

**PREPARED FOR:**

**City of Santa Ana**

**REQUEST FOR PROPOSALS NO. 23-007  
FOR STREET SWEEPING SERVICES**

Elizabeth Rubio, Projects Manager  
City of Santa Ana – Public Works Agency  
220 South Daisy Avenue  
Santa Ana, CA 92703

**PREPARED BY:**

**Athens Services**

**February 21, 2023**

Gary Clifford, Executive Vice President  
14048 Valley Boulevard  
City of Industry, CA 91746  
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## A. Cover Letter

Dates February 21, 2023

Elizabeth Rubio, Projects Manager  
City of Santa Ana – Public Works Agency  
220 South Daisy Avenue  
Santa Ana, CA 92703

Dear Ms. Rubio,

Arakelian Enterprises, Inc., dba Athens Services, is pleased to submit this fully responsive bid to provide Street Sweeping Services for the City of Santa Ana.

As the City's street sweeping service provider since 2012, we strive to deliver dependable and high-quality service at the most value to the City, residents, and community. We have conducted a thorough review of the request for proposal and are submitting a cost-effective proposal that complies with the requirements and scope of work. Our proposal will leverage our local infrastructure, a fleet of more than 60 sweepers, surrounding routes, experience in the City, and disposal and recycling facilities to offer the most cost-effective service while providing the most value to the community.

### **Cost-Effective Service**

Athens is committed to providing the most cost-effective service using existing routes and personnel, local infrastructure, and new or like-new equipment. Athens will offer very competitive rates to the City in accordance with the anticipated service start date of July 1, 2023 or sooner, as determined by the City. By continuing a partnership with Athens, the City can avoid the expenses and trouble associated with switching service providers.

Athens will collaborate with the City's Water Resources Division to procure water required to perform street sweeping for the City of Santa Ana as described in the scope of work. The proposed pricing is valid for a period of a minimum of five (5) years subject to annual CPI and PPI increases.

### **Unmatched Experience**

The City and Athens have been partners since 2012 and as a result, we have mastered our daily routes and are intimately familiar with every street, boulevard, and parkway. Our experience allows us to service the streets efficiently and our extensive fleet delivers unmatched dependability.

### **Equipment**

Athens will provide street sweeping trucks model new or like new. Athens has the largest street sweeping fleet in the region. This allows us not only to provide service, but also to provide contingency services and the ability to respond to emergencies. With more than 50 street sweepers within minutes of Santa Ana, only Athens has the capability to provide support, backup, or additional resources to the City if the need ever arises.

Athens trucks will be equipped with geographical positioning systems (GPS) tracking equipment with 60-day history. Data collected will include speed monitoring, braking, and idle times. Athens will provide on-demand reporting analytics as requested by the City. Additionally, Athens can provide training for city staff and the Public Works Maintenance Division to access and monitor the GPS activity.

If awarded, in the immediate Athens will manage the Santa Ana contract from the Downey Area Recycling and Transfer Facility (D.A.R.T.), located at 9770 Washburn Road in Downey, with contact number (562) 622-3503, which is 23 miles from

the heart of Santa Ana. Concurrently, we would immediately begin searching for a property within or near the City to house our fleet.

### **Proposal Enhancements**

Athens proposes to continue our long-term partnership, one that will enhance the City's beautification efforts and enrich the quality of life for residents, businesses, and visitors. We have done a thorough analysis of the scope of work, and have provide competitive rates that add the most value to the community.

Athens looks forward to negotiating an agreement with the City. As part of that discussion, for example, Athens would like to discuss an alternative beyond the required scope. Athens would be willing provide the City with a dedicated full-time service team for all fifty-two weeks of the year. The City would benefit from an all-inclusive agreement that would provide set frequencies for power washing, sweeping bike lanes, performing bulky-item pickups, and providing support during clean-up events for persons experiencing homelessness. At a slightly higher curb-mile rate, we feel this avenue is worth exploration with the City. We also would like to discuss customary and standard changes to certain contractual provisions in areas such as indemnification, termination, rate adjustments, dispute resolution, standards for performance, and modifications to work (including City-directed changes, changes in law, changes to worker classifications, other unanticipated changes), among others.

