results. We utilize advanced routing software, employee highly skilled and creative Operations Managers, Supervisors, and drivers and can assure you that if there are opportunities to be found, we *will* find them. That has been our basic service approach and has proven to produce high quality results since 1987. We learn and understand the specific needs of each community and make sure that those needs are met.

Some of the "*Athens Advantages*" are described below.

- ✓ By teaming up with the Public Works Departments of our client cities, we have been able to increase the quality of our services within the community. Drivers at Athens are trained to communicate with their supervisor to report all issues that affect the effective sweeping of their route. Low hanging trees, pot holes, and uneven blacktop are reported to the supervisor who then relays that information to the city. As an enhancement to our already community-friendly approach to doing business, we train our drivers to recognize and report unusual or suspicious situations to assist local law enforcement.

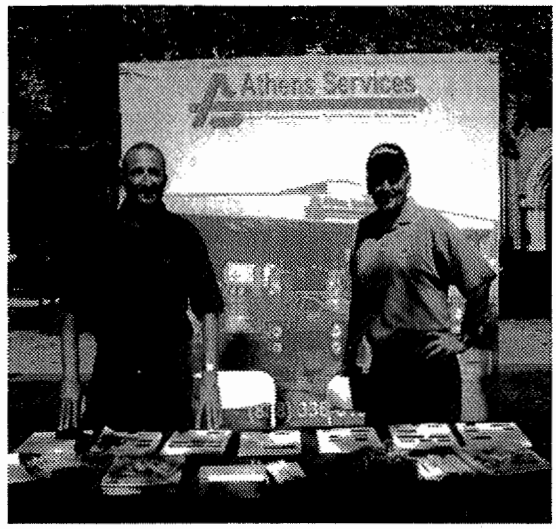
- ✓ Athens utilizes state-of-the-art GPS technology that improves our efficiency and as a result reduces the wear and tear on City streets, reduces pollution, reduces traffic, and improves citizen safety.

- ✓ Athens Services owns its own compost facility and we can transport and compost the City's sweeping debris to help improve the City's diversion.

- ✓ Athens can install cameras on its vehicles to assist the City with parking enforcement.

- ✓ One of Athens true strengths is our government affairs management team. We have extensive experience in producing the materials that help facilitate seamless transitions. This group's role will be to work with the citizens and business owners of Costa Mesa for the change to Athens Services and educate them on the importance and value of street sweeping services. Described below is our typical program. We will work with City staff to develop a comprehensive program that will best suit the City given the special circumstances of this transition.

- A custom-designed brochure is mailed to residents and businesses which will have the annual sweeping schedule and other important information.
- Athens joins the Chamber of Commerce and supports their programs and events.
- Our customer service group is trained and prepared to patiently walk customers through the changes.
- An Athens supervisor is in the field every day and meets personally with customers whenever necessary.
- Athens creates a web page for the City with maps, schedules, and other valuable information for the community.



- If the City so requests, Athens will set up our information booth at City events to meet, greet, and inform the residents about the importance of street sweeping.

6. Recruitment of Former City employees

Athens Services has experience transitioning Municipal Services to Athens (Private) contracted services. In every case we have offered to, and in some cases hired city employees. We understand that these employees must meet our minimum qualifications for the positions, the particular circumstances of the service allow for it, and to the extent permitted by law. It should be noted that City employees *flourish* in the Athens environment and could be subject to promotions and increased responsibilities due to our breadth and depth of the industry.

Because Athens provides trash collection, recycling, materials processing, transfer, and a variety of other services throughout Southern California, potential employees are presented opportunities that they might not find in companies that only provide street sweepings services.

Athens Services has some of the happiest and fulfilled employees in the municipal street sweeping business. Athens is looking forward to offering employment opportunities to any City Employee that has the desire, and meet our criteria. To that end, Athens will conduct a job fair for displaced workers once we are awarded the Agreement. Athens will make offers of employment following the job fair to all those meeting Company employment prerequisites.

7. Use of City Facilities

Athens Services is interested in partnering with the City long term and as such is open to a variety of options. These options will not affect our pricing and we are pleased to offer them to the City of Costa Mesa. To that end, we propose the following:

Option One: Athens Services will provide street sweeping services to the City and does not require the use of City facilities in order to provide excellent service and quick response times.

Option Two: Athens Services is willing to lease parking space at the City yard for the purposes of cleaning our service vehicles and to perform minor maintenance at current market rates.

Option Three: If the City has interest, Athens Services is willing to lease or rent additional property for equipment parking above and beyond our needs for Costa Mesa, including office space and operational facilities at current market rates. For example, if the City has an underutilized yard or a separate property that isn't being utilized, we'd be willing to discuss renting or leasing all or part of the facility.

In addition to the aforementioned, Athens Services is willing to buy the listed alternative fuel sweeper at the current market rate if the City is so inclined.

Regarding City facilities and properties, it is our intention to be as flexible as possible while offering the City multiple choices in engaging their street sweeping partner.

Athens Services 24 hour Management Team Contact Information

Name	Title	Phone	(1) Role (2) Hours of Service (3) Experience
Gary M. Clifford	Chief Operating Officer	(626) 934-4619	(1) Provide executive sponsorship, provide capital, ensure all goals are met. **He is the Management Contact.** (2) Hours of service as needed. (3) Three years of experience.
Greg Huntington	Chief Financial Officer	(626) 855-1245	(1) Provides financial documents, oversee costing and pricing. (2) Hours of service as needed. (3) Five years of experience.
William Wilson	General Manager	(626) 934-4696	(1) General Manager and is responsible for the service to the City. **He is the Project Manager.** (2) Hours of service will be approximately 4 per week or more if needed. (3) Ten years of experience
Baltazar Oronoz	Operations Manager	(626) 934-4629	(1) Responsible for day-to-day operations. He will make sure that our service exceeds the City's expectations. His time commitment will be significant and his responsibilities include management of the drivers, City Staff contacts & meetings, analysis of data from the vehicles, and follow up street surveys to make sure our work is the highest quality. (2) Approx. 10 Hours of service per week/more if needed. (3) Seven years of experience.
Tommy Ouzoonian	Director of Gov't Affairs	(626) 934-4664	(1) Works with City Staff to produce and distribute public education and awareness programs and assure contract compliance. Works with residents, businesses, and the Chamber of Commerce. (2) Hours of service as needed. (3) Eighteen years of experience.
Evelyn Cornejo	Customer Service Manager	(626) 934-4606	(1) Manages the Customer Service Department to assure that every call is handled to the customer's satisfaction. (2) Hours of service as needed. (3) Ten years of experience.

GARY M. CLIFFORD
CHIEF OPERATING OFFICER

CURRENT RESPONSIBILITIES

Responsible for all of the municipal franchise operating divisions including collection, transfer, recycling, street sweeping, and disposal services, including our operations in the Inland Empire from our Riverside facility.
Directs the day to day operations, customer service, sales, and equipment maintenance areas. As the Chief Operating Officer, he oversees the company business strategies and development of new business opportunities along with compliance of all existing contracts and ventures and responsible for numerous hauling and street sweeping operations.

EXPERIENCE

Extensive senior management experience and leadership including researching, evaluating, capital project management, negotiating, and resolving complex managerial projects. His background includes many years spent with Warner Media Services, a division of AOL/Time Warner, and also as an Instructor at Azusa Pacific University, School of Business and Management.
Additionally, he has over 16 years of experience working with state and local government, including development of public policy and procedure. He has worked with a broad array of public officials at state, local, and federal levels and has developed key relationships.

EDUCATION

Master of Arts Degree (MAOM) in Organizational Management, Azusa Pacific University
Bachelor of Science Degree (BS) in Applied Management, Azusa Pacific University.

WILLIAM WILSON
GENERAL MANAGER

CURRENT RESPONSIBILITIES

As the General Manager, he has day to day operational responsibility for the division comprised of a fleet of over 150 vehicles and 250 employees. Duties include oversight of all services, safety, customer service, and facility management. He manages our Street Sweeping fleets in the Inland Empire, the San Gabriel Valley and Orange County.

EXPERIENCE

A seasoned transportation industry leader with over 20 years experience who possesses excellent leadership, organizational, and project management skills. He has over 15 years of experience executing successful municipal contract transitions and has worked with both City governments and the Federal government.

EDUCATION

MBA- Pepperdine University
BA-Political Science – University Of California Riverside

TOMMY OUZOONIAN
DIRECTOR OF GOVERNMENTAL AFFAIRS

CURRENT RESPONSIBILITIES

Responsible for developing new and enhancing existing relationships with local municipalities in regard to Street Sweeping. In recent years his experience includes developing the company's successful responses to RFP's for the Cities of Newport Beach, Agoura Hills, Mission Viejo, Placentia, San Marino, Azusa, Covina, San Gabriel, Monterey Park, Pomona, and others.

Additionally, he works closely with chambers of commerce, colleges and school districts, and various business and community leaders.

EXPERIENCE

Over 18 years with Athens Services. Experience includes management of the Sales Department and Planning Department and has worked on many vital special projects and developed the Athens Services website.

INDUSTRY ACTIVITIES

- Frequent presenter at universities and community organizations throughout Southern California

EDUCATION

California State University at Fullerton

BALTAZAR ORONOZ
OPERATIONS MANAGER

CURRENT RESPONSIBILITIES

As the Operations Manager, he oversees the day-to-day sweeping operations. He keeps and maintains quality service, good customer relations, up to date employees' files, accident investigation and reporting, conducts safety meetings and trains drivers on safe driving techniques. Maintains regular contact with City Staff to assure contract compliance and acts as the city liaison to make sure all City goals are met.

EXPERIENCE

A true industry professional, he joined Athens in 2004 and brings extensive operational management experience to the team. He is an excellent team motivator and is fluent bilingual English/Spanish, drug and alcohol abuse certified, and accident investigation trained and certified.

Baltazar has managed several street sweeping transitions for Athens, including Newport Beach, Hermosa Beach, Pomona, Placentia, Villa Park, and others.

EDUCATION

California State University at LA – Masters in Business Administration

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EVELYN CORNEJO
CUSTOMER SERVICE MANAGER

CURRENT RESPONSIBILITIES

Evelyn manages the daily activity of all customer service personnel. She prepares customer/resident inquiry reports and makes sure that all supervisors and managers are informed and able to respond to our customers' special needs. Evelyn is responsible for hiring, training, and development of all Customer Service Representatives and Receptionists.

EXPERIENCE

Evelyn has over 10 years experience in the industry and has worked on many vital projects to improve the quality of our service. Specifically, she has continued to maintain our 50 year tradition of answering the phone personally without the use of an automated system that frustrates so many.

Athens Services

Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

Section Five Qualifications

Athens Services has been providing street sweeping services for over 24 years. Our experience in street sweeping began in 1987 in the City of Temple City, a contract that we still service today. Since that time, we have added more cities because we clearly understand how to deliver high quality street sweeping services.

Currently, 23 municipalities in Southern California have made the decision to have their street sweeping services managed by Athens Services and they are glad they did. Most of these contracts are long-term agreements demonstrating that the jurisdictions want us to continue to provide high quality, cost effective service! Athens provides sweeping services with a large fleet of CNG and Propane powered vehicles located at several of our operational properties, including Sun Valley, Montebello, City of Industry, Irwindale, Riverside, and Orange County.

In Orange County we provide service for Newport Beach, Villa Park, Placentia, and Mission Viejo as well as high profile commercial customers such as the Westminster Mall.

As an overview, we currently have service agreements for street sweeping with the municipalities illustrated on the pages that follow which contain the 3 references requested in the City's RFP. Additionally, for the City's convenience we have included as an Addendum in Section Ten a few letters of reference from some of our clients. Please feel free to contact us for further information regarding *any* of our clients.

In regard to our staff, the members listed in Section Four have been very involved in all aspects of our street sweeping operations for as many years as listed in the table next to their name. They are all intimately involved in the three specific references that follow. They will be YOUR management team.

The transition *"hand-off"* from one street sweeper to another street sweeper is a concern for most cities. We understand this concern and we also know how to get it done *effectively*. The transition process requires excellent planning, great communication, and a contractor like Athens that has the resources, commitment, and knowledge to make a seamless transition.

No other company has more experience in implementing different types of transition situations than does Athens Services. Listed below are just a few examples of each of the many types of transitions with which we have experience.

From municipal street sweeper to Athens Services

- Azusa
- Glendora
- Irwindale
- Newport Beach
- Placentia
- Pomona

From private street sweeper to Athens Services

- Agoura Hills
- Covina
- Hermosa Beach
- Los Angeles County - Rowland Heights
- Manhattan Beach
- Mission Viejo
- Monrovia
- Monterey Park
- Rosemead
- San Fernando
- San Gabriel
- San Marino
- Sierra Madre
- South El Monte
- Villa Park

Agoura Hills	Azusa	Covina	Glendora	Hermosa Beach	Irwindale
Manhattan Beach	Mission Viejo	Monrovia	Monterey Park	Newport Beach	Placentia
Pomona	Rosemead	Rowland Heights	San Marino	San Fernando	San Gabriel
Sierra Madre	South El Monte	South Pasadena	Temple City	Villa Park	

Rosemead

CITY CONTACT: Chris Marcarello CMarcarello@cityofRosemead.org
ADDRESS: 8838 E. Valley Blvd, Rosemead, CA 91770
TELEPHONE #: (626) 569-2118
SCOPE OF SERVICE: Ongoing since 2010, sweeping of all residential and commercial streets and City owned facilities.

Newport Beach

CITY CONTACT: Mark Harmon mharmon@newportbeachca.gov
ADDRESS: 3300 Newport Blvd, Newport Beach, CA 92658
TELEPHONE #: (949) 644-3055
SCOPE OF SERVICE: Ongoing since 2010, Sweeping of all residential and commercial streets and City owned facilities.

Glendora

CITY CONTACT: Chris Jeffers, City Manager cjeffers@ci.glendora.ca.us
ADDRESS: 116 E. Foothill Blvd., Glendora, CA 91741
TELEPHONE #: (626) 914-8201
SCOPE OF SERVICE: Ongoing since 2009, Sweeping of all residential and commercial streets and City owned facilities.

Athens Services

Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

Section Six Financial Capacity

Please see the binder marked "Original" which has a CONFIDENTIAL letter in the pocket.

Additionally, our Chief Financial Officer will be pleased to meet with City Staff if we are selected to answer any questions the City might have.

Athens Services

Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

Section Seven Fee Proposal

Please see the pages that follow.

PRICING PROPOSAL FORM

STREET SWEEPING SERVICES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide the Proposer's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-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.)

ROUTE:	**Total Annual Cost (Weekly)**	**Total Annual Cost (Twice monthly)**
Weekly Route 1 Total (211 Curb & Linear miles):	$ 118,855.66	$ 77,937.91
Weekly Route 2 Total (206 Curb & Linear Miles):	$ 116,039.06	$ 76,089.22
Weekly Route 3 Total (208 Curb & Linear Miles):	$ 117,164.10	$ 76,828.69
Weekly Route 4 Total (214 Curb & Linear Miles):	$ 120,545.22	$ 79,044.28
Weekly Extra Sweeps/Call Outs (12 miles):	$ 6,195.96	$ 3,899.90
Total Annual Cost	$ 478,800.00	$ 313,800.00

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

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

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

All work shall be performed in accordance with the specifications.

WORK DESCRIPTION	**Unit Price**
Cost Per Curb Mile	$ 15.32
Hourly rate for special sweeps	$ 85.00

_____

Proposer's Initials

C. Proposal Schedule

(Please Type or Print)

Total Bid Amount:

- In written words Four hundred seventy eight thousand, eight hundred and 00/100 Weekly
  Three hundred thirteen thousand, eight hundred and 00/100 Twice Monthly

- In figures $ 478,800.00 Weekly
  $ 313,800.00 Twice Monthly

CONTRACTOR Lawful Name: Arakelian Enterprises,Inc., dba Athens Services

Proposer's Name: Gary M. Clifford Proposer's Initials: _____

PROPOSER License No. N/A Expiration: _____

PROPOSER Taxpayer I.D. Number: 95-43136271

Signature: _____ Date: 12/9/11

PROPOSER Address: PO Box 60009, Industry, CA 91716

Telephone Number: (626) 336-3636

Fax Number: (626) 513-0988

24-Hour Emergency Contacts:

Gary M. Clifford Telephone No.: (626) 705-6919

Name

William Wilson Telephone No.: (626) 255-6111

Name

Tommy Ouzoonian Telephone No.: (626) 705-6707

Name

_____

Proposer's Initials

The Proposer agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Proposer from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Proposer agrees that the City shall have the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

_____

Proposer's Initials

Respectfully submitted,

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

[X] Corporation

Taxpayer I.D. Number: 95-4313271

	Can Sign	Must Sign
Name Ron Arakelian, Jr.	[X]	[ ]
Name Michael Arakelian	[X]	[ ]
Name Ron Arakelian III	[X]	[ ]

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

[ ] Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

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

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

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

Arakelian Enterprises, Inc., dba Athens Services

Ron Arakelian, Jr.

Michael Arakelian

Ron Arakelian III

Proposer's Initials

Proposer shall signify receipt of all Addenda here, if any:

Addendum No.	**Date Received**	**Proposer's Signature**
Received answers to questions asked.		

Athens has no current or past business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No x_____

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None.

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Street Sweeping Services RFP at any time after November 9, 2011

_____

Gary M. Clifford
Chief Operating Officer

OR

I certify that Proposer or Proposer's representatives have communicated after November 9, 2011 with a City Councilmember concerning the Street Sweeping Services RFP. A copy of all such communications is attached to this form for public distribution.

