

EXHIBIT A

1. SCOPE OF PROJECT

I. CONTRACTOR QUALIFICATIONS

CONTRACTOR must meet all of the following requirements, which may be waived only at CITY's sole and absolute discretion:

Personnel Information

The names and resumes of the principal officers, partners, and or officials shall be submitted to the City for review. The names(s) and resume(s) of the individual(s) who will be considered in responsible charge of the City of Huntington Beach street sweeping enforcement contract shall be clearly indicated.

Parking Enforcement Officer's (PEO), including the Parking Enforcement Supervisor, must be capable of communicating effectively in English in order to communicate with City staff and residents, if needed. CONTRACTOR's drivers shall maintain safety and driving records in accordance with Federal, State, County, and City regulations.

The names and years of experience of each PEO and backup personnel with copies of State of California Department of Motor Vehicles records are also to be submitted. PEO's must have at least three years of driving experience.

PEOs' DMV record shall not have 2 or more violation points in a 12-month period. A DUI and Hit & Run each constitute 2 violation points (Vehicle code section 12810).

PEOs shall be equipped with cellular phones. Operators shall be required to answer or return any cell phone calls within five minutes. Operators must adhere to California Senate Bill 1613 requiring the use of a hands-free device when using a cell phone while driving.

Subcontractors

If applicable, the CONTRACTOR must include in their proposal complete identification of all subcontractors, including business address, telephone number, point of contact and work to be performed. For subcontractors performing the work called out in this agreement, the same information requested of CONTRACTOR must also be provided for the subcontractor.

Equipment

CONTRACTOR shall furnish five (5) primary street sweeping enforcement vehicles. Four (4) shall be for the Parking Enforcement Officers (PEO) and one (1) shall be for the supervising PEO. Each vehicle shall be no more than one-year-old at the time the contract begins and is good working order. It shall be branded in accordance with the agreed upon images, language, and markings.

CONTRACTOR must have sufficient back-up vehicles to perform services when primary vehicles are unavailable due to repairs or maintenance.

The equipment shall be sufficient to perform the work required herein during the hours specified. In the event a primary street sweeping enforcement vehicle requires repair or replacement, a back-up vehicle must be available so that the established sweeping schedule does not fall behind. The successful CONTRACTOR shall be responsible for the repair, maintenance, and service of its street sweeping enforcement equipment.

Existing Inventory

CONTRACTOR must provide a detailed inventory of the CONTRACTOR's equipment and accessories that will be used to fulfill this contract.

The inventory of the street sweeping enforcement vehicle equipment shall include the following:

- Type, model/brand, year of manufacture, and the date the vehicle was acquired.
- Service records for each vehicle with total number of miles and hours (miles only, if vehicle is not equipped with an hour meter) each vehicle has been in service.
- Anticipated remaining useful life as of the date of inventory.
- Type and manufacturer of recording device for hour of operation, miles per hour, and Global Positioning System (GPS) tracking system.

All initial vehicles used shall not exceed one (1) year in age. Age of vehicle shall be determined and verified by California Department of Motor Vehicle (DMV) registration.

All vehicles shall be in "good" condition. A vehicle in good condition, on the whole, must not have any major flaws (no body damage). The interior and exterior must have very few, if any, apparent dings, scratches, or defects, and the paint is still intact. The body of the vehicle should be rust-free or have very little rust. The tires must all match with little wear. Vehicles shall be subject to inspection by the Fleet Supervisor or his designee. The Fleet Supervisor or his designee reserves the right to require any corrections deemed necessary to reflect acceptable service standards.

Vehicles must have means to monitor locations, speeds, hours of operation for reporting purposes. ****Refer to Track, Gather, and Provide Real-Time Data in this section.**

Vehicles shall have the City logo on the front driver and passenger doors, the Allied Universal logo on the rear driver-side and passenger-side doors, and have must include the phrase "Under contract with The City of Huntington Beach" in six-inch (6) letters on both sides of the vehicles. Final approval of signs must be granted by the Traffic/Special Events Unit Commander or his designee prior to use.

Leased Equipment

All leased equipment shall be listed separately with the same detailed existing inventory listing from the previous section; the time remaining on each vehicle's lease and options for renewal, where applicable, shall be stated.

II. SCOPE OF WORK

CONTRACTOR shall use and furnish, at the firm's own expense, all labor, equipment, and materials necessary for the satisfactory performance of the street services set forth herein.

The work to be performed under these specifications consist of providing street sweeping enforcement services for the City of Huntington Beach in pre-designated areas of the CITY on CITY determined schedules and at CITY selected hours of each day of the week.

Street Sweeping Enforcement Description

General — The service provider will provide street sweeping enforcement services to approximately 1,121 miles of mostly residential roadways.

There are four (4) daily street sweeping routes, which take place between 8:00 am and 4:00 pm. Some routes have different start times and the CONTRACTOR will be provided with a detailed schedule by the CITY.

During periods when there is no scheduled street sweeping (i.e. holidays, fifth weeks of the month), the PEO's will not be needed.

The CITY will only be billed for services rendered.