The Board of Directors of Athens authorizes me in my capacity as Executive Vice President, to transmit and sign the proposal, negotiate a contract with the City of Santa Ana, and execute any agreements, assurances, and other documents related to this proposal and any subsequently awarded contract.

My signature with this letter serves as a consignment, in good faith, to the RFP selection process, with no intent by Athens to withdraw the proposal. I further warrant that the service and performance requirements as described in the RFP, its enclosures, attachments, draft agreement, and all addenda have been thoroughly reviewed. Athens has conducted all due diligence necessary to confirm material facts upon which the proposal is based. Athens is ready, willing, and able to perform the services as proposed.

On behalf of Athens, I am pleased to submit this proposal and look forward to continuing to provide the best street sweeping service available to the City of Santa Ana.

Sincerely,



Gary Clifford, Executive Vice President  
14048 Valley Boulevard  
City of Industry, CA 91746  
Phone Direct: (626) 934-4619 | Fax: (626) 330-0456  
Federal Tax ID Number: 95-4313271  
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## B. Services Provided

Athens has thoroughly reviewed the City of Santa Ana Street Sweeping RFP scope of work and agrees to its requirements and scope of work. We will provide the high-quality service expected by the City, its residents, and businesses. Athens is confident in our ability to exceed the primary objectives of the required services. Athens has extensive experience street sweeping, picking up debris to free the flow of water in gutters, and maintaining streets in a state of cleanliness.

## C. Agreement Statement

Athens can, with confidence, concur without concerns with any and all provisions of the Exhibit II – Sample Agreement of this RFP. Based on our experience in the City of Santa Ana as the current street sweeper, and our reputation as the premier sweeping in the region, we are confident in our ability to meet the RFP scope of work and exceed the City's expectations.

## D. Contract Organization and Staffing

### Approach to Managing Contract

Athens' operational motto is "leave it better than you found it." This is our approach to servicing our cities and customers. Athens takes pride in providing an essential service to our cities, residents, and businesses. Athens shares the City's expectations of responsive, professional, high-quality service. We are committed to daily excellence. Our primary goal is to keep streets and parking lots free of debris and prevent contamination of local waterways.

Rest assured that with Athens, street sweeping would not skip a beat. We will provide the dependable and quality street sweeping that the community expects from a trusted partner. Athens is more than just a contractor – we are your zero-waste partner. Athens' street sweepers will clear all debris to ensure water flows freely and maintain street cleanliness. Most debris are removed in a single pass; however, the Athens sweeper will make another pass where necessary, or the driver will manually remove debris.

Items of excessive size, such as cardboard, palm fronds, large rocks, etc., will be physically picked up and placed in the sweeper by Athens. We will make as many passes as are required to deliver high-quality results. A designated supervisor will audit sweepers and routes daily to ensure adherence to every facet of the scope of work. In addition, if the sweeper is unable to capture debris around or adjacent, the operator will physically pick up and remove debris or move debris into the path of the sweeper to ensure removal from the area being swept. This level of service is included in the pricing in this proposal.

Throughout the period of this Agreement, Athens will establish and maintain an office and have an authorized Supervisor as the point of contact for communications with the City. Athens will report to the Public Works Executive Director any encroachment of vegetation that impairs the ability to sweep. Attached in the Exhibits, is Athens' Street Sweeping Driving Procedures for the City's review. Athens will report without delay any damage to City equipment, City property, or private property. Athens will be liable for damages caused by our action. Any repairs and associated cost resulting from such damage will be the responsibility of Athens.

### Contract Management Team

Athens has assembled a contract management team based on experienced and service knowledgeable. This team's guiding principles are focused on the core tenets of The Athens Way – Service, People, and Environment. Our management team will ensure that we deliver the best service provided by the best people in the industry to foster a safe, healthy, and sustainable environment.

Athens has more than 30 years of municipal street sweeping experience. Today, Athens manages the largest street sweeping operation in the region, currently serving more than two dozen municipalities, including over 10 years of experience managing street sweeping in the City of Santa Ana.

## Organizational Chart

Athens' experienced team of managers and drivers will continue to serve the City and may be augmented by new team members as necessary. The management is committed to ensuring excellent street sweeping service for the City and will be available to meet with city staff for the duration of the contract.