_____

Athens Services takes no exceptions to the Agreement.

Athens Services

Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

Section Ten Letters of Reference

For the City's convenience, the following pages contain a few letters of reference from some of our clients.

CITY OF NEWPORT BEACH

GENERAL SERVICES DEPARTMENT
Mark Harmon, Director

September 1, 2010

To Whom It May Concern:

On April 27, 2010, the Newport Beach City Council approved a 10-year agreement with Arakelian Enterprises (dba Athens Services) to provide city-wide street sweeping services. Prior to this agreement, City staff and equipment provided street sweeping for our community. The contracting out of this service to Athens has resulted in a significant reduction in personnel and equipment costs.

To provide for a smooth transition from City to contractor provided service, we decided on a phased approach rather than a city-wide start date. The City's sweeper routes were divided into five sections, with Athens to start a new section every three to four months depending on their performance in each area. The contract also allows Athens to park and fuel their CNG clean air powered sweepers at the City Corporation Yard.

To date, we are ahead of schedule in phasing in the different sections of the City due to a smooth transition and the good work by the Athens sweeping crew. The change to a private contractor has gone relatively unnoticed by our residents. The routes have been completed in a professional, timely manner with new equipment that is kept clean and well maintained. We anticipate a continued positive working relationship as we move forward on transitioning the remaining sections of the City to Athens sweepers.

Please feel free to call me at (949) 644-3055 if you have any questions.

Sincerely,

Mark Harmon, Director
General Services Department

3300 Newport Boulevard · Post Office Box 1768 · Newport Beach, California 92658-8915
Telephone: (949) 644-3055 · Fax: (949) 650-0747 · www.city.newport-beach.ca.us

MAYOR:
GARY TAYLOR

MAYOR PRO TEM:
STEVEN LY

COUNCIL MEMBERS:
SANDRA ARMENTA
MARGARET CLARK
POLLY LOW

City of Rosemead

8838 E. VALLEY BOULEVARD • P.O. BOX 399
ROSEMEAD, CALIFORNIA 91770
TELEPHONE (626) 569-2100
FAX (626) 307-9218

March 23, 2011

To Whom It May Concern,

Last year, the City of Rosemead approved a 5-year agreement with Athens Services to provide citywide street sweeping services. Since starting these services, the City has been very satisfied with the quality of these services as well as the professionalism demonstrated by Athens' team and approach to working in the community.

As part of the agreement, Athens sweeps residential areas on a weekly basis and commercial areas twice weekly. Athens also utilizes clean fuel equipment in street sweeping services, helping to meet air quality requirements and also demonstrate the City's commitment to environmental responsibility. During its tenure in Rosemead, Athens has also been a strong community partner, participating in the City's annual Public Works Week events, City special events, and local community affairs.

It should be noted that Athens also provides extremely competitive rates for street sweeping services. These rates have resulted in significant savings in operations and maintenance costs for the City.

The City looks forward to a long-lasting, productive working relationship with Athens Services. I would strongly recommend them for street sweeping services.

Please feel free to contact me at (626) 569-2118, if I can be of further assistance.

Sincerely,

CHRIS MARCARELLO
Director of Public Works
City of Rosemead

CITY OF GLENDORA CITY HALL (626) 914-8201

116 East Foothill Blvd., Glendora, California 91741
FAX (626) 914-8221
city_manager@ci.glendora.ca.us

OFFICE OF THE CITY MANAGER

To Whom It May Concern:

The City of Glendora has contracted with Athens Services since December 1, 2006 for street sweeping services. They have operated this service with the same high level of professional and customer service standards that they are known for with their solid waste services.

Our streets are cleaned on a regular schedule and we receive substantially less complaints now than when we did the service with our own crews. Additionally, the savings from contracting with Athens has been remarkable for our financial bottom line. Their management team is very responsive and they are willing to work with us on any issues or suggestions that we may have.

I would recommend any city considering contracting out street sweeping or seeking bids to give the strongest consideration to Athens Services' proposal. I am sure you will not be disappointed in a decision to bring Athens Services on board.

If you should have any questions, please feel free to call me at (626) 914-8201.

Sincerely,

Chris Jeffers
City Manager

PRIDE OF THE FOOTHILLS

City of Villa Park

17855 Santiago Boulevard, Villa Park, California 92861-4187
(714) 998-1500 • Fax: (714) 998-1508

www.villapark.org

To Whom It May Concern:

A few months ago, the City of Villa Park switched over to Athens Services for the City's new street sweeping contract. Immediately within those past few months, the City has been pleased with the high level of service and personal attention that Athens Services has provided.

Even the City's residents have called in or stopped by City Hall to express their appreciation of the wonderful job Athens Service has been doing. In the years I have worked at the City of Villa Park, such appreciation from the residents is rare especially for services that most residents would take for granted. This positive resident feedback is a first-hand testimony to Athens' commitment to go above and beyond the minimum requirements.

Furthermore, it is worthy to note that Athens Services consistently follows up with the City to make sure that the City and its residents are satisfied with the street sweeping services. The staff at Athens Services has shown their willingness to accept feedback and to react accordingly.

From the City's perspective, we have been more than satisfied by the level of street sweeping services that Athens Services has provided. I have no reservations in recommending Athens to other local governments for their street sweeping needs.

Sincerely,
CITY OF VILLA PARK

Jarad Hildenbrand
Assistant City Manager / City Clerk

W. BILL MAC ALONEY, Mayor • W. RICHARD ULMER, Mayor Pro Tem
DEBORAH PAULY, Councilmember • BRAD REESE, Councilmember • JIM RHEINS, Councilmember

City of Manhattan Beach
Public Works Department

Phone: (310) 802-5300
FAX: (310) 802-5301
TDD: (310) 546-3501

November 8, 2011

To Whom It May Concern,

Athens Services has been providing street sweeping services to the City of Manhattan Beach since September 1, 2011. Although they have only been servicing the City for a short time, I have been impressed with the smooth roll out and attention to customer service. Typically, the first few weeks of new contract implementation can be a chaotic and confusing affair. I was pleasantly surprised by the amount of work put in ahead of time by Athens Services to ensure a smooth service transition.

Our current contract has stipulations requiring that all debris be weighed at the time of diversion, including monthly reports and weight tickets. Additionally, there are stringent inspection and reporting requirements for any issues encountered on the streets or parking lots included within the scope of the current contract. Athens Services regularly reports low hanging branches from noncompliant trees, broken curbs, missing or damaged bumper stops, and graffiti within our parking facilities. These reports assist us in reducing our liability exposure and help ensure we deliver quality services to our residents

Any customer issues that have arisen, real or perceived, have been dealt with the same day, usually within the hour. The field supervisors assigned to our municipality will follow up face to face with our residents possible, with follow up phone calls to assure the issue has been resolved to the residents' expectations. Though their tenure with the City of Manhattan Beach has been limited, I have been very satisfied with the level of service and attention to detail they have provided to date. Please contact me directly if you wish to discuss any matters involving street sweeping in Manhattan Beach.

Respectfully,

Juan Price
Maintenance Superintendent

The People are the City

Mayor
JOSEPH V. AGUIRRE

City Administrator
TROY L. BUTZLAFF, ICMA-CM

PLACENTIA
ALL AMERICA CITY

Councilmembers:
SCOTT W. NELSON
CONSTANCE UNDERHILL
GREG SOWARDS
JEREMY B. YAMAGUCHI

401 East Chapman Avenue - Placentia, California 92870

To Whom It May Concern:

This letter is to provide reference information for Athens Services. The City of Placentia switched from an in-house street sweeping operation to contract street sweeping services provided by Athens Services in September of 2009.

We have found Athens Services to consistently perform their duties with the utmost of professionalism. Every step of the transition has been smooth and effective. From route planning to customer service we are overwhelmingly pleased with the performance of Athens staff and equipment.

It is without reservation that I am able to say, "Athens Services has clearly exceeded our expectations in their performance of street sweeping services for the City of Placentia."

Sincerely,

Steve Drinovsky
Director of Public Works
City of Placentia

City of Placentia, Department of Public Works and Engineering
(714) 993-8131

Recycled Paper

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

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

    b. Establishing a Drug-Free Awareness Program to inform employees about:

        1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

    a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

    b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

    c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C

CERTIFICATES OF INSURANCE

EXHIBIT D

PROJECT SCHEDULE/ROUTE

REQUEST FOR PROPOSAL

FOR

STREET SWEEPING SERVICES

Costa Mesa

Public Services Department

CITY OF COSTA MESA

Released on November 9, 2011

STREET SWEEPING SERVICES

REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for Street Sweeping Services. The term is expected to be for five (5) years with up to three (3) one-year options to renew. Longer initial and extended terms will be considered depending upon the Proposer's submission regarding use of City facilities and equipment.

1. BACKGROUND

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Street Sweeping Services, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over $94 million and a total of over $107 million of fiscal year 2010-2011.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

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

The City of Costa Mesa is dedicated to providing quality service regarding the cleaning of its streets

The City prides itself on sustaining full time, dedicated staff working to provide Street Sweeping and related Services. Due to the current fiscal environment, the City recognizes the need to search for alternative solutions while providing and maintaining the quality and expertise necessary to support these services. As such, the City requires a full service street sweeping company or service to provide a quality level of service.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	November 9, 2011
Deadline for Written Questions	November 23, 2011
Responses to Questions Posted on Web	December 1, 2011
Proposals are Due	December 9, 2011
Interview (if held)	December 26, 2011
Approval of Contract	TBD

All dates are subject to change at the discretion of the City

3. SCOPE OF WORK

(a) Generally

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

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

(b) Definitions

a. Curb Mile – measurement of curbing of streets and medians

b. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to the City standard, which may require multiple passes depending on condition and width of street

c. Curb-to-Curb – area within the curb limits of the street including medians, intersections, and street ends

d. Holiday – all days observed by the City as holidays including: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (including the following Friday), Christmas Eve & Christmas Day, New Year's Eve.

e. Inclement Weather – weather conditions that prohibit the effective operation of sweeping operations, such as heavy rain or winds

f. Debris – litter, rubbish, leaves, sand, dirt, garbage, and other foreign material

g. Street – all paved dedicated public rights-of-way within the existing or future corporate limits of the City

h. Re-sweep – sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation

i. Special Sweep – sweep involving unusual conditions such as traffic hazards, parades, and similar events billed at an hourly rate including travel time. If appropriate, prior approval from Street Superintendent, Traffic Operations Supervisor or other assigned agent.

j. Travel Speed – sweeper operator must maintain a speed of no more than seven miles per hour while the sweeping head is lowered in the operating position.

k. City Representative – The administering officer of the City of Costa Mesa.

(c) Working Hours

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

(d) Level of Maintenance

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

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

A significant number of City streets are posted no parking for street sweeping or have alternate side postings during designated hours on various days of the week. Proposer shall

adhere to established schedules for sweeping posted streets. The Proposer shall coordinate sweeping operations with Parking Control Officers from the City of Costa Mesa Police Department.

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

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

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

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

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

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

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

(e) Term of Contract

Unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of five (5) years. The term of the Agreement shall automatically be extended for

up to three (3) additional one (1) year terms with the extensions to automatically commence upon the expiration of the initial term or any extended term, unless the City notifies Proposer in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. Time is of the essence in the performance of services under the approved Agreement.

(f) Supervision of Contract

All work shall meet with the approval of the Director of Public Services or his designee. There shall be a minimum of one monthly meeting with the Proposer and the City representative to determine progress. A status report of activities performed and maintenance issues addressed by the Proposer shall be submitted in writing to the Street Superintendent, Traffic Operations Supervisor or other assigned City Representative on weekly basis.

Any specific problem area which does not meet the conditions of the specifications set forth herein and in an approved Agreement shall be called to the attention of the Proposer and if not corrected, payment to the Proposer will not be made for the deficient or disputed work until condition is corrected in a satisfactory manner as set forth in the specifications.

(g) Specifications

This Description of the Scope of Work is intended to cover all labor, material and standards of workmanship, including compliance with all AQMD and NPDES standards, to be employed in the work called for in the Proposal and in any approved Agreement or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Proposer as if described in the specifications.

(h) Correspondence

All written correspondence shall be addressed to Richard Simons, Street Superintendent, City of Costa Mesa, and PO Box 1200, Costa Mesa CA 92628-1200.

(i) Provisions for Extras

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

(j) Water

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

(k) Disposal

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

(l) Records and Schedule

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

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

The Proposer shall utilize the City's established street sweeping routes and schedules for all regularly scheduled street sweeping operations, unless otherwise directed. If at the request of the Proposer, the public or a City department it is necessary to make revisions to any schedule, the City shall provide a modified schedule to the Proposer a minimum of ten (10) working days prior to the effective date of the change. This is intended for long-term schedule changes and not for 'special sweeps' or emergencies. The Street Superintendent, Traffic Operations Supervisor or other authorized City Representative shall approve any changes.

The Proposer shall permit the City to inspect and audit its books and records regarding City-provided services at any time with reasonable notice.

(m) Emergency Services

The Proposer shall provide the City with a 24-hour emergency telephone number to contact a Proposer representative authorized to dispatch appropriate equipment and operators when emergency maintenance conditions occur during hours when the Proposer's normal work force is not present in the City of City of Costa Mesa. The Proposer shall dispatch equipment to said emergency within thirty (30) minutes from receiving notification. Failure to do so will result in a penalty of $200 per occurrence.

(n) Proposer Office

Proposer is required to maintain an office within a one (1) hour response time of the city limits and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable

of contacting the Proposer by radio or pager. Proposer shall have a maximum response time of thirty (30) minutes to all emergencies. There will be no storage of equipment or materials on City property, except as may be expressly provided in any approved Agreement.

(o) Schedules

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

A. Annual Schedule

1. Utilizing route information provided by the City, the Proposer shall provide an annual schedule indicating the time frames when items of work shall be accomplished per the performance requirements.

2. The Proposer shall complete the schedule for each functional area in a manner which shall correspond to the weekly sweeping schedule.

3. The annual schedule shall be submitted for City approval within fifteen (15) calendar days after effective date of the contract.

4. The Proposer shall submit revised schedules when actual performance differs substantially from planned performance.

B. Monthly Schedule

1. Monthly schedule forms shall be provided by the Proposer indicating the major items of work to be performed in accordance with the performance requirements and further delineate the time frames for accomplishment by day of the week and by morning, afternoon and evening.

2. The Proposer shall complete the schedule for each item of work and each area of work.

3. The initial schedule shall be submitted one week prior to the effective date of the contract. Thereafter, it shall be submitted monthly on the first Monday of the month for City approval, prior to scheduling work for the upcoming month.

4. Changes to the schedule shall be received by the Street Superintendent, Traffic Operations Supervisor or other assigned agent at least twenty-four (24) hours prior to the scheduled time for the work.

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

The Proposer shall adjust his/her schedule to compensate for all holidays and rainy days. Maintenance and litter removal shall be scheduled for all holidays.

(p) Performance During Inclement Weather

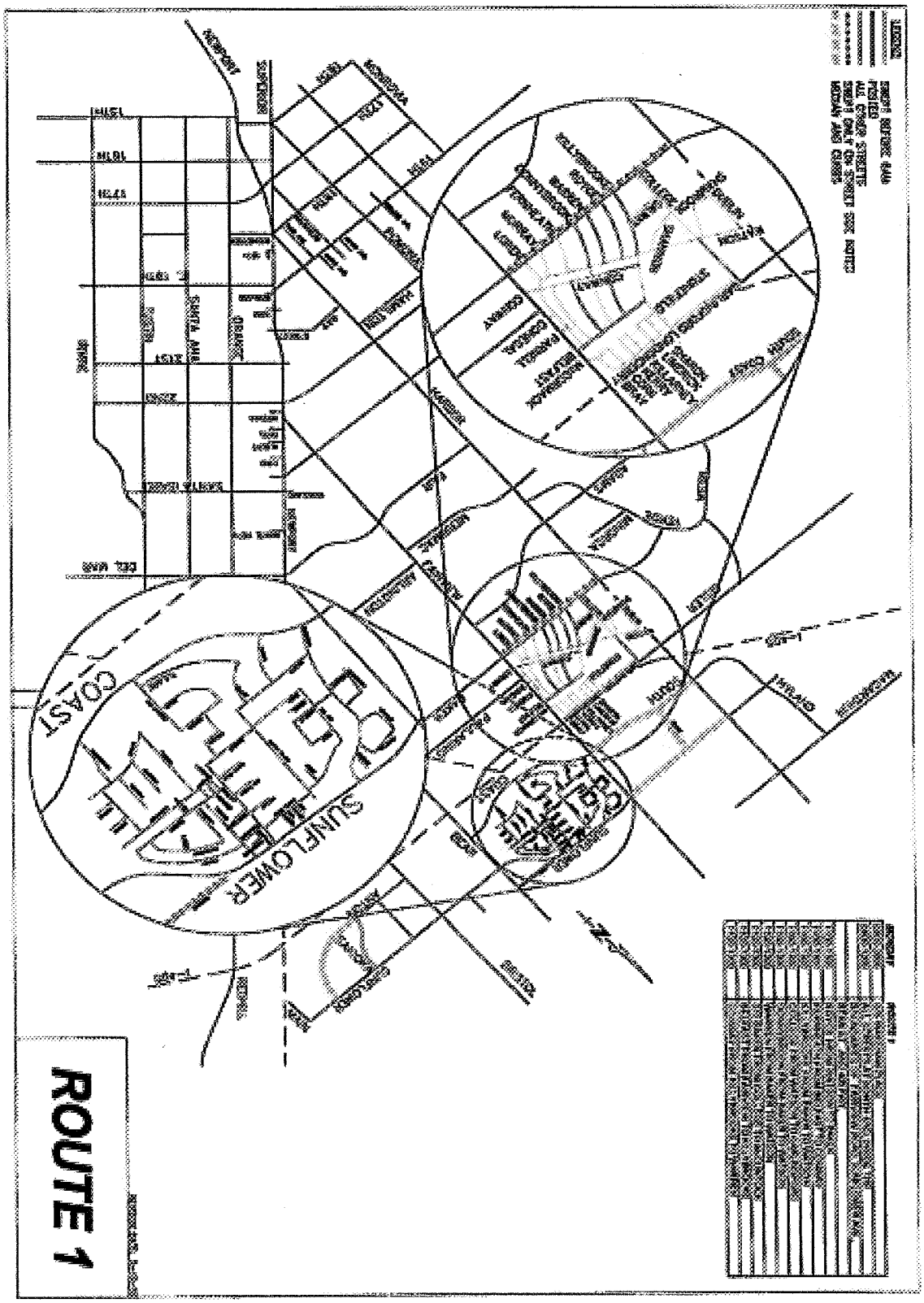
1. During the periods when inclement weather or Santa Ana wind conditions prevents normal operations, the Proposer shall adjust his/her work force as directed by the City Representative and shall only be paid for sweeping actually done.