If services are not needed, the CITY will make our best efforts to provide 24 hour notice to the CONTRACTOR.

In situations where this is not possible, or the CONTRACTOR reports for duty to find a full day of services is not needed, the CITY intends to utilize the PEO's for a minimum of four hours of work. During these periods, the PEO's will be tasked with patrolling on-street and off-street parking areas to enforce fire lane violations, disabled parking violations, scofflaw violations, report signage and markings deficiencies, or perform other mutually agreed upon tasks/enforcement.

Pre-designated areas consist of the following:

- Various districts of residential local streets.
- Various areas posted for one side sweeping per sweeping day within posted time frames.

- Various areas of residential local streets posted for days of the week and at posted time frames.
- Arterial Highways, Majors, Primaries, and Secondaries.
- Curb and Gutter sides, curb and gutter medians, curb and gutter one side, i.e. perimeters.
- Painted medians.
- City parking lots.
- Commercial/ Industrial areas.

Pre-Determined Schedules

Residential local streets shall be swept once per week or twice per month as directed, on various days of either 1st, 2nd, 3rd, or 4th week of the month.

Posted residential locals have time frames in addition to the daily schedules that must be adhered to.

Arterial median, painted median lanes, and intersections shall be swept in conjunction with Route 4, or as directed by the City.

III. GENERAL SPECIFICATIONS

Holidays

CONTRACTOR shall not provide street sweeping enforcement services on any of the following Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, and Christmas Day. Street sweeping enforcement does still take place on Martin Luther King Day and Veteran's Day.

Prior to commencement of contract work, agreement on days of make-up sweeping due to holidays shall be reached by comparing those recognized by the bargaining units of the City, CONTRACTOR's operators, and refuse disposal personnel. Those holidays that are the same in all three groups shall become the official list for this contract and shall be recorded as such by a letter to file.

Sweeping Services Management Plan

CONTRACTOR shall have a plan for ensuring all street sweeping routes are enforced. The Management Plan must include solutions that consider population growth, parked cars, refuse pickup services, etc. CONTRACTOR is encouraged to use the latest technological advances in their plan to achieve their management plan objectives. In order to give CONTRACTOR a more accurate idea of the scope of work, the **approximate annual** curb miles are as follows:

Residential Streets: 30,060 CM

Arterial Streets: 700 CM
Raised and Painted Medians: 1,030 CM

Delays in Street Sweeping Enforcement

In the event of inclement weather, CONTRACTOR shall not be required to perform regular scheduled street sweeping enforcement. CONTRACTOR shall, immediately upon direction from the Public Works Street Department Lead Worker or authorized designee, sweep any streets that become littered with storm debris or become impassable due to collected water. During inclement weather which prevents adherence to the regular sweeping schedule for two (2) or less days in a given week, the sweeping areas so affected by the weather shall be swept within five (5) days of the scheduled sweeping without interruption of the regular sweeping schedule. The Maintenance Operations Manager or authorized designee reserves the right to determine what constitutes inclement weather. CONTRACTOR shall perform all extra work required by such inclement weather without additional charge and shall provide CITY with a schedule of when the makeup sweeping will be completed.

Track, Gather, and Provide Real-Time Data

The selected vendor must have the ability to track, gather, and provide real-time data with the use of a GPS tracking system, or acceptable alternate system, for each PEO vehicle while performing services for the CITY. Real time access to GPS shall be provided to CITY. CITY will request a report, on an as-needed basis, that includes, but not limited to the following:

- a. Speed
- b. Direction
- c. Location on map
- d. Address
- e. Distance traveled

The recorded data intervals must not exceed one (1) minute between records (Ping Rate equal to or less than one (1) minute) and the searchable records must be kept for a minimum of six (6) months.

Communication

CONTRACTOR shall provide equipment for two-way voice or text message communication between the City of Huntington Beach and the individual sweepers.

Contractor Response

CONTRACTOR shall respond within 24 hours to requests or complaints from the CITY.

Speed Limit of Street Sweeper Enforcement Vehicles

Sweepers shall not operate above posted speed limits.

Street Sweeping Enforcement Complaints

CONTRACTOR shall investigate any resident complaints that may concern or involve the performance of the PEO and their operation. CONTRACTOR shall report to the Traffic/Special Events Unit Commander or authorized designee on the following working day as to the action or procedure taken with reference to any complaints.

Storage of Equipment

The CITY shall provide five parking spaces at the Public Works-City Corporation Yard at 17371 Gothard St. for the storage of the CONTRACTOR vehicles during periods of non-use. While these vehicles are in use, the CITY will allow the CONTRACTOR's employees to park their personal vehicles in this space. The CITY will provide a location for the CONTRACTOR to retrieve, store, charge, the hand-held ticket writing devices.

Courteous Operation

CONTRACTOR shall perform street sweeping enforcement operations in a manner that causes a minimum inconvenience to the residents and businesses within the CITY. CONTRACTOR shall ensure that PEO's conduct their activities in a professional and courteous manner.