### **Gary Clifford, Executive Vice President**

Phone Direct: (626) 934-4619

Email: [GClifford@AthensServices.com](mailto:GClifford@AthensServices.com)

Gary is Athens' Executive Vice President, focusing on municipal and strategic relationships, and has been with Athens for the last decade. Gary's extensive municipal, governmental, and business leadership experience is recognized throughout Southern California and includes research, public outreach, capital project management, negotiating, and resolving complex managerial issues. As Executive Vice President, he is a member of the Athens Executive Team. He oversees the company's business strategies and development of new business opportunities and the compliance with existing contracts and ventures. Gary brings over 20 years of experience working with state and local government, including developing public policy and procedures and implementing municipal services.

### **Matthew Niklas, Executive Vice President**

Phone Direct: (626) 723-3790

Email: [MNiklas@AthensServices.com](mailto:MNiklas@AthensServices.com)

Matthew joined Athens Services as Division Vice President and brought extensive leadership experience. Before joining Athens, Matt was a general manager for Republic Services. Previously, he served for six years in the U. S. Marine Corps. Today, Matthew serves as our Executive Vice President and will be the top executive in charge of managing the Santa Ana street sweeping contract.

### **Steven Librenjak, Division Vice President**

Phone Direct: (626) 934-4696

Email: [SLibrenjak@AthensServices.com](mailto:SLibrenjak@AthensServices.com)

Steven leads the majority of hauling, sweeping, porter, and business operations. Steven brings an extensive knowledge in global supply chain to the team. A graduate from Cal Poly Pomona with a background in Civil Engineering & Business, Steven went on to lead Frito-Lay California, launch Amazon Fresh for the Greater Los Angeles area, and lead Walmart's North American consolidation network. As one of our top executives, Steven will ultimately hold the responsibility for leading a smooth transition across the City of Santa Ana.

### **Cesar Ortiz, Senior Operations Manager**

Phone Direct: (626) 890-7253

Email: [COrtiz@AthensServices.com](mailto:COrtiz@AthensServices.com)

Cesar joined Athens in 2006 and oversees the operations of Athens' entire fleet of more than 60 sweepers. He will be responsible for the overall management of operations and equipment in Santa Ana and will ensure that our service exceeds the City's expectations. Cesar will serve as the City's key contact for the duration of the contract.

**Jimmy Sandoval, Field Supervisor**

Phone Direct: (626) 705-9224

Email: [JSandoval@AthensServices.com](mailto:JSandoval@AthensServices.com)

Jimmy will supervise the day-to-day operations in Santa Ana. He joined Athens in 2016 as a sweeper operator. In 2017, he assumed the role of field supervisor and currently manages 10 employees. He continues to oversee a growing portfolio of sweeping business across the greater Los Angeles and Orange County areas.

**Athens Team Members**

Athens' team members wear a clean uniform bearing the Athens name. Team members who normally and regularly come into direct contact with the public will also bear some means of individual identification, such as a nametag or identification card. Team members will not remove any portion of their uniform while working within the City. Team members driving Athens vehicles will at all times possess and carry a valid Commercial Driver's License as applicable issued by the State of California. The names of all operators to be used, license number, expirations, and class of license are included in the Exhibits.

Should for any reason an Athens team member be unsatisfactory in the opinion of the City, Athens, when notified in writing, will remove that team member from the job and replace them. Prior to returning a removed employee to work within the City, Athens will provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again.

**Approval of Supervisor**

Athens will provide in writing to the City (before starting work under this agreement) the name of the Field Supervisor. After approval of the Field Supervisor, Athens will submit a written request to the City if a substitute is needed. The Supervisor will have at least two (2) years practical experience in supervision. Athens shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the team members performing the work. The Field Supervisor or his/her representative shall check with the Department of Public Works weekly as to (1) schedule of work, (2) complaints and (3) adequacy of performance.

## E. Related Experience

Athens has more than 30 years of municipal street sweeping experience. Today, Athens manages the largest street sweeping operation in the region, currently serving more than two dozen municipalities. This includes providing services to the City of Santa Ana for over 10 years.