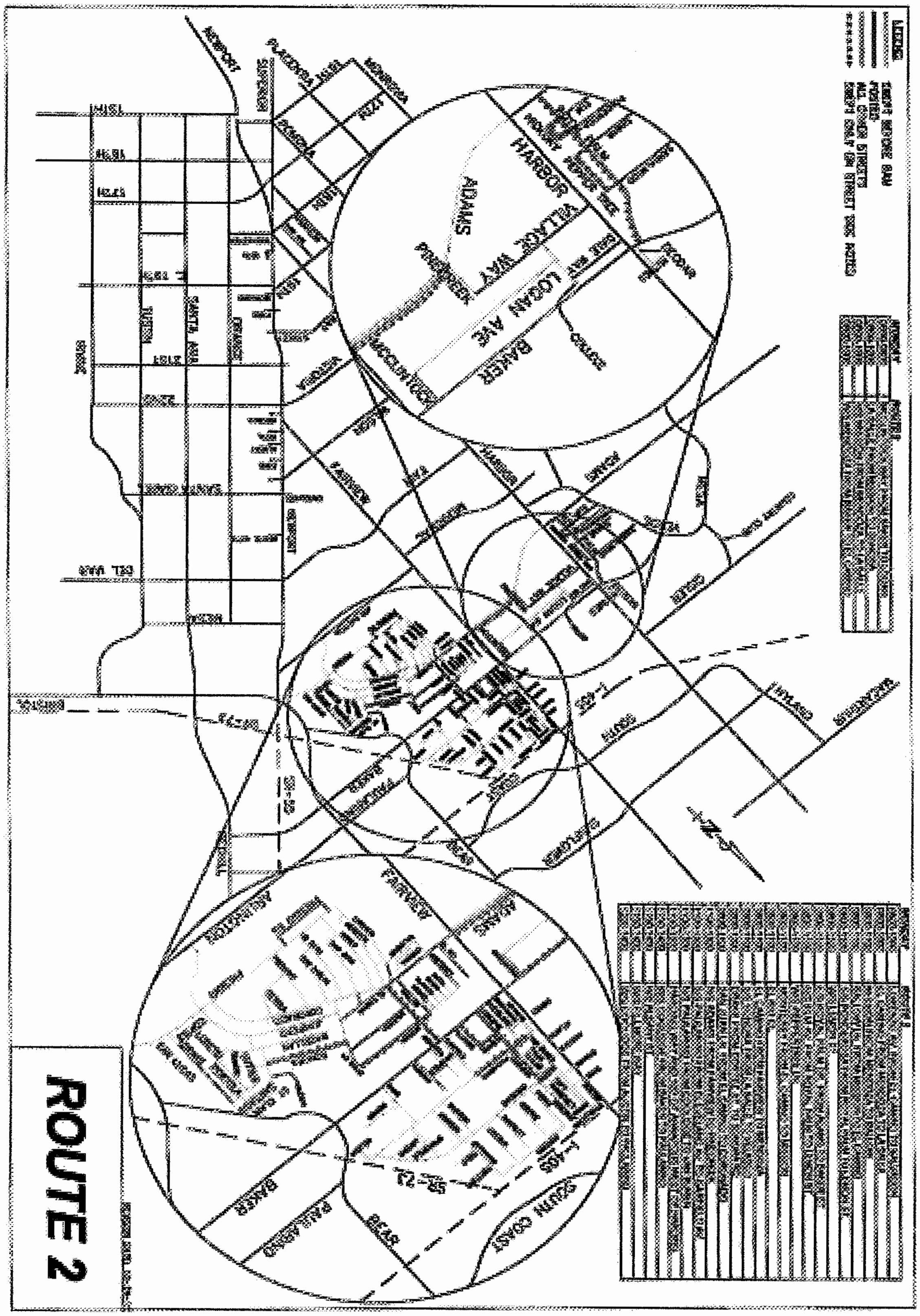
2. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

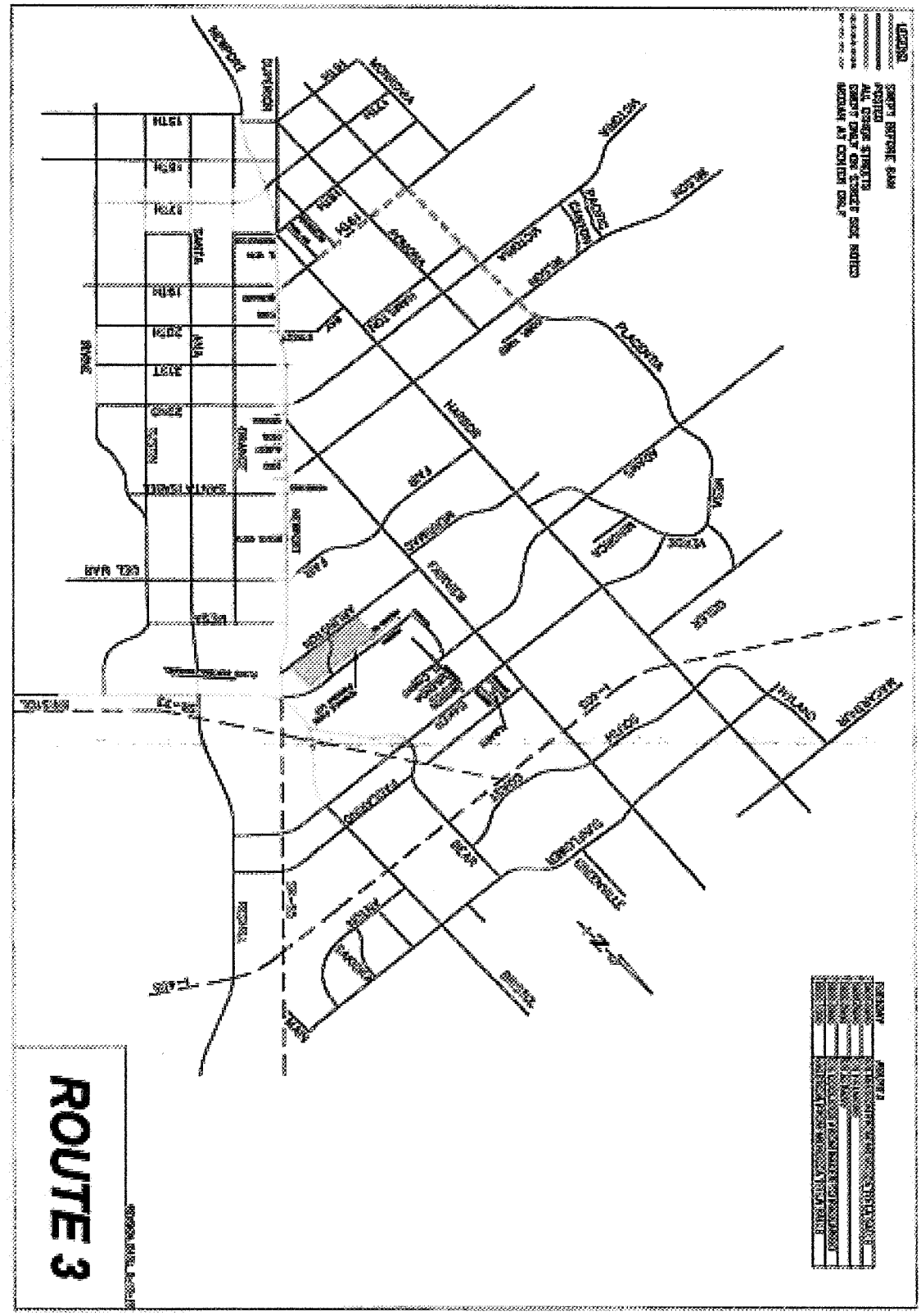
3. The Proposer shall immediately notify the Street Superintendent, Traffic Operations Supervisor or other assigned agent when the work force has been removed from the job site due to inclement weather or other reasons.

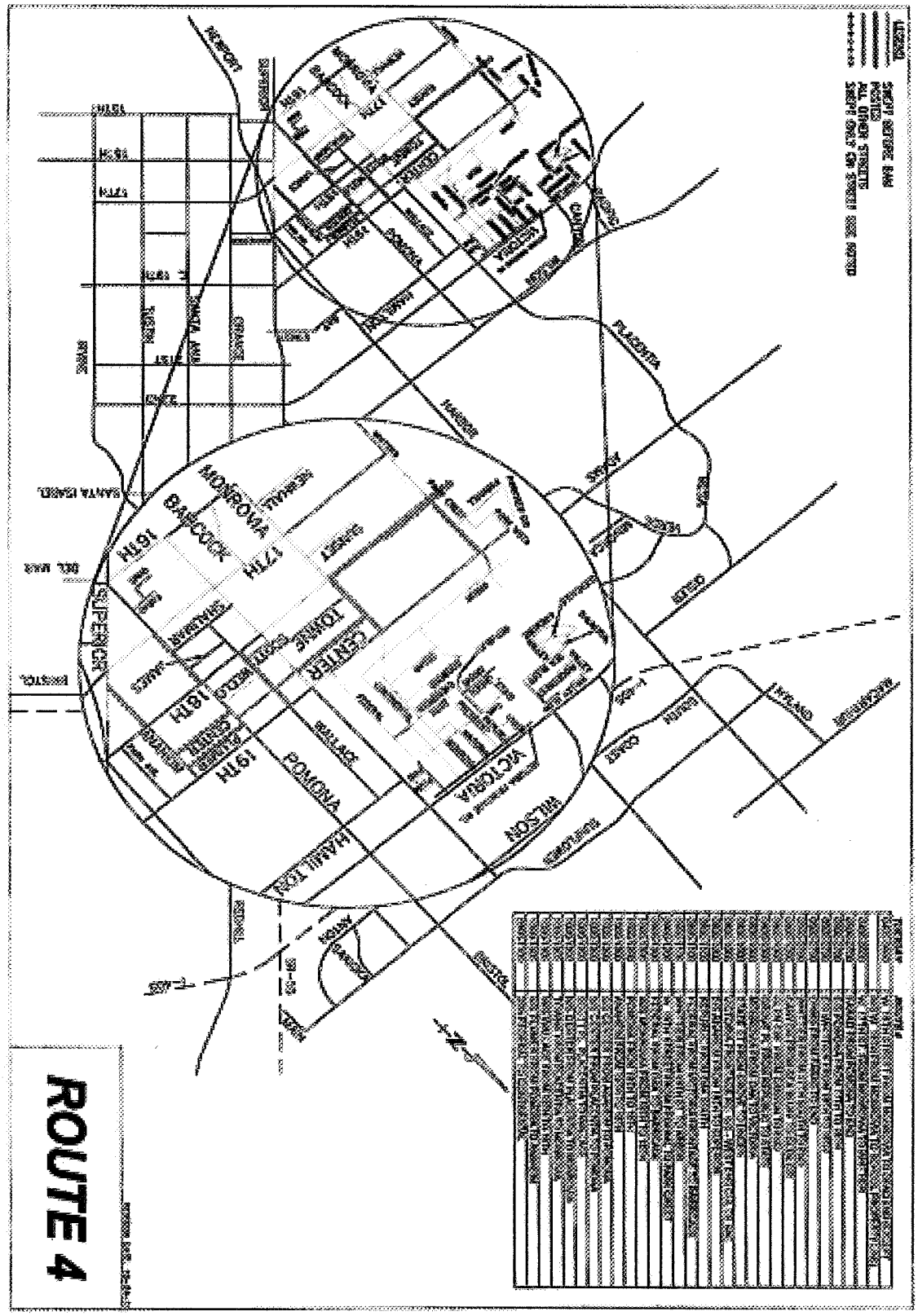
Attachment 'A'