Accident Reports

CONTRACTOR shall provide a copy of a detailed written report of any and all accidents involving CONTRACTOR's vehicles, personnel and/or equipment while operating within the City to the designated City representative within twenty-four (24) hours from the date and time of the accident. Said report shall include the date and time of the accident and a copy of any law enforcement reports or reference identification resulting from the accident.

CONTRACTOR shall provide the name and contact information of CONTRACTOR's safety officer, including cell phone for emergency contact.

Record Keeping

CONTRACTOR shall maintain a daily log detailing enforcement areas each day, scheduled areas missed, date and time missed areas, reasons scheduled enforcement was not performed or completed as scheduled, and total citations/warnings written in the City of Huntington Beach. The report shall also specify the number and nature of complaints received, when they were responded to, and how the complaints were resolved. CONTRACTOR shall submit to the City a monthly and an annual report that summarizes curb mileage for residential, arterial, and industrial areas enforced. CONTRACTOR shall meet all Federal, State, or Local regulations pertaining to street sweeping enforcement equipment operation. CONTRACTOR shall provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency.

Compensation & Invoicing

Compensation for all services shall be based on the proposed and awarded fee schedule, per the specifications and details in this Agreement. Invoices submitted by CONTRACTOR shall be paid in accordance with the terms stated on the signed Agreement. The approved pricing shall remain in effect unless modified by mutual written consent of both parties. CITY requires the CONTRACTOR to provide monthly invoices for services. Upon the request of the City, the CONTRACTOR shall submit the following information per vehicle:

- GPS Data
- Water usage and meter reads including the date the meter was read
- Sweeper CNG usage
- Routes completed
- Curb miles swept
- Complaint log

Liquidated Damages

Failure of the CONTRACTOR to complete the work in accordance with the specifications will result in damages being sustained by the CONTRACTOR.

The following are cause for liquidated damages:

- a. Missing scheduled sweeping days without providing prior notice to, and acknowledgement by, the Operations Manager, or authorized designee (including inclement weather).
- b. Poor results.
- c. Any failure or refusal by CONTRACTOR to perform in accordance with the terms of this contract.

Upon the first occurrence of any of the foregoing acts, CONTRACTOR will be notified in writing by the City. CONTRACTOR shall respond within five (5) days with a written plan stating how compliance with the requirements of the agreement must be met. If there is a second occurrence of the same act by CONTRACTOR within a thirty-day (30) period, the City shall have the right to withhold payment of \$500.00. Each separate and subsequent occurrence of the same act shall result in a liquidated-damages charge in the amount of \$500.00.

Additional/Added Posted Streets

In the event of additional posted streets are added in the City of Huntington Beach, the Public Works Street Department Lead Worker or his designee shall place them on the appropriate Sweep Schedule. CITY will provide thirty (30) days, written advance notice of changes to the route or the frequency.

Measurements

It is the responsibility of CONTRACTOR to make all measurements to determine his proposal price. The City of Huntington Beach will not be responsible for determining the quantities of materials necessary to complete the work specified.

City of Huntington Beach Business License

CONTRACTOR and any Subcontractors are required to obtain a City of Huntington Beach Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement.

Prevailing Wage?

~~Street sweeping is not subject to prevailing wages per:~~

~~State of California
Department of Industrial Relations
Decision on Administrative Appeal
RE: Public Works Case No. 2005-007
Street Sweeping
City of Santa Clarita~~

Uniforms

The CONTRACTOR will provide uniforms to the PEO’s and PEO Supervisor. The uniforms shall consist of: A white military type shirt with shoulder epaulets, two pleated chest pockets with three-point flaps, permanent military creases, reinforced sewn-in badge tab, pleated pockets with pen slot, and three-point scalloped flaps. The shoulders shall be adorned with Allied Universal shouldn’t patches, the employee shall wear a badge with identification number clearly visible, and a name plate over the right chest pocket to include the first name initial and last name. Black uniform pants or shorts are authorized to be worn with a duty belt. Employees can wear a black baseball cap with the Allied Universal marking on the front. Black crew or ankle height socks are authorized with black shoes.

Term of Agreement

The City, at its option and with CONTRACTOR concurrence, may renew this Agreement for two (2) additional one-year (1) periods on the same terms and conditions as provided herein, including a provision for a Consumer Price Index (CPI) adjustment in the cost of the Agreement. This option may be exercised only if the CONTRACTOR demonstrates superior performance in providing services during the prior three-year (3) Agreement term and in each successive one-year (1) term thereafter.

If an increase in compensation for service in succeeding option periods is requested, the CONTRACTOR must provide detailed supporting documentation to justify the requested

rate increase. The requested increase will be evaluated by the City, and the City reserves the right to negotiate, accept, or reject the CONTRACTOR's requested compensation increase. This Agreement's compensation terms may be adjusted by a mutually agreeable amount based on and no greater than the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County, CA, changes over the previous contract period. Requests for price changes must be made by the CONTRACTOR in writing sixty (60) days before the end of the then-current agreement period and is subject to negotiation or rejection by the City. Compensation increases shall only be considered at the expiration of each two-year (2) contract extension period.