Included in Attachment B, are the requested information for five of our longest-tenured contracts and contact information for their administrators. Additional information regarding these references can be made available upon the City's request.

## F. Customer Service Reputation

Athens maintains a high-level of customer satisfaction with all of its lines of business. Street sweeping is not different. We invite the City to contact the references provides in Form B. References. Our Irwindale office, located at 5355 South Vincent Avenue, houses our Customer Service Department. It operates from 7:00 a.m. to 5:00 p.m. on weekdays and 7:00 a.m. to noon on Saturdays, with English, Spanish, and more than 175 other language capabilities. Our customer service representatives use the latest software to facilitate quick responses.

In addition to phone support, customers have access to online chat and other self-service options through [AthensServices.com](http://AthensServices.com). We understand the importance of the valuable service we provide to the City. Therefore, we are

committed to providing the best possible customer service to residents and business owners. We will acknowledge complaints within 12 hours of receipt and resolve 90% within 72 hours of receipt.

## Responding to Complaints

Complaints from the City will be given the utmost priority. In addition to having a local call center, city staff will have the ability to connect directly with the sweeping filed supervisor and manager designated to the City. This will ensure complaints are responded to quickly, within 24 hours, and resolved to the City's satisfaction. This also includes emergency requests.

## Standards of Performance

Athens meets and enforces the highest standards of street sweeping performance. If a swept area is left in an unsatisfactory condition based on the Public Works Executive Director or their designee, Athens will sweep the area again until it is clear of debris within 24 hours of being notified. We will sweep all locations as described and use good sweeping practices, as dictated by industry standards and in accordance with California and County Storm Water BMP Handbooks. When necessary, we will make adjustments to equipment. Sweeping speeds will be adjusted based on street conditions with a maximum speed of eight (8) miles per hour.

Athens employees will wear neat, clean uniforms, carry identification and commercial driver's licenses, and conduct themselves appropriately. Athens has a zero-tolerance policy for drug and alcohol use on the job.

Additional services, including emergency call-outs or other instances as requested by the Public Works Executive Director will be handled by one (1) sweeper unless a greater number is agreeable to Athens.

## G. Financial Responsibility (Capacity)

Arakelian Enterprises, Inc. dba Athens Services aka "Athens" has been a family-owned and -operated environmental services firm serving Southern California since 1957. Athens is the largest solid waste hauling company in Los Angeles County and it operates the largest portion of the City of Los Angeles commercial franchise. Below are some key statistics that add to the testimony of Athens being a premier solid waste provider:

- 40+ municipalities served in Southern California, in 5 Counties (Los Angeles, Orange, San Bernardino, Riverside, and Ventura)
- 900+ collection, hauling, and container vehicles
- 2.3 million residential, commercial, street sweeping, and industrial customers
- 3 Container Management Facilities (Van Norman, Peoria, and Paramount)
- 7 Operations Facilities
- 4 Materials Recovery Facilities (MRFs) with a 5th coming to Irwindale
- 1 Composting facility
- County-owned and Athens-operated facilities in San Bernardino county – 5 Landfills and 9 Transfer Stations

Due to Athens' prudent financial management and sustainable growth, the company has a mid-9 figure, 4-bank, credit facility led by our 25+ year relationship with Wells Fargo. Based upon our estimate of the necessary capital purchases in the range of \$2.5M, we have several times this amount in readily available capital to pay for these costs. There are no bank-driven pre-conditions to immediately accessing this capital. We are well within our credit facility's compliance structure – even after drawing on what we will need for this contract.

Athens' audited financial statements for the most recent three (3) fiscal years will be made available to the City upon request by the City. If Athens is awarded the contract, its Chief Financial Officer will meet with designated City representatives to review its financial statements. In lieu of the audited statements, Athens has provided a letter of credit from Wells Fargo as evidence of our supplemental capacity. The letter of credit is in the Exhibits.