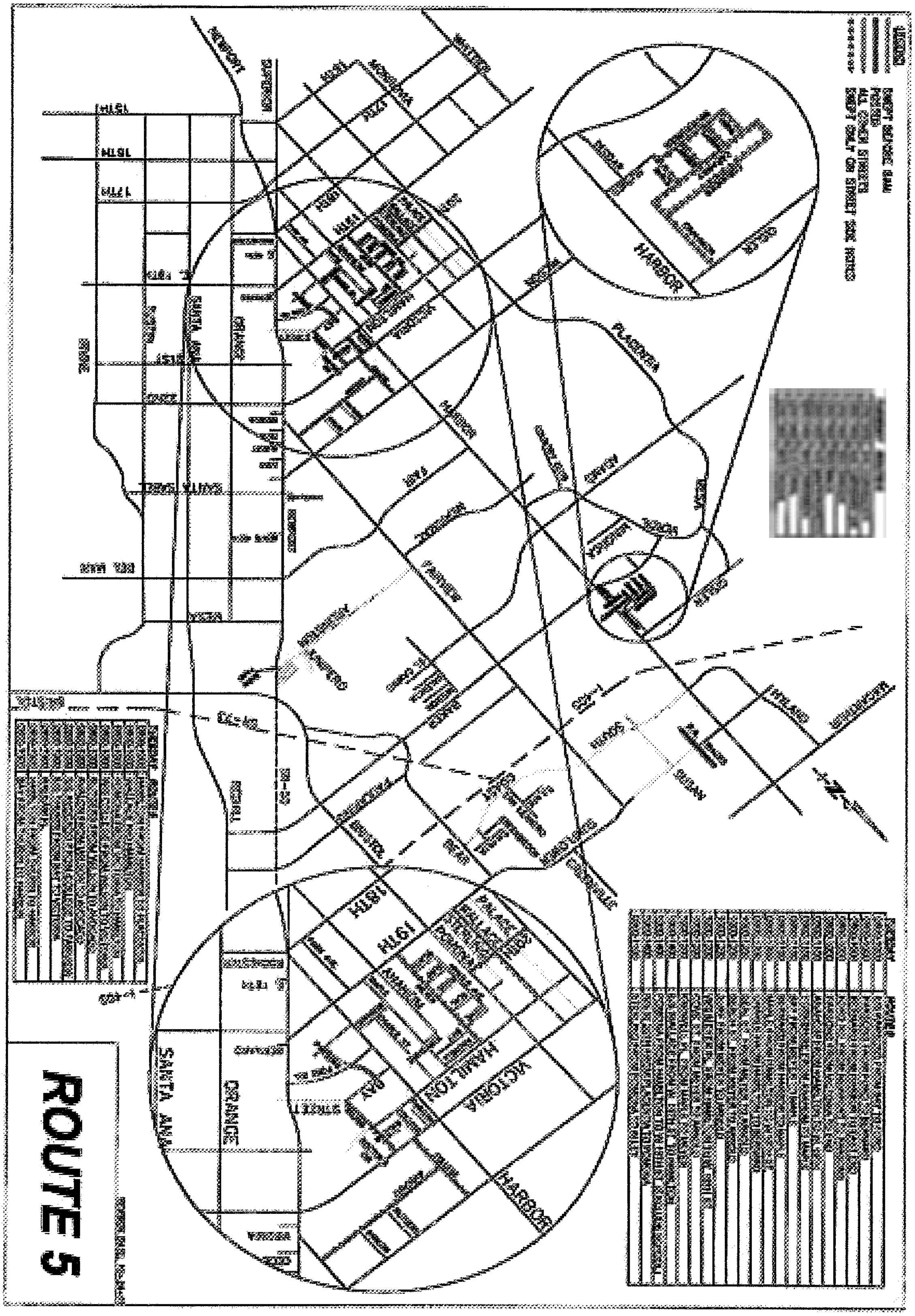
STREET SWEEPING ROUTE MAPS

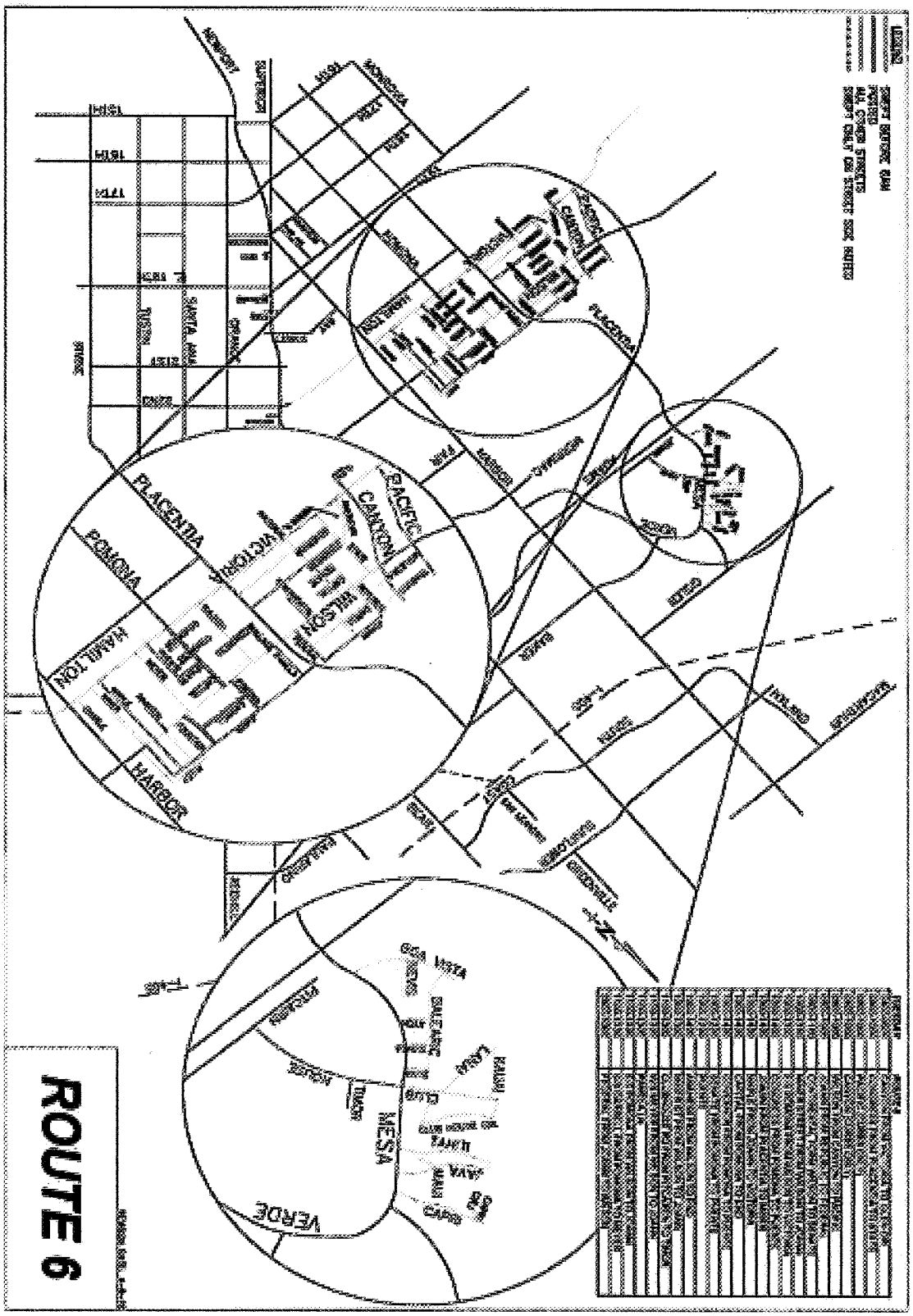

ROUTE 1
SUNFLOWER
COAST

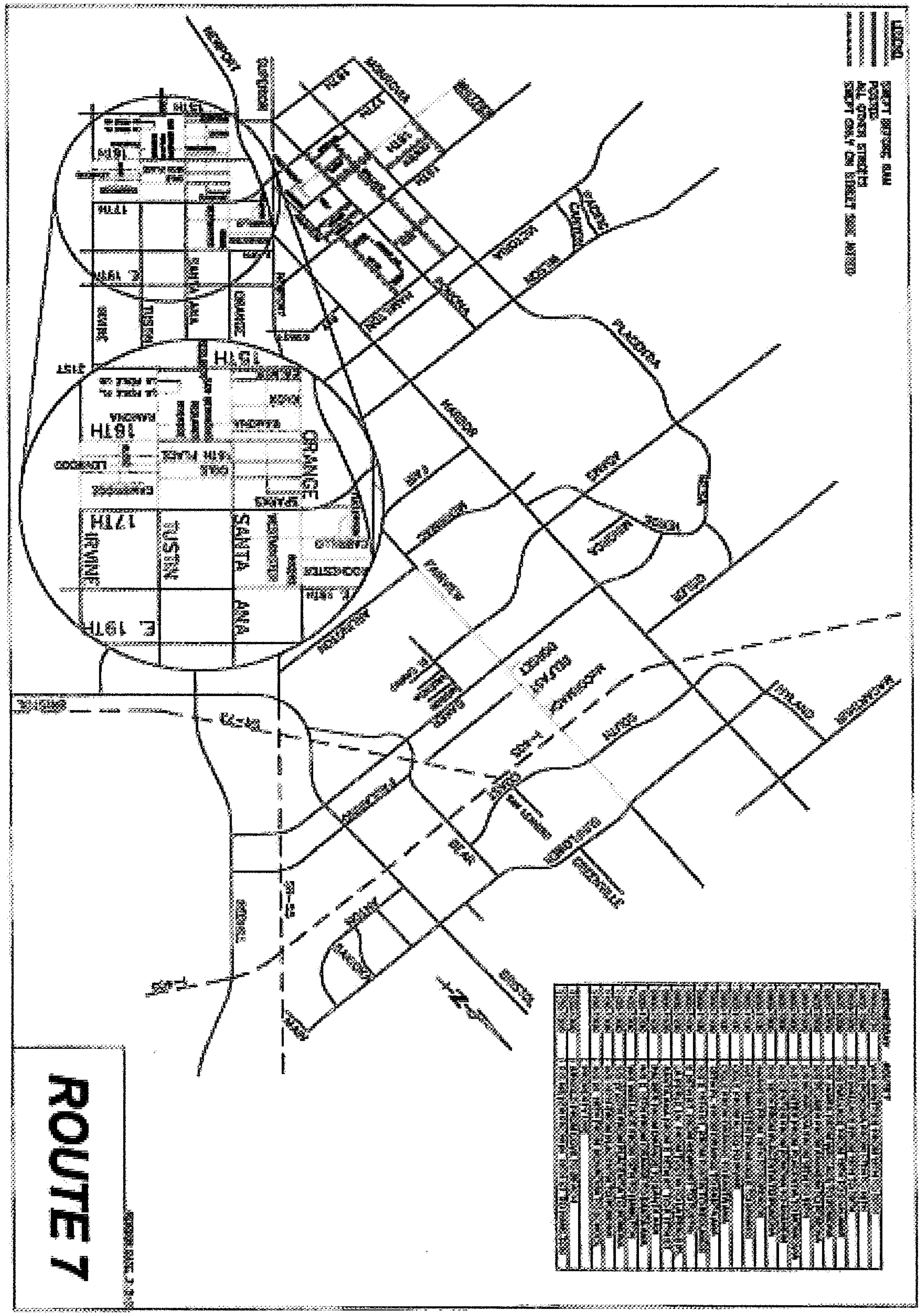

ROUTE 2
HARBOR
VILLAGE WAY
LOGAN AVE
BAKER
ADAMS
MCCLINTOCK
FAIRVIEW
SOUTH COAST
PAULARINO
BEAR
SR-73
I-405
SR-55

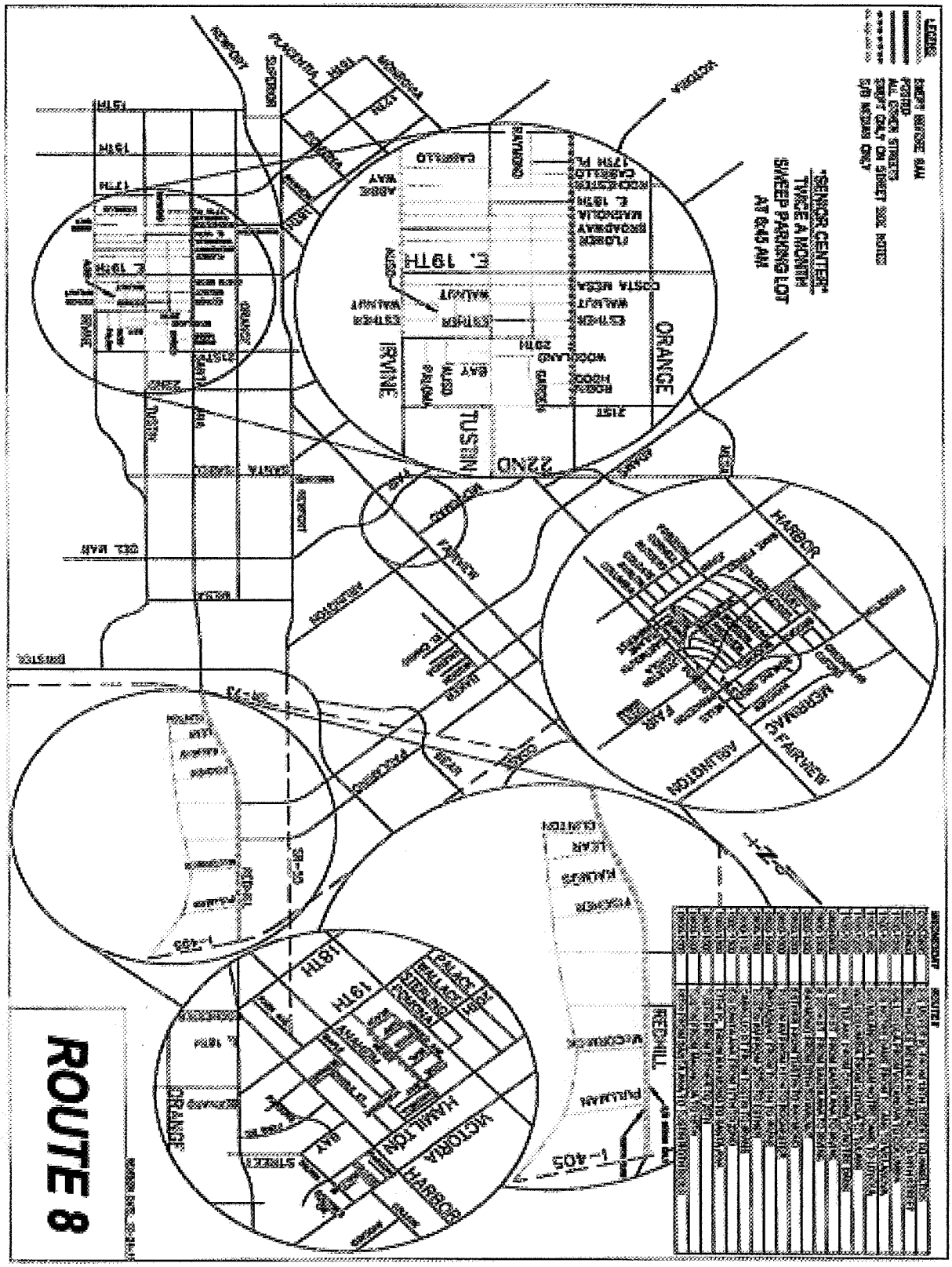

ROUTE 3

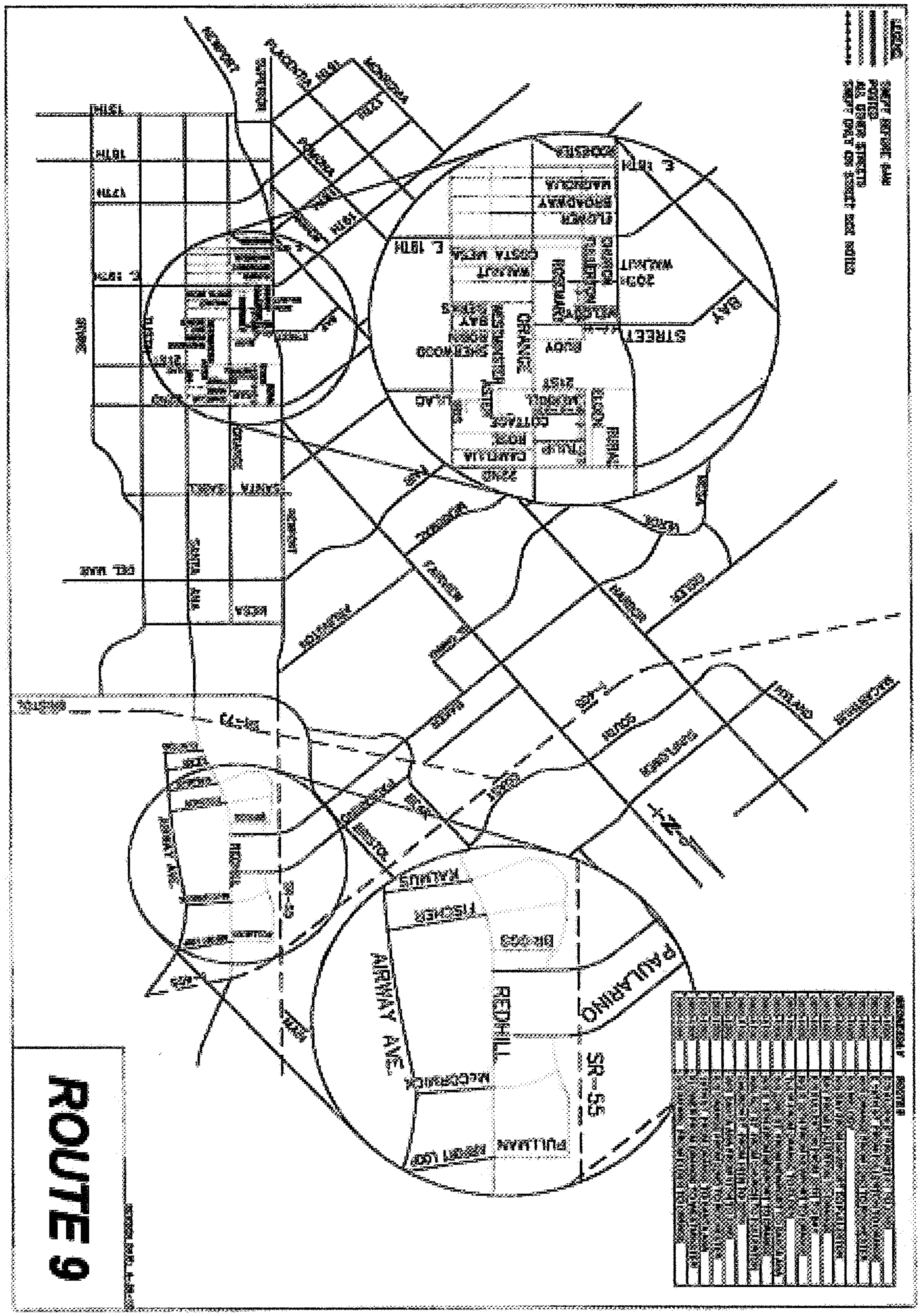

ROUTE 4
MONROVIA
BABCOCK
16TH
17TH
18TH
19TH
SUPERIOR
CENTER
TOWNE
POMONA
VICTORIA
WILSON
HAMILTON
PLACENTIA
HARBOR
WALLACE
SANTA ISABEL
DEL MAR
BRISTOL
NEWPORT
SHALIMAR
JAMES
SCOTT
WELLS
GRANT
HYLAND
OCEAN
SUNFLOWER
BRISTOL

