

**SERVICE AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
UNIVERSAL PROTECTION SERVICES, LP DBA ALLIED  
UNIVERSAL SECURITY SERVICES (UASS)  
FOR  
STREET SWEEPING ENFORCEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called “City,” and Universal Protection Services, LP DBA Allied Universal Security Services (AUSS), a California corporation, hereinafter referred to as “Contractor.”

**Recitals**

- A. The City desires to retain a Contractor having special skill and knowledge in the field of street sweeping enforcement services.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

**1. Scope of Services**

Contractor shall provide all services as described in Exhibit “A,” which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the “Project.”

Contractor hereby designates Steve Clayton, Regional President, Southwest Division (UASS), who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

**2. City Staff Assistance**

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

**3. Compensation**

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed Three Hundred Sixty Two Thousand Dollars (\$362,000) during the first year of the contract, Three Hundred Seventy Three Thousand Dollars (\$373,000) during the second year of the contract, and Three Hundred Eighty Four Thousand Dollars (\$384,000) during the third year of the contract. During the life of the three (3) year contract, the cost is anticipated to not exceed One Million One Hundred Nineteen Thousand Dollars (\$1,119,000).

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

**4. Term**

Time is of the essence of this Agreement. The services of Contractor are to commence January 1, 2020, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate January 1, 2023, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

**5. Extra Work**

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

**6. Disposition of Plans, Estimates and Other Documents**

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to

City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

**7. Hold Harmless**

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

**8. Workers Compensation Insurance**

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

**9. General Liability Insurance**

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily

injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

#### **10. Automobile Liability Insurance**

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

#### **11. Certificate of Insurance**

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in

this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

**12. Independent Contractor**

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, 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, in connection with the Project and/or the services to be performed hereunder.

**13. Conflict of Interest**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

**14. Termination**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

**15. Exclusivity and Amendment**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements,

orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

**16. Assignment**

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

**17. City Employees and Officials**

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

**18. Notices**

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach  
Attn: Lieutenant David Dereszynski  
2000 Main Street  
Huntington Beach, CA 92648

Contractor:

Universal Protection Services, LP  
DBA Allied Universal Security Services  
Attn: Steve Clayton  
1551 N. Tustin Ave., Suite 650  
Santa Ana, CA 92869

**19. Consent**

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

**20. Modification**

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

**21. Section Headings**

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

**22. Interpretation of this Agreement**

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

**23. Duplicate Original**

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

**24. Immigration**

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

**25. Legal Services Subcontracting Prohibited**

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City; and City shall not be liable for payment of any legal services expenses incurred by Contractor.

**26. Confidentiality**

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

**27. Discrimination**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**28. Jurisdiction – Venue**

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**29. Professional Licenses**

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**30. Attorney's Fees**

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

**31. Survival**

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

**32. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

**33. Signatories**

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

**34. Entirety**

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**35. Effective Date**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR  
Universal Protection Services, LP  
DBA Allied Universal Security Services

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print name

ITS: (*circle one*) Chairman/President/  
Vice President

\_\_\_\_\_  
City Clerk

**AND**

By: \_\_\_\_\_

INITIATED AND APPROVED:

\_\_\_\_\_  
Print name

ITS: (*circle one*) Secretary/Chief Financial  
Officer/Asst. Secretary-Treasurer

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney JW

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

## 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.

## EXHIBIT A

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.

## EXHIBIT A

### 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.

## EXHIBIT A

- 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:

## **EXHIBIT A**

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**

## **EXHIBIT A**

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.

## **EXHIBIT A**

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.

## **EXHIBIT A**

### **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.

### **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.

## EXHIBIT B

### Payment Schedule

A. Rate

All rates and charges per the attached Exhibit A.

B. Billing

1. All billing shall be done monthly for services completed the prior month.
2. CONTRACTOR shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due.
  - D) Include number of citations written, complaints received, miles driven, or other mutually agreed upon details.
3. Upon request of CITY, CONTRACTOR shall submit the following:
  - A) GPS Data
  - B) Routes completed
  - C) Complaint log
4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

C. Liquidated Damages

Failure of CONTRACTOR to complete work in accordance with the terms and conditions of this contract will result in damages being sustained by CONTRACTOR. The following are cause for liquidated damages:

1. Missing scheduled sweeping days without providing prior notice to, and acknowledgement by, the Maintenance Operations Manager or authorized designee (including inclement weather).

C. Liquidated Damages (continued)

4. Poor results.
5. 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.