## H. Proposed Work Plan

### Sweeping Practices

Athens will at all times use good sweeping practices as dictated by standards within the sweeping industry and will make adjustment to its equipment as necessary. Due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity, and will immediately clean up any that has occurred. Sweeping practices include, but is not limited to, the following:

- Sweeping speed will be adjusted to street conditions, including residential and arterial, with a maximum speed of eight (8) miles per hour. Patterned concrete medians, intersections, and crosswalks will be swept at a maximum speed of three (3) miles per hour. Athens may suggest alternate speeds if manufacturer's recommendation and industry standards state that alternate speeds are safe and effective.
- Sweepers will be operated as close to parked cars or other obstacles as safety allows.
- Within parking lots or other parking areas, debris caught between car stops and major crevices, Athens will blow out debris to allow sweeper to pick up or pick up by hand.
- Athens employees will conduct all activities and operations within the confines of public roadways and will not enter private property for any reason without written permission from the owner.
- Scheduled sweeping will not be canceled for inclement weather without approval of the Public Works Executive Director or their designee.

### Routing and Sweeping Schedule

Athens will develop street sweeping routes and propose them to the City, subject to the approval of the Public Works Executive Director. Routes and schedules will be consistent with the Street Sweeping Scheduling Maps (Exhibit III) and the sweeper will stay off of private streets.

Sweeping routes will be provided to the City no later than fifteen (15) days prior to the initiation of sweeping operations or changes in operation and are subject to approval from the Public Works Executive Director. The City reserves the right to request changes in routing or hours of operation at any time. Any and all sweeper breakdowns and repairs will be reported immediately to the Public Works Executive Director or their designee.

Any changes to the routes or sweeping schedule will include a version and date approved by the City to avoid confusion. The most current schedule and route will be carried in the sweeper.

### Implementation Plan

If awarded the contract, Athens will continue operations without impact to customers. This is one of the benefits of extending the partnership between Athens Services and the City of Santa Ana. Roughly 30 days before the start of a new agreement, Athens will present to the City a plan to phase in any new sweepers, or to potentially make enhancements to the services.

We will review the existing maps with Athens' logistics team to optimize routes to minimize impacts on roads, traffic, and pedestrians. This will also include an in-depth analysis to determine how we can decrease greenhouse gases from our vehicles.

Two weeks before the start of the new agreement, drivers will be trained on the route and schedule. We will coordinate all aspects of the transition with City staff and provide frequent communications and updates. Potential service enhancements, such as bike lane cleaning, hand cleaning, and porter services shall commence immediately at the start of the agreement.

Athens has extensive experience implementing services in new communities. Over the years we have developed an SOP called the Service Implementation Model, which outlines the steps required to implement new services without disruption to customers in 90 days. Athens' Service Implementation Model can be provided to the City upon request.

## Athens Community Beautification Enhancement

Athens is proposing an all-inclusive Community Beautification Enhancement package for the City of Santa Ana. Utilizing our experience as a recycling leader, our existing infrastructure, and service-focused team members, we have assembled a value-loaded package to exceed the City's scope of work expectations today, and for years to come.

After conducting a thorough assessment of the request for proposal, we have assembled a beneficial proposal for the community as a whole. Our community beautification enhancement package includes Athens' power washing, porter services, bike lane cleaning and graffiti removal services throughout the city. Only Athens can provide the proposed services by using existing team members without the use of sub-contractors, which will ensure the utmost quality of service to the community.

## Street Sweeping Schedule

Routine street sweeping will be conducted Monday through Friday, unless otherwise approved by the Public Works Executive Director. Sweeping hours will be completed by 3:30 p.m., Monday through Friday and will begin no earlier than 4:00 a.m., except in designated areas in which sweeping begins at 2:00 a.m., such as the downtown area. Athens will complete all sweeping as scheduled; mechanical failure or personnel problems will not be the acceptable reason for failure to perform services. No changes to the sweeping schedule will be allowed without the prior approval of City.

- Holidays: All sweeping will be completed except on the following holidays:
  - New Year's Day, January 1<sup>st</sup>
  - Martin Luther King Jr. Day
  - President's Day
  - Memorial Day
  - Independence Day, July 4<sup>th</sup>
  - Labor Day
  - Veterans Day, November 11<sup>th</sup>
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve, December 24<sup>th</sup>
  - Christmas Day, December 25<sup>th</sup>

## Areas to be Cleaned

All City streets including arterial, collector, industrial, residential and commercial, cul-de-sacs, alleys, parking lots, and median curbs will be swept. The frequency will be once per week, twice per week, five times per week, and twice per month according to the Implementation Schedule in Exhibit I.