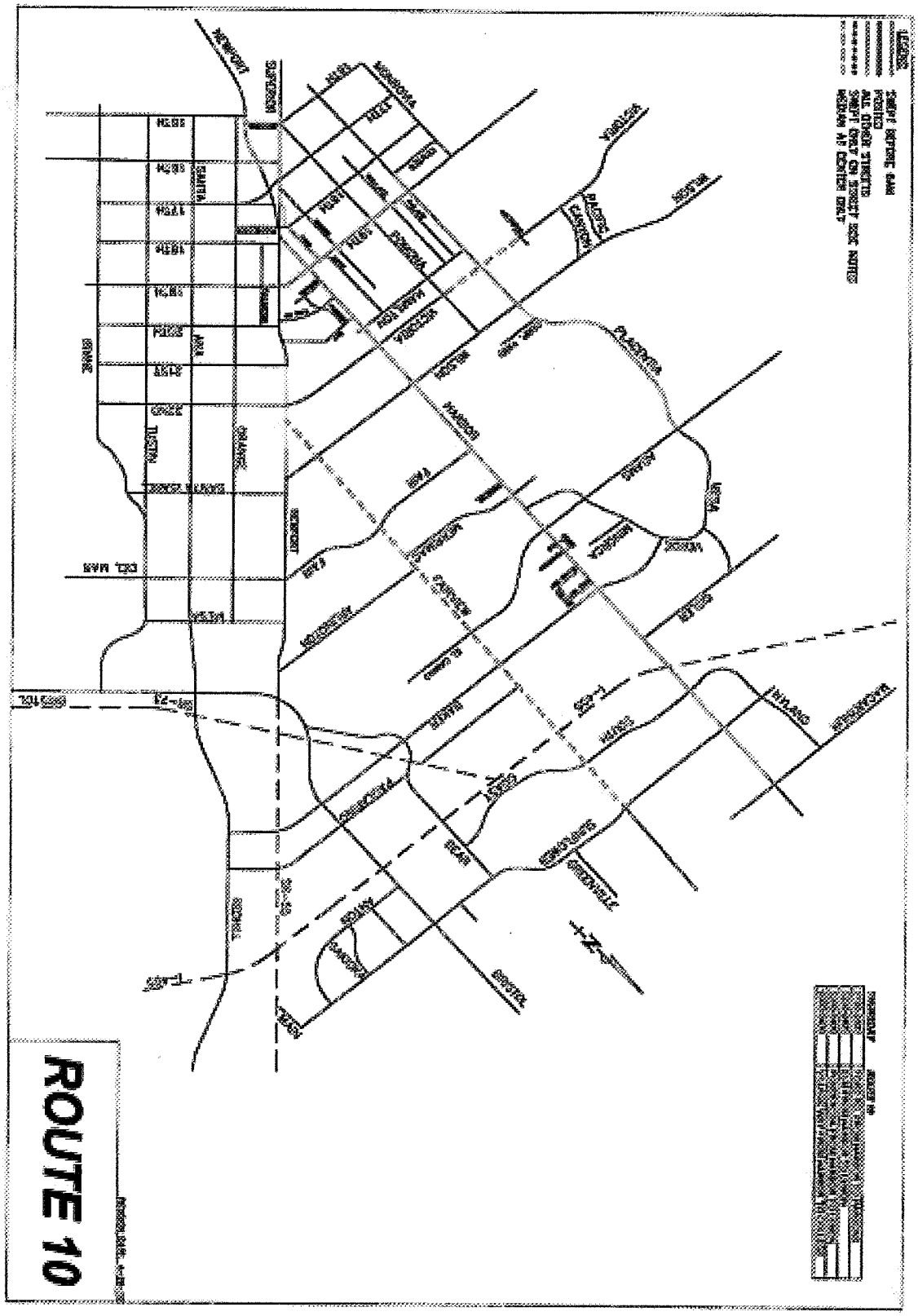

ROUTE 5
SANTA ANA
ORANGE
VICTORIA
HAMILTON
HARBOR
19TH
18TH
PLACENTIA

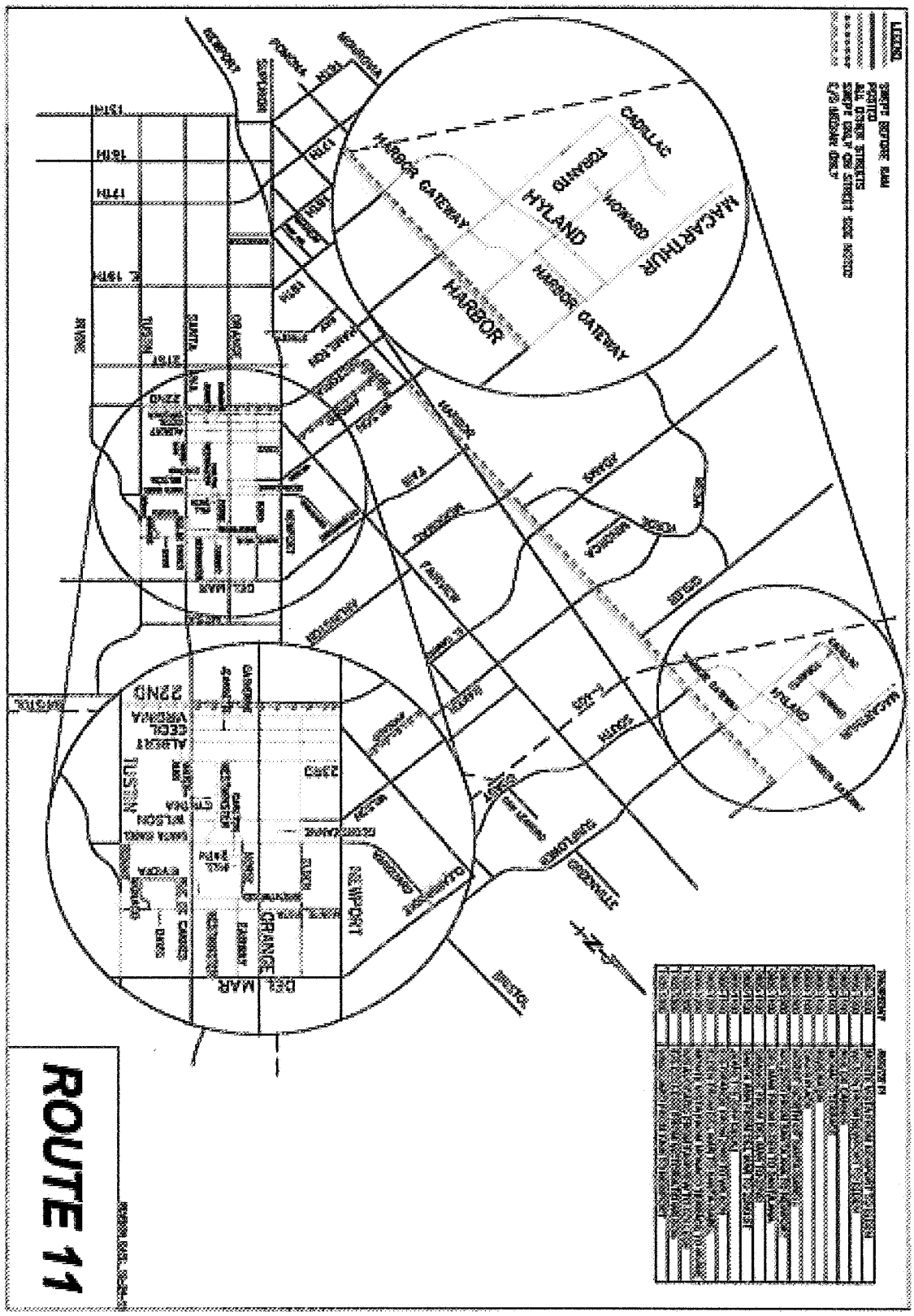

ROUTE 6
PLACENTIA
POMONA
HAMILTON
HARBOR
VICTORIA
WILSON
PACIFIC
CANYON
MESA
VERDE

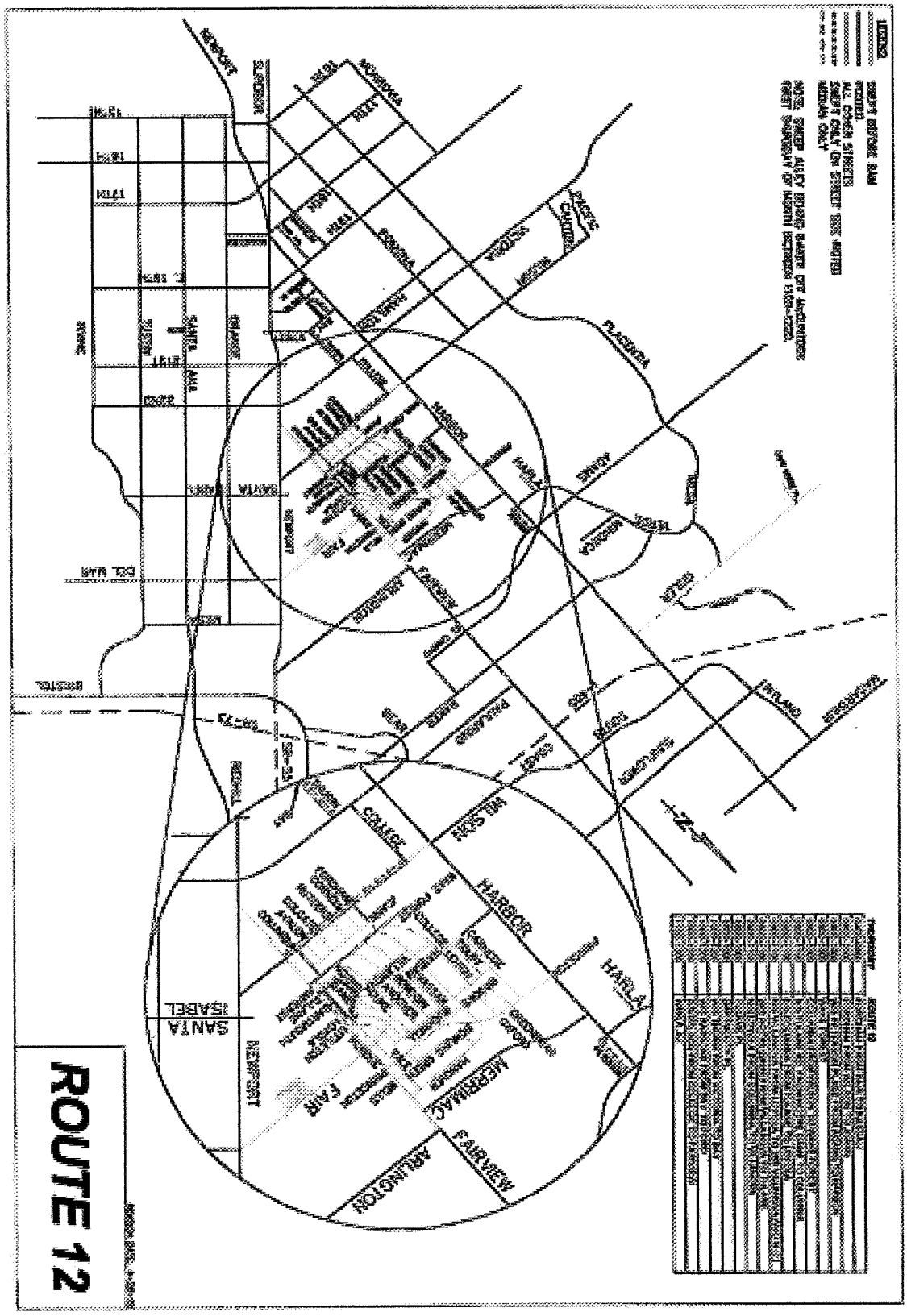

ROUTE 7
IRVINE
TUSTIN
SANTA ANA
ORANGE
17TH
18TH
19TH
E. 19TH

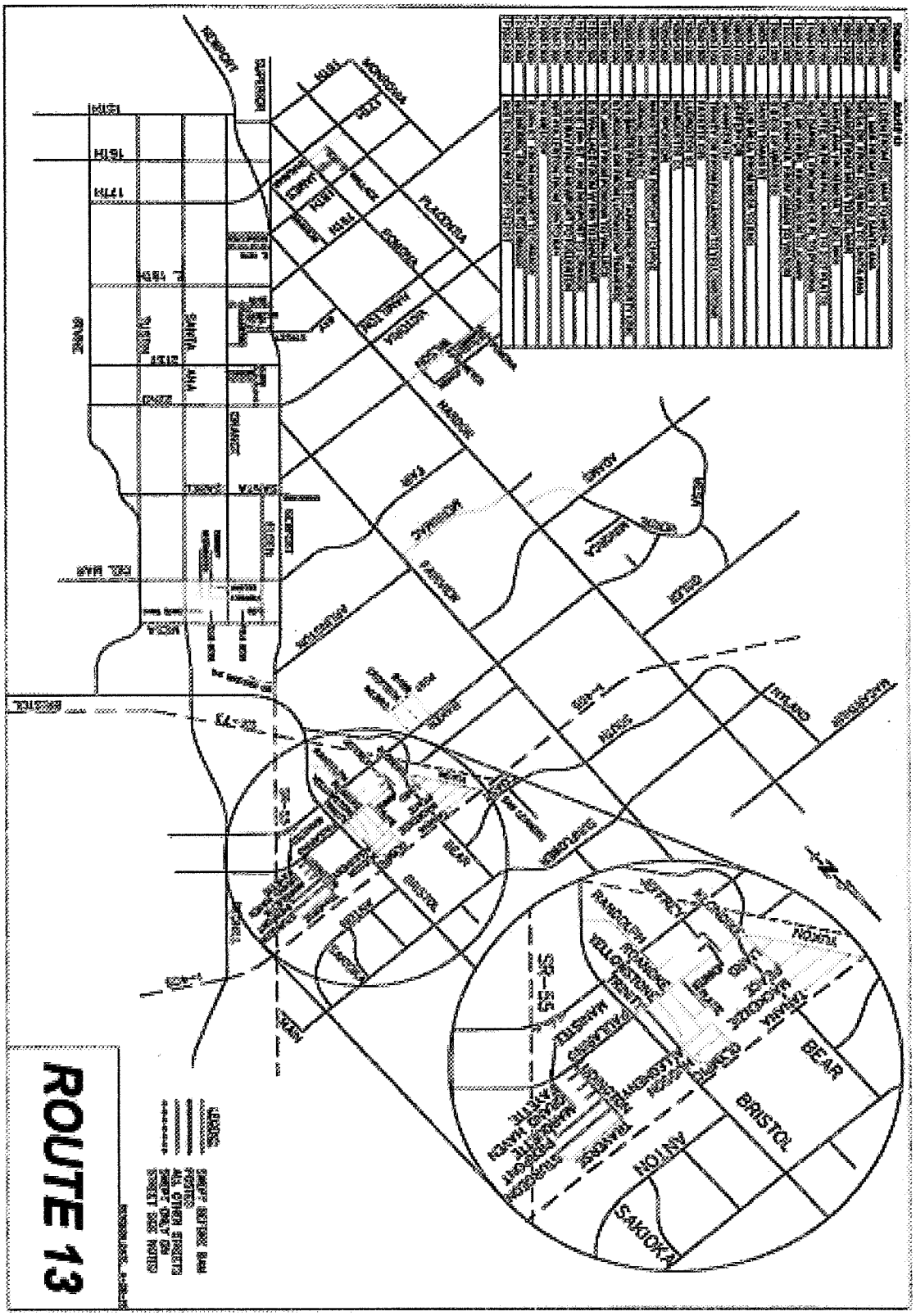

ROUTE 8
"SENIOR CENTER"
TWICE A MONTH
SWEEP PARKING LOT
AT 6:45 AM
E. 19TH
ORANGE
IRVINE
TUSTIN
22ND
HARBOR
MERRIMAC
FAIR
ARLINGTON
FAIRVIEW
18TH
19TH
VICTORIA
HAMILTON
HARBOR
ORANGE
RED HILL
I-405

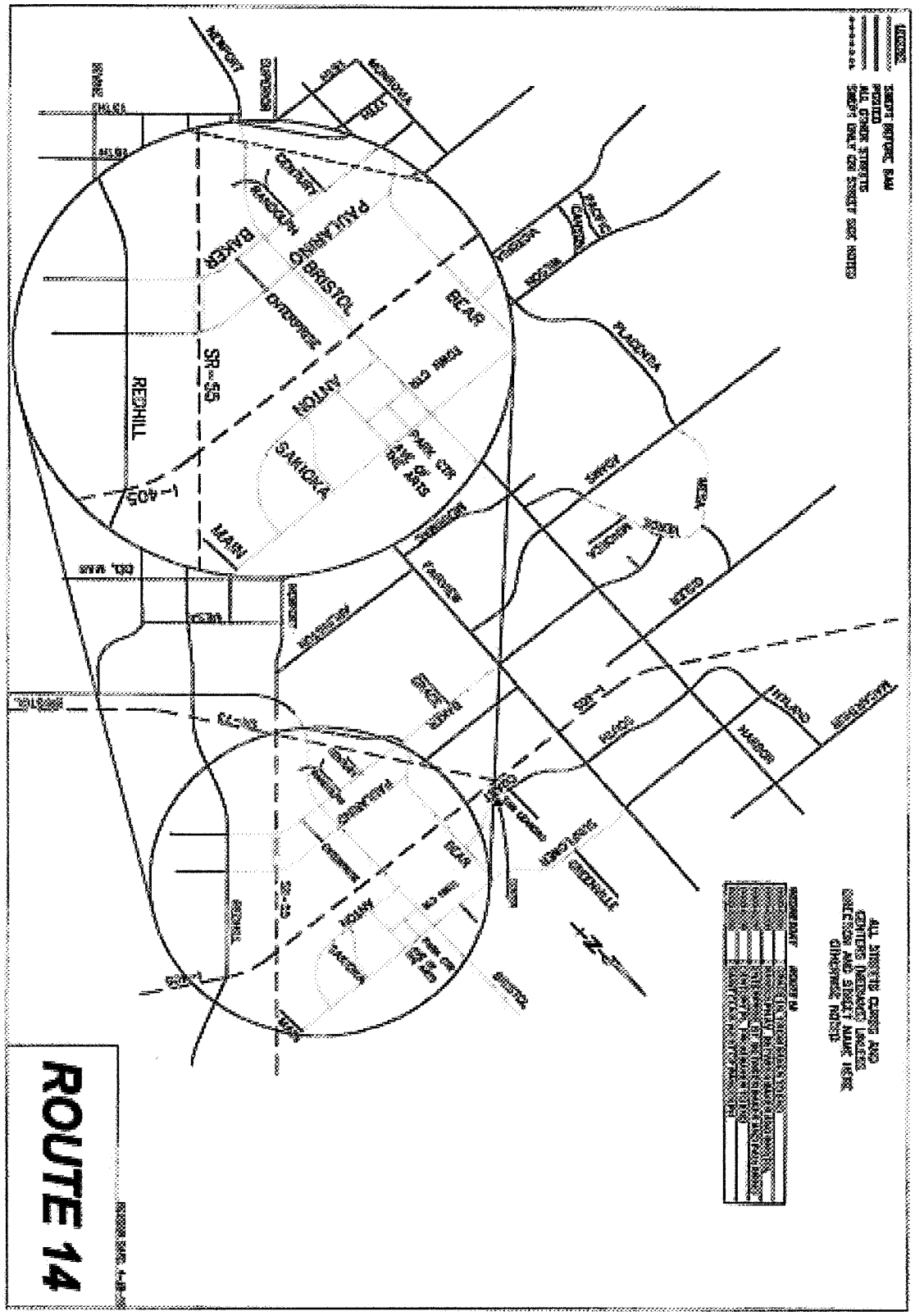

ROUTE 9
SR-55
PAULARINO
REDHILL
AIRWAY AVE.
McCORMICK
PULLMAN
FISCHER
KALMUS
BAY
STREET
ORANGE
WALNUT
COSTA MESA
E. 18TH
COTTAGE
ROSE
CAMELLIA
BROADWAY
MAGNOLIA