At least once a week, Athens will sweep all City streets, including arterial, collector, industrial, residential and commercial, cul-de-sacs, median curbs, and curb returns), uncurbed pavement edges, painted (2-way) left-turn lanes, and flush concrete or paved median noses shall be swept each time the associated street is swept as described in the scope of work. No debris will be left behind.

## Special Events Sweeping

Athens will provide up to four hundred (400) annual curb miles of street sweeping services for no additional cost for special events, parades, inclement weather sweeps, roadway hazards, and spills. The sweeping will be focused in the event area and associated City parking lots.

## Emergency Response

Athens' office will have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by the City. Athens will respond and provide emergency service within two (2) hours from the time a call is placed by the City. Requests for routine service or complaint issues will be resolved expeditiously within the following twenty-four (24) hour period.

Athens will provide at least two (2) telephone numbers of qualified persons who can be called anytime in the event an Athens representative is not immediately available at the job site. Athens also will provide an emergency 24-hour number to contact a representative who can take the necessary action required to alleviate an emergency condition. Athens will respond within one (1) hour from receiving notification.

**Emergency Contact #1:** Cesar Ortiz, Senior Operations Manager, (626) 890-7253

**Emergency Contact #2:** Jimmy Sandoval, Field Supervisor, (626) 705-9224

## Safety First, Always!

Athens drivers undergo extensive safety training that meets CHP requirements and serves as a model for the industry. In addition, our vehicles undergo daily inspections and regular maintenance to keep them in top operating condition to extend the useful life of the vehicles and keep maintenance, repair, and replacement costs down. With a fleet of more than 60 street sweeping vehicles serviced by trained mechanics at several yards nearby, Athens can maximize economies of scale.

Athens' top priority is to provide excellent service. Our street sweeping team is committed to maintaining communication with City staff to keep service quality high and immediately resolve any issues. Athens drivers are trained to report any issues that affect service levels.

Our crews are committed to keeping the streets clean and improving street safety. Our focus is to quickly, safely, and completely remove debris, sand and gravel, standing water, leaves, and other loose materials that could present a road hazard. Doing so protects stormwater from run-off in compliance with all applicable National Pollutant Discharge Elimination System (NPDES) regulations. In addition, it helps with vector control of mosquitoes and other pests.

## I. Sweeping Equipment Profile

Athens will provide new or like new Freightliner TMYCO 600 CNG street sweepers, equipped with the latest technology. Athens currently has 30 sweepers staged within a sixty (60) minute travel time from the City.

Athens equipment will be kept well-maintained, neatly painted, and meet other reasonable standards as may be established by the Public Works Executive Director. Adequate backup equipment will be available at all times to service the City. Athens will accommodate an annual inspection of equipment, if required. Attached in the Exhibits is a full listing of our proposed equipment.

Athens' sweeper fleet is appropriate for servicing the City, including streets, medians, alleys, parking lots, and angled parking. Athens uses only the best sweeper for each area to be adequately and safely swept. Athens' fleet includes vacuum and

broom sweepers, as appropriate, for meeting all requirements of this Agreement and all regulatory requirements of outside agencies such as the South Coast Air Quality Management District (AQMD), the California Air Resources Control Board, and the Municipal NPDES Permit No. CAS004004.

Vehicles and equipment used in accordance with sweeping activities meet all applicable local, state, and Federal air quality laws, rules, and regulations including but not limited to the South Coast Air Quality Management District Rule 1186 relating to alternative-fueled sweeping equipment. Equipment meets all applicable certifications for PM 10 and other pollutants as set forth by the South Coast Air Quality Management District. Athens will submit proof of certifications to the City on a bi-annual basis.

Athens' fleet features the TYMCO Model 600, which is both extremely reliable and incredibly powerful. Whether [sweeping city streets](#) during leaf season, cleaning up on a [construction site](#), or sweeping behind a milling machine or road reclaimed, getting the job done with the Model 600 is quick to perform and easy to operate. The vehicles include the highly efficient [TYMCO Regenerative Air System](#) that provides unprecedented reliability and delivers incredible performance while providing an amazingly clean sweep. The Model 600 is, quite simply, the sweeper that changed the industry.