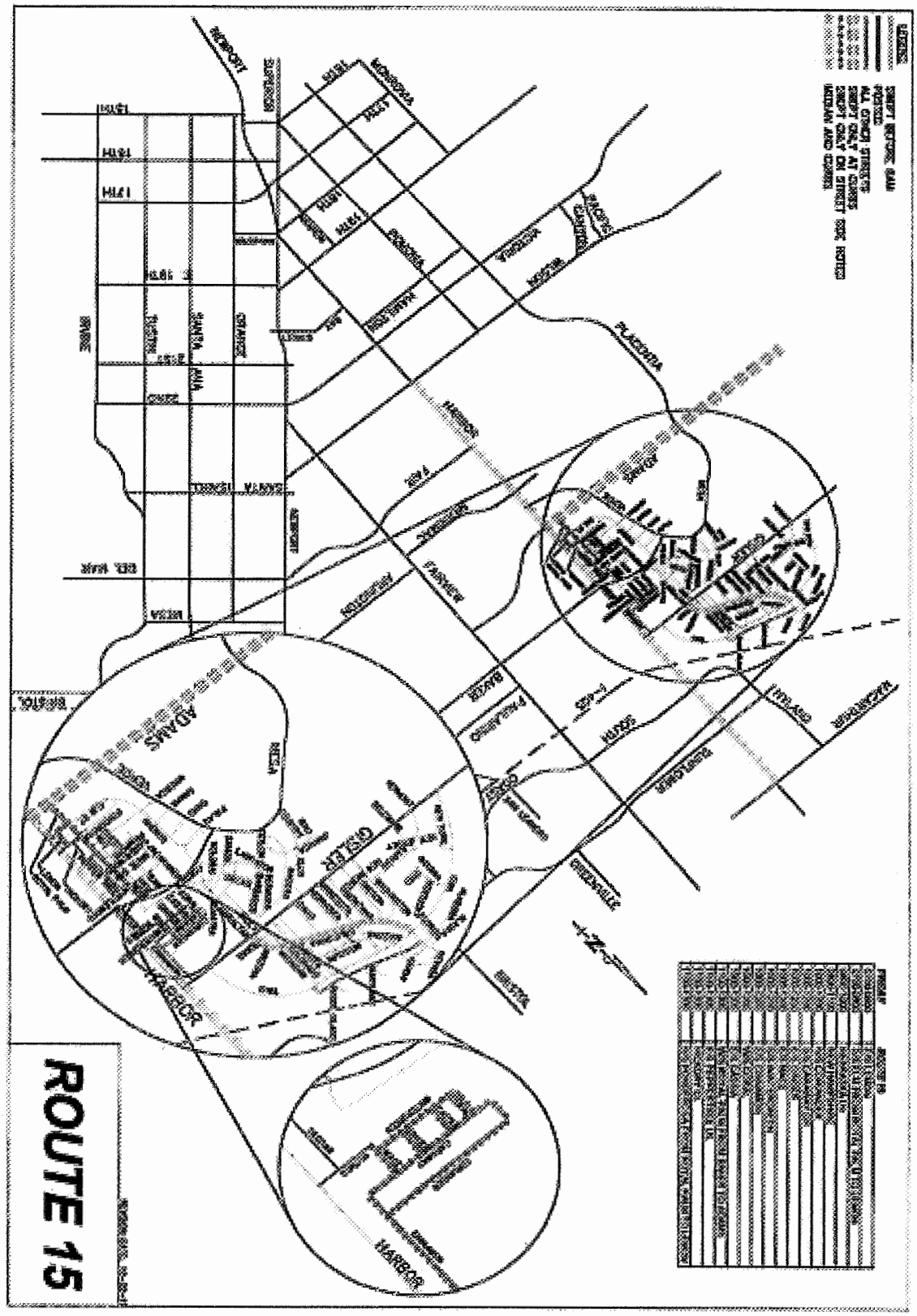

ROUTE 10

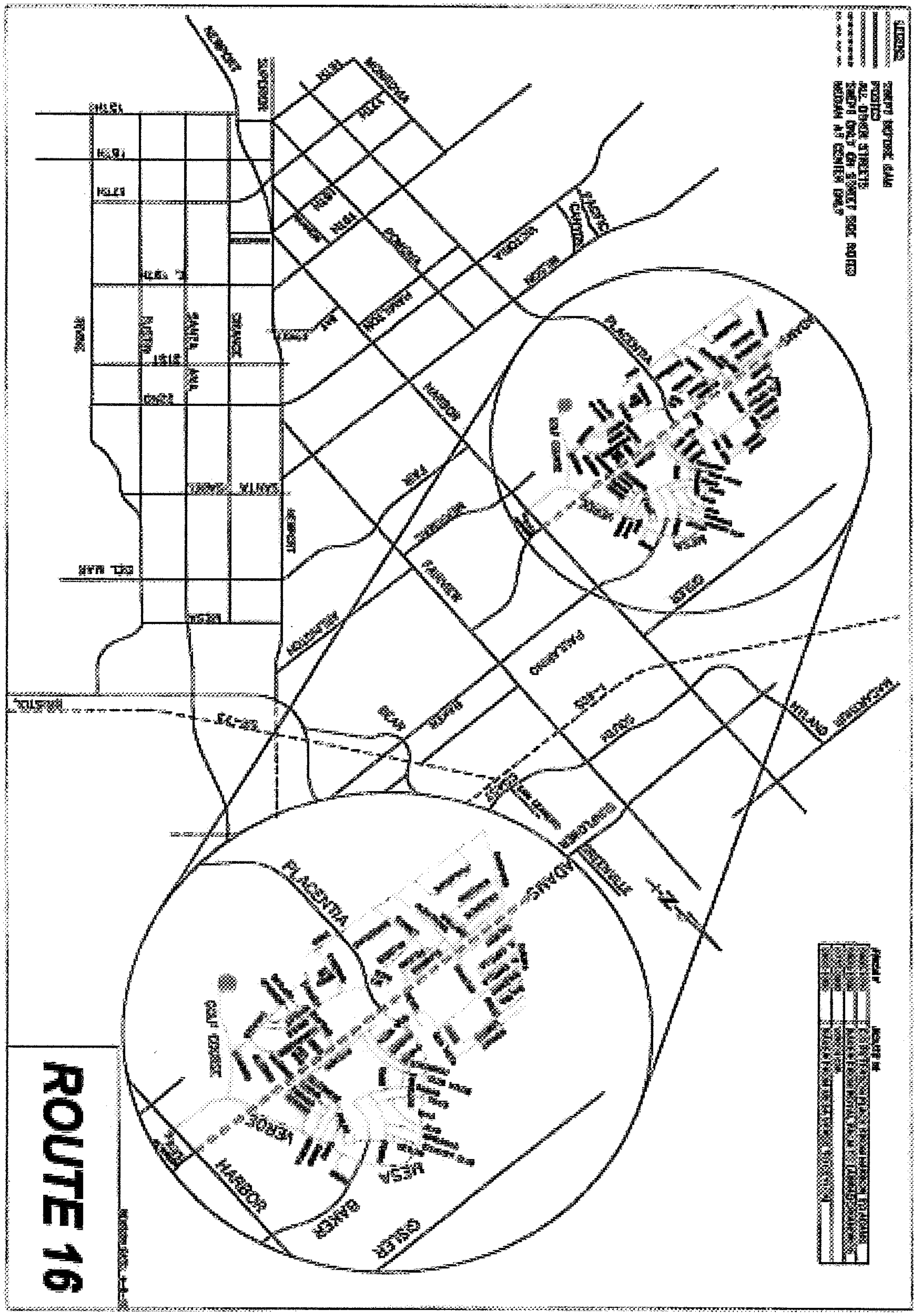

ROUTE 11
HARBOR GATEWAY
HYLAND
HARBOR
MACARTHUR
CADILLAC
TORANTO
HOWARD
HARBOR GATEWAY
22ND
TUSTIN
DEL MAR
ORANGE
NEWPORT
FAIRVIEW
ALBERT
CECIL
VIRGINIA
WILSON
RIVERS
LEGEND


ROUTE 12
SANTA ISABEL
NEWPORT
HARBOR
HARLA
WILSON
COLLEGE
MERRIMAC
FAIR
ARLINGTON
FAIRVIEW
PLACENTIA
BRISTOL
DEL MAR
SANTA ANA
GRANDE
SYCAMORE
MONROVIA
PACIFIC
CANYON
VICTORIA
PONDERA
HANSON
HARBOR
HARLA
ADAMS
MONROVIA
FAIRVIEW
PHELAN
PHELAN
BEAR
SOUTH
SAN JOSE
SAN JACINTO
SAN GABRIEL
INYANO
MACARTHUR
COLLEGE
WILSON
HARBOR
HARLA
NEWPORT
FAIR
MERRIMAC
ARLINGTON
FAIRVIEW
SANTA ISABEL
NEWPORT
LEGEND


ROUTE 13
BEAR
BRISTOL
ANTION
SAKIOKA
SR-55


ROUTE 14
REDHILL
SR-55
I-405
MAIN
SAMOKA
ANTON
BEAR
BRISTOL
PAULARINO
BAKER
PLACENTIA
FAIRVIEW
NEWPORT
MEMBRANA
CENTURY
RANDOLPH
ENTERPRISE
PARK CTR
AVE OF THE ARTS
ALL STREETS CLOSED AND CENTERS INTERSECT LAKES SHOWN AND STREET NAME HERE OTHERWISE NOTED


ROUTE 15
ADAMS
GISLER
HARBOR
PLACENTIA
FAIRVIEW
SOUTH
BRISTOL
MESA
DEL MAR
SANTA ANA
ORANGE
PACIFIC CENTER
MONROVIA
NEWPORT
SUPERIOR
BRISTOL


ROUTE 16
PLACENTIA
ADAMS
HARBOR
BAKER
GISLER
MESA
VERDE
PLACENTIA
HARBOR
PARK
FAIRVIEW
BEAR
GISLER

Attachment 'B'

PARKING RESTRICTION LOCATIONS

Alaska Avenue	Friday		
Albatross Drive	Friday		
Albany Street	Monday	1100-1400	North side
Albany Street	Monday	0800-0900	South side
Albert Place	Thursday		
Aliso Avenue	Wednesday		
Allegheny Avenue	Thursday		
Alva Lane	Wednesday		
American Avenue	Tuesday		
American Place	Tuesday		
Amherst Place	Thursday		
Amherst Road	Thursday		
Anaheim Avenue	Tuesday	1000-1300	From 19th to 18th
	Tuesday	0900-1100	From 19th to W. Bay
	Tuesday	1000-1400	From Wilson to Dead End
	Wednesday	0800-1000	From 18th to Superior
Andover Place	Thursday		
Andros Street	Friday		
Annapolis Street	Monday	1100-1300	West of Harding 100'
Anton Boulevard	Wednesday	Early Shift	
Anza Lane	Monday		
Arbor Street	Tuesday		
Arlington Drive	Tuesday	Early Shift	
Arizona Lane	Friday		
Arnold Avenue	Wednesday	1100-1300	Both directions
Arthur Avenue	Monday		
Aster Place	Wednesday		
Atlanta Way	Monday		
Augusta Street	Monday		
Austin Street	Monday		
Avalon Street	Tuesday	0800-1000	From Wilson to Avocado
	Thursday		From Wilson to Joann
Avenue of the Arts	Wednesday		
Avlemore Terrace	Tuesday		
Avocado Street	Tuesday	0800-1000	South side
	Thursday	1100-1300	North side
Ayon Circle	Tuesday		
Azalea Drive	Monday	0800-1200	
Babb Street	Monday		From Baker to Paularino
	Thursday		From Baker to Post
Babcock Street	Tuesday		
Bahama Place	Friday		
Baker Street	Friday		From Royal Palm to Labrador/Andros
	Friday	0800-1000	From Mesa Verde to Ceylon
	Friday		Ceylon to Samar (NOT POSTED)
	Monday		From Harbor to Fairview
	Monday	1100-1300	South side from College to McClintock
	Wednesday		From Fairview to Airway
Balearic Drive	Tuesday		From Boa Vista to Suva
	Friday		From Boa Vista to Europa

Canary Drive	Friday		
Cannonade Circle	Monday		
Canyon Drive	Tuesday	0400-0600	From Victoria to Glen Circle
	Tuesday	0800-1000	From Victoria North to end
	Tuesday	0800-1000	From Glen Circle to Sea Bluff
Cape Verde Place	Friday		
N. Capella Court	Friday		
S. Capella Court	Friday		
Capital Street	Tuesday	1000-1400	From Pomona to end
			(REST OF STREET IS NOT POSTED)
Capri Circle	Tuesday		
Capri Lane	Tuesday		
Caraway Drive	Friday	1000-1200	
Cardinal Drive	Friday		
Carlton Place	Thursday		
Carmel Drive	Monday	0800-1200	
Carnation Avenue	Monday	0800-1200	
Carnegie Avenue	Thursday		
Carson Street	Monday		
Cassia Avenue	Friday	1000-1200	
Catherine Place	Thursday		
Cecil Place	Thursday		
Cedar Place	Tuesday		
Center Street	Tuesday	1000-1300	From Pomona to Placentia
	Tuesday	1000-1300	South side from Pomona to Anaheim
	Tuesday	1000-1300	North side from Placentia to Monrovia
	Wednesday	0800-1000	South side from Monrovia to Placentia
	Wednesday	0800-1000	North side from Pomona to Anaheim
Century Place	Wednesday	2400-0200	
Ceylon Drive	Friday		
Ceylon Road	Friday		
Charle Drive	Tuesday		From Wilson to End (NOT POSTED)
Charle Street	Tuesday	0900-1300	From Hamilton to Bernard
Charleston Street	Monday		
Chestnut Avenue	Friday		
Cheyenne Street	Monday		
Chios Road	Friday		
Church Street	Wednesday	0900-1100	
Churchill Court	Wednesday		
Cibola Avenue	Monday		
Cinnamon Avenue	Friday	1000-1200	
Clearbrook Lane	Thursday		
Cleveland Avenue	Monday		
Clinton Street	Wednesday		
Clubhouse Circle	Tuesday		
Clubhouse Road	Tuesday		From Mesa Verde to North end (NOT POSTED)
	Tuesday	1100-1300	From Pitcairn to Timor
	Friday		From Mesa Verde to Timor (NOT POSTED)
Club Mesa Drive	Thursday	0800-1000	
Colby Place	Thursday		

Dale Place	Thursday		
Davis Place	Thursday	0800-1000	
Debra Drive	Monday	0800-1200	
DeeDee Drive	Monday	0800-1200	
Delaware Place	Friday		
Del Mar Avenue	Thursday	0800-1100	From Elden to Santa Ana
			(REST OF STREET IS NOT POSTED)
Denver Drive	Monday		
Deodar Avenue	Monday		
De Soto Avenue	Monday		
Doctors Circle	Tuesday		
Dogwood Street	Tuesday		
Donegal Place	Monday		
Donnie Road	Thursday		
Donnybrook Lane	Monday	1100-1300	From Baker to Watson
			(REST OF STREET IS NOT POSTED)
Dorset Lane	Monday		
Drake Avenue	Monday	0900-1200	From Cortez to Sonora
			(REST OF STREET IS NOT POSTED)
Dublin Street	Monday		
Duke Place	Thursday		
Elba Circle	Friday		
El Camino Drive	Monday	0800-1000	From Mendoza to La Salle, both sides
El Rio Circle	Monday	0800-1100	
Elden Avenue	Wednesday	0800-1000	East side from 21st to 22nd
	Thursday	1100-1330	West side from 21st to 22nd
	Thursday	0900-1200	From Monte Vista to Del Mar
	Thursday	0800-1000	From Del Mar to Mesa
	Thursday	0900-1200	From Santa Isabel to Monte Vista both directions
Ellesmere Avenue	Friday		
Elm Avenue	Thursday	2400-0400	From Harbor to Lemon
	Monday	0800-1100	North side from Lemon to Royal Palm
	Friday	0700-0800	South side from Royal Palm to Lemon
Elmhurst Lane	Thursday		
Enterprise Street	Wednesday	2400-0200	
Esther Street	Wednesday	0800-1000	From Tustin to Raymond
			(REST OF STREET IS NOT POSTED)
Europa Drive	Friday		
Evergreen Place	Tuesday		
Fair Drive	Thursday		
Fairview Road	Thursday		Arlington to Newport (CURBS)
	Thursday		All medians
	Wednesday		Arlington to Sunflower (CURBS)
Fairway Drive	Thursday		
Fairway Place	Thursday		
Farad Street	Tuesday	0400-0600	
Farallon Drive	Friday		
Fayette Circle	Thursday	1000-1300	
Federal Avenue	Tuesday	0900-1300	From Oak to Victoria Frontage
Federal Avenue	Tuesday	0800-1000	Wilson Street to Joann Street

Harbor Boulevard	Thursday		
Harbor Gateway North	Thursday		
Harbor Gateway South	Thursday		
Harding Way	Monday	1100-1300	
Harla Avenue	Thursday	1100-1300	
Hartford Way	Monday		
Hawaii Circle	Friday		
Hayes Avenue	Monday		
Helena Circle	Monday		
Helena Place	Monday		
Hickory Place	Friday	1100-1300	
Hill Place	Thursday		
Howard Way	Thursday		
Hudson Avenue	Thursday		
Hummingbird Drive	Friday		
Hyland Avenue	Thursday		
Idaho Lane	Friday		
Idaho Place	Friday		
Illinois Street	Friday		
Indiana Avenue	Friday		
Industrial Way	Tuesday		
Inroz Drive	Friday		
Iowa Street	Friday		
Iris Place	Wednesday		
Irvine Avenue	Wednesday		West side
Jacaranda Avenue	Friday		
Jamaica Road	Friday		
James Street	Wednesday	0800-1000	North side
	Thursday	1100-1300	South side
Jasmine Circle	Monday	0800-1200	
Java Road	Tuesday		
Jeanette Place	Thursday	0800-1100	
Jefferson Avenue	Monday		
Jeffrey Drive	Thursday	0900-1100	
Jennifer lane	Thursday	0900-1100	
Joann Street	Tuesday	0800-1000	From Republic to Federal
	Tuesday	1000-1400	From Placentia to Miner
	Thursday	0800-1000	From Fordham to Columbia
Johnson Avenue	Monday		
Junipero Drive	Monday		
Kalmus Drive	Wednesday		
Kauai Place	Tuesday		
Kentucky Place	Friday		
Kenwood Place	Wednesday		
Kerry Lane	Monday		
Killarney Lane	Monday		
Killdeer Circle	Friday		
Killybrooke Lane	Monday	1100-1300	From Baker to Watson
			(REST OF STREET IS NOT POSTED)
Kinglet Court	Friday		

Magellan Street	Monday		
Magnolia Street	Wednesday		
Main Street	Wednesday		
Mallard Drive	Friday		
Mandarin Drive	Friday		
Manistee Drive	Thursday	1000-1300	East side from Paularino to Pierpont
Manistee Drive	Thursday	1000-1300	West side from Pierpont to curve
Maple Avenue	Tuesday	0900-1300	
Maple Street	Tuesday	1000-1400	
Marian Way	Wednesday		
Marigold Circle	Monday	0800-1200	
Marquette Circle	Thursday	1000-1300	
Maryland Circle	Friday		
Maui Circle	Tuesday		
Maui Place	Friday		
McClintock Way	Monday	0800-0800	
McCormack Lane	Monday		
McCormick Avenue	Wednesday		
McKinley Way	Monday		
Melody Lane	Wednesday	0800-1000	South side
	Thursday	1100-1300	North side
Mendoza Drive	Monday	0800-1000	West side from Baker to El Camino
			(REST OF STREET IS NOT POSTED)
Merrill Place	Wednesday	0800-1000	South side from Elden Ave to Orange Ave
Merrill Place	Thursday	1100-1300	North side from Orange Ave to Elden Ave
Merrimac Way	Thursday		
Mesa Drive	Thursday	0800-1100	From Club Mesa to Santa Ana
Mesa Verde Drive	Wednesday		Medians
Mesa Verde Drive East	Thursday		Curbs
Mesa Verde Drive West	Thursday		Curbs
Meyer Place	Tuesday	1000-1200	West side from Hamilton to Beach
	Wednesday	1100-1300	East side from Beach to Hamilton
	Wednesday	0700-0800	Both sides from Beach to 19th
Michigan Avenue	Friday		
Miguel Lane	Monday		
Milbro Street	Thursday		
Mindanao Drive	Friday		
Miner Street	Tuesday	1000-1300	From Wilson to Joann
			(REST OF STREET IS NOT POSTED)
Minnesota Avenue	Friday		
Minorca Drive	Friday		
Minorca Place	Friday		
Mission Drive	Monday	0800-1100	From Mendoza to Ballow
	Monday	0800-1000	North side from Mendoza to La Salle
	Tuesday	0800-0900	South side from Mendoza to La Salle
Missouri Street	Friday		
Modjeska Circle	Tuesday		
Molokai Place	Friday		
Monaco Terrace	Thursday	0800-1000	
Monroe Way	Monday		

Palmer Street	Wednesday	0900-1100	
Paloma Drive	Wednesday		Within Costa Mesa boundaries
Pamela Lane	Tuesday	1100-1300	
Panay Circle	Friday		
Park Avenue	Thursday		
Park Drive	Wednesday		
Parkcrest Drive	Tuesday		
Park Center Drive	Wednesday		
Parkglen Circle	Tuesday		
Parkhill Drive	Tuesday		
Parkview Circle	Tuesday		
Parkvista Circle	Tuesday		
Parnell Place	Monday		
Paros Circle	Friday		
Parsons Street	Tuesday	0800-1000	East side from Ford to Bay
Parsons Street	Thursday	1000-1200	West side from Bay to Ford
Parsons Street	Tuesday	0800-1000	Victoria to End
Paularino Avenue	Monday		From Fairview to Helena
	Monday	1100-1300	South side from Coolidge to Garfield
	Monday	1100-1300	Eastbound from Cleveland to Coolidge
	Monday	1100-1300	Westbound from Coolidge to Van Buren
	Thursday		From Bear to Bristol
	Wednesday		From Bristol to Airway
Pauline Place	Wednesday		
Peace Place	Thursday		
Pelican Place	Friday		
Pemba Drive	Friday		
Peppertree Lane	Monday	0800-1100	West side
	Friday	1100-1300	East side
Peterson Place	Thursday	0700-0800	West side
	Friday	0800-1000	East side
	Thursday	0800-1000	Northbound from Harbor to Adams
Phalarope Court	Friday		
Pierce Avenue	Monday		
Pierpont Drive	Thursday	1000-1300	
Pinecreek Drive	Monday		
Pine Place	Tuesday		
Pitcairn Drive	Friday		
Placentia Avenue	Tuesday		From 19th to 16th
	Thursday		From 19th to Adams
Platte Drive	Thursday	0900-1100	
Plum Place	Tuesday		
Plumer Street	Tuesday	1000-1300	South side
	Wednesday	0800-1000	North side
Plumeria Place	Monday	0800-1200	
Pomona Avenue	Tuesday	0500-0700	East side from 17th to 18th
	Tuesday	1000-1300	From 18th to 19th
	Tuesday	1000-1400	From 19th to Hamilton
	Tuesday	1000-1300	East side from Wilson to Victoria
	Tuesday	1100-1300	East side from Wilson to Joann

Royce Lane	Monday	1100-1300	
Rue De Cannes	Thursday	0800-1000	
Rural Lane	Wednesday		
Rural Place	Wednesday		
Rutgers Drive	Tuesday	0800-1000	From Wilson to Avocado
	Thursday		North of Wilson
Saint Clair Street	Monday		
Sakioka Drive	Wednesday		
Salinas Avenue	Monday		
Salvador Street	Monday		
Samar Drive	Friday		
Samar Place	Friday		
Samoa Place	Friday		
San Bernardino Place	Wednesday		
San Carlos Lane	Monday		
San Jose Avenue	Monday	0800-1200	
San Juan Lane	Monday		
San Leandro Lane	Monday	0800-1200	
San Lucas Lane	Monday	0800-1200	
San Marino Circle	Monday	0800-1200	
San Pablo Circle	Monday	0800-1200	
San Rafael Circle	Monday	0800-1200	
Sandalwood Street	Friday		
Sanderling Circle	Friday		
Sandpiper Drive	Friday		
Santa Ana Avenue	Wednesday		From 15th to 16th (NOT POSTED)
	Wednesday	0900-1100	From 16th to 17th
	Wednesday	1000-1300	From 17th to 22nd
	Thursday	0800-1100	From 22nd to Mesa
Santa Clara Circle	Monday	0800-1200	
Santa Cruz Circle	Monday	0800-1200	
Santa Isabel Avenue	Thursday		
Santa Rosa Avenue	Monday	0800-1200	
Santiago Road	Monday		
Santo Tomas Street	Thursday		
Scenic Avenue	Thursday		
Scott Place	Tuesday	1000-1300	
Sea Bluff Drive	Tuesday		
Seal Street	Tuesday	1000-1200	
Secretariat Circle	Monday	0800-1200	
Senate Street	Tuesday	1000-1200	From Pomona to Puente
			(REST OF STREET IS NOT POSTED)
Serang Place	Friday		
Serra Way	Monday		
Shalimar Drive	Thursday		
Shamrock Lane	Monday		
Shannon Lane	Monday		
Shantar Drive	Friday		
Sharon Lane	Monday		
Sherwood Place	Wednesday		

Trinity Drive	Thursday	0900-1100	
Tulane Road	Wednesday	1100-1200	North side from Columbia to Notre Dame
	Thursday	0900-1100	South side from Notre Dame to Columbia
Tulane Place	Thursday	0800-1000	
Tulare Drive	Monday	0800-1200	
Tulip Lane	Wednesday		
Turlock Drive	Monday	0800-1200	
Tustin Avenue	Wednesday	1000-1300	From 17th to Rochester
			(REST OF STREET IS NOT POSTED)
Tyler Way	Monday		
Union Avenue	Tuesday		
Utah Circle	Friday		
Valencia Street	Tuesday	0800-1000	From Mendoza to La Salle, both sides
Vallejo Circle	Monday	0800-1200	
Valley Circle	Tuesday		
Valley Road	Tuesday		
Van Buren Avenue	Monday		
Vanguard Way	Thursday	1100-1300	
Vassar Place	Thursday		
Velasco Lane	Monday		
Venetian Drive	Monday	0800-1200	
Vermont Avenue	Friday		
Victoria Place	Tuesday		
Victoria Street	Tuesday		
Villanova Road	Wednesday	1100-1200	South side from Notre Dame to Loyola
	Thursday	0900-1100	North side from Loyola to 288 Villanova
			(REST OF STREET IS NOT POSTED)
Viola Place	Wednesday		
Virginia Place	Thursday		
Vireo Circle	Friday		
Visalia Drive	Monday	0800-1200	
Wake Forest Road	Thursday	0800-1000	
Wakeham Place	Monday	0800-0900	
Wallace Avenue	Tuesday	1000-1300	West side from 19th to 18th
	Tuesday	1000-1400	East side from 19th to Hamilton
	Wednesday	0800-1000	East side from 18th to 19th
	Wednesday	0800-1000	West side from 18th to Shalimar
	Wednesday	1100-1300	West side from 19th to Hamilton
	Thursday	1100-1300	East side from 18th to Shalimar
Walnut Place	Wednesday		
Walnut Street	Wednesday	0900-1100	From Church to Fullerton
			(REST OF STREET IS NOT POSTED)
Warren Lane	Monday	1100-1300	
Washington Way	Friday		
Waterman Way	Thursday		
Watson Avenue	Monday		
Waxwing Circle	Friday		
Weelo Drive	Tuesday		
Wellesley Lane	Thursday		
Wells Place	Wednesday		

Westbrook Place	Thursday		
Westminster Avenue	Wednesday	0900-1100	From Ogle to Sparks
	Wednesday	10:00-13:00	Broadway to East 19th Street
			All segments South of 22nd (NOT POSTED)
	Thursday		From 22nd to Del Mar
Westminster Place	Thursday		
White Oak Street	Friday		
Whittier Avenue	Tuesday	0500-0700	East side from 18th to 19th
	Tuesday	0900-1100	From 19th to Arbor
	Tuesday		From 18th to South end (NOT POSTED)
	Wednesday	0600-0730	West side from 19th to 18th
E. Wilson Street	Wednesday		
W. Wilson Street	Tuesday	0800-1000	From Canyon to Pacific
	Tuesday		From Harbor to Canyon (NOT POSTED)
W. Wilson Street	Tuesday	Early Shift	From Newport to Fairview
	Thursday	1000-1200	West side from College to Fairview
	Thursday		From Harbor to College (NOT POSTED)
	Thursday	0800-1000	175' east of Newport Boulevard to Elden Avenue, both sides of the street
Wimbledon Way	Monday	0800-1200	
Wintergreen Place	Friday	1000-1200	
Wisteria Circle	Monday	0800-1200	
Woodland Place	Wednesday		
Wren Circle	Friday		
Wyoming Circle	Friday		
Yale Place	Thursday		
Yellowstone Drive	Thursday		
Yorkshire Street	Tuesday	0900-1100	
Yukon Avenue	Thursday		
Yukon Circle	Thursday		

Attachment 'C'

AQMD RULE 1186.1

Attachment 'C': AQMD Rule 1186.1

Rule 1186.1 - Less-Polluting Sweepers

(Adopted August 18, 2000)(Amended June 4, 2004)

(Amended September 9, 2005)(Amended May 5, 2006)

RULE 1186.1. LESS-POLLUTING SWEEPERS

(a) Purpose

To reduce air toxic and criteria pollutant emissions, this rule requires certain public and private sweeper fleet operators to acquire alternative-fuel or otherwise less-polluting sweepers when purchasing or leasing these vehicles for sweeping operations undertaken by or for governments or governmental agencies in the jurisdiction of the South Coast Air Quality Management District (District).

(b) Applicability

(1) This rule applies to any federal, state, county, city or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, but excluding those vehicles exempt as defined by Rule 1191 paragraph (f) (1).

(2) Sweepers having a gross vehicle weight of 14,000 pounds or more are subject to this rule.

(c) Definitions

For purposes of this rule, the following definitions shall apply:

(1) AFFECTED GOVERNMENTAL AGENCY means any governmental agency in the District's jurisdiction that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, excluding those exempt as defined by Rule 1191 paragraph (f) (1).

(2) ALTERNATIVE-FUEL SWEEPER means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of this rule.

(3) APPROVED CONTROL DEVICE(S) is a California Air Resources Board

(CARB)-certified exhaust control device(s) that reduces particulates and possibly other precursor emissions. To be considered fitted with approved control device(s), all diesel exhaust from the sweeper, including the auxiliary engine (if applicable) must be vented through such a device(s) that have been certified by CARB at the time of vehicle purchase.

(4) FLEET OPERATOR is any federal, state, county, city, or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, excluding those exempt as defined by Rule 1191 paragraph (f)(1).

(5) GOVERNMENTAL AGENCY include any federal, state, regional, county, city, or governmental department and agency, and any special district such as water, air, sanitation, transit, and school districts. See AFFECTED GOVERNMENTAL AGENCY.

(6) LOW-SULFUR DIESEL FUEL means diesel fuel that has a maximum sulfur content of 15 parts per million (ppm). The use of low-sulfur diesel fuel improves the performance of and may be necessary for the use of advanced exhaust control devices.

(7) PURCHASE OR LEASE means that a purchase or lease contract has been signed by both parties for a sweeper to be delivered within 1 year of the purchase or lease contract date, which is the date the contract, is signed by both parties.

(8) SWEEPER means any heavy-duty vehicle with a gross vehicle weight of 14,000 pounds or more that is permitted to operate on public roads through California Department of Motor Vehicle registration or the federal government and used for the express purpose of removing material from paved surfaces, by mechanical means through the action of one or more brooms, or by suction through a vacuum or regenerative air system or any combination of the above.

(9) SWEEPING OPERATIONS means operations to remove material from paved surfaces using sweeper(s), as defined by this rule.

(d) Requirements

For Fleet Operators:

(1) Beginning July 1, 2002, a fleet operator shall meet the following conditions for each individual purchase or lease of a replacement or additional sweeper:

(A) Purchase or lease an alternative-fuel sweeper, OR

(B) Before July 1, 2008, if the fleet operator has an approved Technical Infeasibility Certification for this individual purchase or lease, as described in subdivision (e),

(i) purchase or lease a non-alternative fueled sweeper with all applicable approved control device(s), and

(ii) maintain the approved control device(s) per manufacturer's specifications, and

(iii) if using diesel fuel, fuel the sweeper with low-sulfur diesel fuel only, and

(iv) comply with Rule 1186 without invoking the exemption provision in Rule 1186 paragraph (i) (3), unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c) (2) is commercially available.

For Affected Governmental Agencies Contracting for Sweeping Services:

(2) Any affected governmental agency that signs a contract after July 1, 2002 for sweeping services must:

(A) Contract for sweeping services that use alternative-fuel sweeper(s),

OR

(B) Solicit bids for sweeping operations using alternative-fuel sweepers and if no bids are submitted:

(i) Contract for non-alternative fueled sweeper(s) and ensure that the sweeper(s) are only fueled with low-sulfur diesel and outfitted with approved control device(s) that are installed and maintained per the manufacturer's specifications, and

(ii) Contract for sweeper(s) that comply with Rule 1186 without invoking the exemption provision in Rule 1186 paragraph (i) (3), unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c) (2), is commercially available.

(3) After January 1, 2003, any renewal or extension option of a contract is considered a new contract that must meet the requirements of paragraph (d)(2).

(e) Technical Infeasibility Certification Criteria and Procedures

(1) Six months prior to the date of purchase or lease of a replacement or additional sweeper, any fleet operator seeking to comply with subdivision

(d) without purchasing or leasing an alternate-fuel sweeper [i.e., opting to comply with paragraph (d) (2)], shall demonstrate the technical infeasibility of complying with paragraph (d) (1) requirements by submitting a signed and dated Technical Infeasibility Certification Request to the Executive Officer and attest to the accuracy of all statements therein, that shall include:

(A) the name and address of the fleet operator; and

(B) current sweeper fleet composition, including make, model, and a complete description of the sweepers' dust suppression systems; and

(C) demonstration that no alternative-fuel engine and chassis configuration is commercially available from any manufacturer for sweeping operations conducted by the fleet operator (only technical reasons for choosing a given chassis configuration are acceptable),

OR

(D) demonstration that a fueling station for alternative-fuel sweepers

commercially available from any manufacturer for sweeping operations conducted by the fleet operator is not available within five miles of the vehicle storage or maintenance yards.

(2) Within 90 calendar days of receipt of a completed Technical Infeasibility Certification Request submitted pursuant to paragraph (e) (1), the Executive Officer will either approve or disapprove the Request, in writing.

(3) The Executive Officer shall disapprove a Technical Infeasibility Certification Request if it does not meet the requirements of paragraph (e)(1). If a Technical Infeasibility Certification Request is disapproved by the Executive Officer:

(A) The reasons for disapproval shall be given to the applicant in writing.

(B) Upon receipt of a notice of a disapproved Technical Infeasibility Certification Request, the fleet operator shall comply with paragraph (d) (1).

(C) The fleet operator may resubmit a Technical Infeasibility Certification Request at any time after receiving disapproval notification, but must still comply with paragraph (d) (1) until such time as the Executive Officer approves a Technical Infeasibility Certification Request under paragraph (e) (1).

(4) A Technical Infeasibility Certification Request is subject to plan filing and evaluation fees as described in Rule 306.

(f) Exemptions

(1) The provisions of this rule shall not apply to fleets consisting of evaluation/test vehicles, provided by or operated by the vehicle manufacturer or manufacturer representative for testing or evaluation, exclusively.

(2) The provisions of subdivision (d) shall not apply to a sweeper purchase by a fleet operator that is solely dedicated to serving governmental agencies that are not subject to this rule, upon demonstration to and approval of the Executive Officer.

(g) Compliance Auditing and Enforcement

(1) At the request of the Executive Officer, the fleet operator shall provide the purchase, lease, or contract records for their sweepers to demonstrate compliance with subdivision (d).

(2) At the request of the Executive Officer, any fleet operator claiming an exemption under subdivision (f) shall supply proof that their sweeper or fleet is exempted from this rule.

(h) Severability

If any provision of this rule is held by judicial order to be invalid, or invalid or inapplicable to any person or circumstance, such order shall not affect the validity of the remainder of this rule, or the validity or applicability of such provision to other persons or circumstances. In the event any of the exceptions to this rule is held by judicial order to invalid, the persons or circumstances

covered by the exception shall instead be required to comply with the remainder of this rule.

AQMD Incentive Funding Programs

- Summary of Co-funding Sources

http://www.aqmd.gov/tao/FleetRules/AFVFundingSources.htm

- Mobile Source Emission Reduction Review Committee

http://www.cleantransportationfunding.org/

- Carl Moyer Memorial Program Incentives for Purchasing Lower-Emission Heavy-Duty Engines (ARB website)

http://www.arb.ca.gov/msprog/moyer/moyer.htm

Other Links for Finding Fueling Stations

http://www.aqmd.gov/tao/FleetRules/Fuelguides.htm

For more information on the fleet rules, call the FLEET RULE IMPLEMENTATION HOTLINE at (909) 396-3044 or e-mail fleetrules@aqmd.gov.

Source: http://www.aqmd.gov/tao/FleetRules/1186.1Sweepers/index.htm

4. PROPOSAL FORMAT GUIDELINES

Interested Proposers are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

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

- **Vendor Application Form and Cover Letter**

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Proposer's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which the Proposer manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts the Proposer will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete

transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

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

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.

7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City. In the case of use of the City Yard property, facilities or equipment, the Proposer must identify how such use would integrate with and not interfere with City's use of such facilities or equipment, how Proposer will provide insurance for operations conducted at the City Yard or using City equipment, how waste streams, water usage and other operations of Proposer will be separately accounted for.

- **Staffing**

Provide a list of lead personnel who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.[1] Include a resume for each designated individual.

Upon award and during the contract period, if the Proposer chooses to assign different personnel to the project, the Proposer must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the Proposer, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

---

[1] Hourly rates for the proposed personnel shall be set forth on Appendix D.

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of the Proposer's demonstrated capability, including length of time that the Proposer has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from the Proposer. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. ***Any past or current business relationship may not necessarily disqualify the firm from consideration.***

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix **B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of**

Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

(1) Vendor Application Form

(2) Ex Parte Communications Certificate

(2) Price Proposal Form

(3) Disclosure of Government Positions

(4) Disqualifications Questionnaire

5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on December 9, 2011 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Kimberly Hall Barlow
Jones & Mayer
City of Costa Mesa
City Attorney's Office
3777 N. Harbor Blvd
Fullerton, CA 92835
RE: Street Sweeping Services

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Richard Amadril, RFP Facilitator

rick.amadril@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than November 23, 2011. The City reserves the right not to answer all questions.

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

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services, including costs of responding to this RFP. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

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

1. Qualifications of Proposer and Key Personnel-------25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-------10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

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

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for December 26, 2011 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

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

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

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

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered.

Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

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

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

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

10. EX PARTE COMMUNICATIONS

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

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

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an ***approved*** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

APPENDIX A

REQUEST FOR PROPOSAL

Street Sweeping Services

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2011 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and consultant, a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to have Consultant _____ as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws

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

1.4 Performance Bond. A performance bonds shall be required to be issued to ensure Consultant's performance under this Agreement. The amount of the performance bond shall be $_____ and shall be issued by an admitted surety insurer as defined by the Code of Civil Procedure Section 995.120.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the

authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Three Million Dollars ($3,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

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

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:	IF TO CITY:
Consultant	City of Costa Mesa
12345 Jefferson Rd.	77 Fair Drive
Costa Mesa, CA 92626	Costa Mesa, CA 92626
Tel: 555-555-5555	Tel: 714-754-5156
Fax: 555-555-5555	Fax: 714-754-5330
Attn:	Attn: Purchasing

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

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

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

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

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees")

from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

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

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

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and

conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

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

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

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

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said

parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

CITY OF COSTA MESA,

A municipal corporation

_____ Date: _____

City Manager of Costa Mesa

CONSULTANT

_____ Date: _____

Signature

_____

Name and Title

_____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

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

    b. Establishing a Drug-Free Awareness Program to inform employees about:

        1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C

CERTIFICATES OF INSURANCE

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Street Sweeping Services RFP at any time after November 9, 2011

_____

OR

I certify that Proposer or Proposer's representatives have communicated after November 9, 2011 with a City Councilmember concerning the Street Sweeping Services RFP. A copy of all such communications is attached to this form for public distribution.

_____

APPENDIX D

PRICING PROPOSAL FORM

STREET SWEEPING SERVICES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide the Proposer's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-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.)

ROUTE:	**Total Annual Cost (Weekly)**	**Total Annual Cost (Twice monthly)**
Weekly Route 1 Total (211 Curb & Linear miles):	$ _____	$ _____
Weekly Route 2 Total (206 Curb & Linear Miles):	$ _____	$ _____
Weekly Route 3 Total (208 Curb & Linear Miles):	$ _____	$ _____
Weekly Route 4 Total (214 Curb & Linear Miles):	$ _____	$ _____
Weekly Extra Sweeps/Call Outs (12 miles):	$ _____	$ _____
Total Annual Cost	***$*** _____	***$*** _____

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

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

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

All work shall be performed in accordance with the specifications.

WORK DESCRIPTION	**Unit Price**
Cost Per Curb Mile	$ _____
Hourly rate for special sweeps	$ _____

_____

Proposer's Initials

C. Proposal Schedule

(Please Type or Print)

Total Bid Amount:

- In written words _____

- In figures $_____

CONTRACTOR Lawful Name: _____

Proposer's Name: _____ Proposer's Initials: _____

PROPOSER License No. _____ Expiration: _____

PROPOSER Taxpayer I.D. Number: _____

Signature: _____ Date: _____

PROPOSER Address: _____

Telephone Number: (____) _____

Fax Number: (____) _____

24-Hour Emergency Contacts:

_____ Telephone No.: (____) _____

Name

_____ Telephone No.: (____) _____

Name

_____ Telephone No.: (____) _____

Name

_____

Proposer's Initials

The Proposer agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Proposer from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Proposer agrees that the City shall have the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

_____

Proposer's Initials

Respectfully submitted,

_____ _____

_____ _____

_____ _____

_____ _____

_____

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

☐ Corporation Taxpayer I.D. Number: _____

	Can Sign	Must Sign
Name_____	☐	☐
Name_____	☐	☐
Name_____	☐	☐

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

☐ Partnership or Joint Ventures Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

_____

Proposer's Initials

Proposer shall signify receipt of all Addenda here, if any:

Addendum No.	**Date Received**	**Proposer's Signature**

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

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

City of Costa Mesa RFP Questions – Street Sweeping

1. Please provide a list of the current equipment used by the City of Costa Mesa:
   - Year, Make, Model, Hours/Miles, Fuel Type, Overall Condition

UNIT NUMBER		YEAR	TRUCK MFCTR.	MODEL	SWEEPER MFCTR.		FUEL TYPE
	Miles:					Condition:	
#387	90592	2001	FREIGHTLINER	FL 70	TYMCO 600	Good	DIESEL
#389	101,598	1997	FORD	CF 8000	TYMCO 600	Good	DIESEL
#390	95,199	2001	FREIGHTLINER	FL 70	TYMCO 600	Good	DIESEL
#391	117,915	1999	FREIGHTLINER	FL 70	TYMCO 600	Good	DIESEL
#392	67,498	2003	FREIGHTLINER	FL 70	TYMCO 600	Good	PROPANE

2. When do you anticipate starting this contract? Answer Unknown at this time.
3. Does the City require that we pay prevailing wage? Answer: No
4. Will the City consider a longer term contract? Answer: The City will consider a longer term contract depending upon proposals for use of City Facilities and Equipment.
5. What type of rate adjustment mechanism can be provided to the contractor? Answer: Please refer to page 77, second paragraph of the RFP.
6. Will the City consider extending the Proposal Submission Due Date to December 21, 2011? Answer: No
7. What is the current annual City budget for street sweeping? Answer: Fiscal Year 2011 / 2012 - $593,779.00
8. How many routes does the City currently run on a weekly basis? Answer: 16
9. Does the City currently operate their sweepers four days per week or five days per week? Answer: Five days
10. Will we be required to hire the current street sweeping drivers? If so, can we please get their current pay rates? Answer: Vendors will not be expected to include a potential employment package with their submittal proposal. Vendors should identify necessary costs to perform the scope of work as provided in the RFP.
11. How many sweepers does the City currently operate on a daily basis? Answer: 4 with one backup sweeper.
12. How many curb miles are covered by each sweeper? Answer: Approximately 45 - 55 miles daily, more accurate information regarding mileage can be derived from sweeper route maps.
13. Can you please clarify the information provided on Page 77 of the RFP regarding weekly curb miles swept? Answer: See question # 35
14. Are the parks included in the total curb and linear miles or are they swept at no additional cost? Answer: They are included in the total curb miles.
15. Page 4 i: Are special sweeps billed at an hourly rate? Answer: Yes

16. Are the 200 curb miles per year of special sweep requests and 250 curb miles per year of inclement weather sweeps chargeable? Answer: see answer # 15, they are to be included in the price of the bid. What is entailed in the inclement weather sweeps? Answer: Usually due to Santa Ana wind conditions / rain, extra sweeping passes required on most streets to remove additional leaves and wind blow debris.

17. What type of status reports and weekly reports will be required? Answer: Daily sweeper route form, weekly labor distribution work unit report. Excel spread sheet for monthly totals.

18. Page 8 – Is B1 applicable to this contract as the services are ongoing? Answer: yes, see question # 17

19. Page 9, B5 – Please provide clarification on adjustments for holidays and inclement weather? Are any services made up? Answer: Holiday's and rain days, service not to be made up. Windy, service as outlined in RFP.

20. Page 9 – Does maintenance and litter removal scheduled for all holidays apply to street sweeping? If so, please provide examples. Answer: No Street sweeping on recognized Holidays.

21. Page 44(footnotes) – Is RFP requesting labor rates separate from hourly rates or is it all inclusive? Answer: The RFP is requesting a bid for all work, but also seeks specification of hourly rates for the specified personnel.

22. Page 78, paragraph 2 - The words "installed and the Construction Documents" should be deleted. Answer: Correct. The pricing should be for all items. Nothing is to be installed or constructed under this RFP.

23. Please provide current compensation and benefit detail or at least City salary range for current employees performing these services. Answer: Sweeper staff is comprised of senior maintenance workers see link for salary range. http://www.ci.costa-mesa.ca.us/CMEmployment.htm

24. Please provide listing of current City equipment, including age (see question #1) and acquisition price. Answer:

SWEEPER UNIT #	ORIGINAL COST	REHAB COST	TOTAL COST
387	$ 123,799.00	$ 109,905.00	$ 233,704.00
389	$ 110,674.00	$ 105,460.00	$ 216,134.00
390	$ 123,799.00	$ 109,905.00	$ 233,704.00
391	$ 119,063.00	$ 105,460.00	$ 224,523.00
392	$ 173,607.00	$ -	$ 173,607.00

25. Please provide monthly tonnage and water usage totals for the past year. Answer: Tonnage of sweeper debris collected per year / 930 tons. Water usage, unknown.

26. Page 64, Section 6.15 Prohibited Employment – Is exception built in for existing city employees if hired? Answer: Yes. If hired by the contractor due to layoff from the City, the individuals would no longer be considered existing city employees.

27. Page 50, Ex Parte Communications – This page provides several entities that cannot be contacted; however, the Certificate to be signed only mentions council members. Please provide clarification. Answer: The certificate identifies only council members, but the prohibitions on contact are as specified on page 50. If contact has been made outside of the parameters permitted on page 50 of the RFP that should be disclosed on the Certificate or as an attachment to the Certificate.

28. Page 58 1.4: What is the amount required for the Performance Bond? Answer: The amount of the bond will be the full amount of the proposal or such other amount as is negotiated with the successful proposer.

29. Page 58 2.3: Can payment be net 30 from date of receipt by City? Answer: 45 days is provided to ensure adequate time for review and approval of invoices by the City Representative and to then allow the City's Finance Department to issue and ail warrants.

30. Page 59 4.1: Term is different than on page 2. Please clarify. Answer: The term anticipated would be for five years with an option to renew for three additional one year periods as provided on page 2 of the RFP.

31. Page 59 4.4: Delete "...inmate intake reports and logs..." Answer: The specified language will be deleted from the proposed contract and appropriate language relating to street sweeping records will be inserted.

32. Page 60 5.1(d): Is Errors and omissions insurance applicable to this contract? Answer: No. No errors and omissions insurance will be required for this contract.

33. What is the current enforcement method for parking citations and how is that coordinated with the sweeping operations? Answer: City's Police department provides enforcement. Parking restrictions are enforced during the sweeping operations in accordance with the posted no –parking for street sweeping.

34. Please coordinate routes 1 through 16 on pages 11 through 26 with the 4 routes identified on page 77. What routes are swept on what days?

Weekly Route By Operator:
Operator # 1 Night Routes / Route 1 (Monday), Route 3 (Tuesday), Route 14 (Wednesday), Route 10 (Thursday)
Operator # 2 Route 2 (Monday), Route 6 (Tuesday), Route 9 (Wednesday), Route 13 (Thursday)
Operator # 3 / Route 4 (Tuesday), Route 7 (Wednesday), Route 11 (Thursday), Route 16 (Friday)
Operator # 4 / Route 5 (Tuesday), Route 8 (Wednesday), Route 12 (Thursday), Route 15 (Friday)

35. Are the weekly extra sweeps mentioned on page 77 the same as the 200 curb miles of special sweeping plus the 250 curb miles of inclement weather sweeps mentioned on page 5? Answer: Yes. 450 miles annually equals to 8.65 curb

miles weekly, however, the bid sheet identifies 12 extra miles per week? What is the correct number of weekly sweeps per week? Answer: 8.65

36. Appendix B Item 1.4 page 58 mentions a performance bond required. What is the amount of this performance bond and can a copy of the performance bond form be provided? Answer: The amount of the performance bond will depend on the total price proposed. We do not currently have a form of performance bond prepared for this RFP.

37. Page 5 requires the proposer to sweep City owned parking lots, facilities, parks and parking districts that are adjacent to streets along the scheduled route. Is this cost to be included in the Pricing Proposal Form on page 77? Answer: Yes

38. Page 6 mentions three additional one year extensions possible, page 59 mentions two periods of one year extensions possible, which one is correct? See answer to question # 31

39. Can you provide a breakdown of the total curb miles per day by residential and commercial miles? Answer: Information is included in the RRP route maps.

40. Please provide a list and schedule/frequency of city owned parking lots that will need to be serviced?

CITY OWNED PARKING LOTS

- City Hall Parking Lot / Weekly
- Costa Mesa Corporation Yard / Weekly
- Mesa Verde Library / Monthly
- Fairview Park (Entrances off Placentia Avenue & Canyon Drive) / Monthly, as needed
- Estancia Park (Entrance off Boa Vista Drive) / Monthly, as needed
- Balearic Center (Entrance off Balearic Drive) / Monthly, as needed
- Suburbia I Park (Entrance off California Street) / Monthly, as needed
- Gisler Park (Entrance off Gisler Avenue) / Monthly, as needed
- Wakeham Park (Entrance off Smalley Road) / Monthly, as needed
- Shiffer Park (Entrance off Bear Street) / Monthly, as needed
- Farm Sports Complex / Monthly, as needed
- Costa Mesa Golf Course / Weekly
- Senior Center / Bi-weekly
- Westside Police Sub-Station / Monthly, as needed
- Canyon Park (Entrance off Arbor Street) / Monthly, as needed
- Neighborhood Community Center / Historical Center / Weekly
- Old Newport Frontage (Between 18th Street and Superior Avenue) / Weekly
- TeWinkle Park (Entrances off Arlington Drive, Presidio Square, Junipero Drive) / Weekly
- Volcom Skate Park / Weekly

- Costa Mesa Bark Park / Weekly

41. Will the proposer be able to store sweeping equipment at the City Yard? Answer: Please check the "Methodology Section" under number 7 on page 44 of the RFP.
42. Will the sweepers need to follow the code enforcement officer during the ticketing process for posted time areas? Answer: See question # 34
43. Can you provide the total debris tons per year from street sweeping? Answer: See question # 25.