Sweepers also will be equipped with two-way radios and cell phones. Athens will provide drivers with manual push brooms and shovels to clean and sweep areas such as narrow cul-de-sacs, median noses, and portions of left-turn pockets.

Athens' street sweeping equipment meets the following requirements:

- Street sweeping equipment in conformance with the highest standard of street sweeping. Street sweeper speed and broom pattern shall be in accordance with the manufacturer's recommendations. While operating, street sweepers at work will not exceed a **maximum speed of seven (8) mph**; sweepers when driven will have a maximum of the posted speed limit.
- Standard heavy street sweeping equipment as necessary to clean the City streets of paper, dirt, rocks, leaves and debris.
- Athens will use equipment deemed acceptable by express approval of the Public Works Executive Director. We will provide a minimum of one (1) relief sweeper for each sweeper planned to be used to perform the contract work. Athens will have all sweepers return to the yard for washouts and hopper cleaning. All equipment will be:
  - Standard full-size motorized street sweeper;
  - TYMCO 600 models with dual gutter brooms;
  - Clean and in good working condition;
  - Maintained in top running condition, including arriving clean, in proper working condition, and fueled for each daily schedule;
  - Equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time;
  - Equipped with a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Santa Ana". The sweeper will also be identifiable with the company name and phone number on each side along with office telephone number.
  - Alternative equipment may be used for specific areas (i.e. narrow streets and alleys) if noted in the proposal with detailed explanation provided.
- Athens' equipment will be subject to inspection by the Public Works Executive Director or their designee and upon notification in writing that any equipment does not comply with the standards herein, such equipment will be removed from service and not again so used until inspected and approved in writing by the Public Works Executive Director or their designee.
- Sweeper will have a dual gutter broom.
- All vehicles will be equipped with an operational rotating amber light when parked or used on public streets. Athens will use light warnings instead of loud sound signals except where required by law for the protection of personnel.
- Athens will provide sufficient water for use street sweeping operations to maintain a near dustless condition.
- Athens will coordinate with the Public Works Executive Director in advance to identify regular location(s) for water access. Athens will comply with all rules and regulations of the City relating to the use of water.

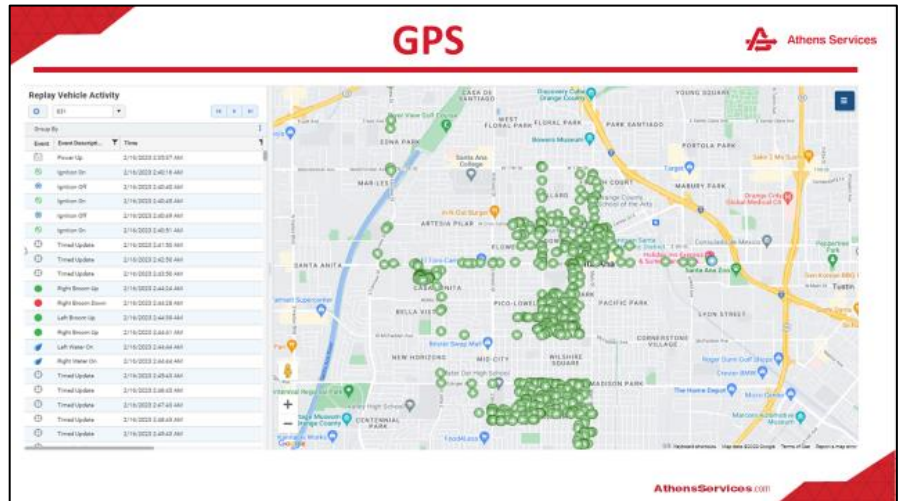
## Sweeping Maintenance

Athens Street Sweepers will receive scheduled maintenance at the D.A.R.T. facility. There based on driver feedback, each vehicle, including sweeper, flatbed trucks, and power washing units, will be meticulously inspecting and maintenance performed. Special attention will be placed on the unit's sweeper (broom) and vacuum, which will receive regular maintenance to efficiently and effectively operate. These will be maintained daily and as needed.

## J. GPS Vehicle Tracking Equipment / Software Profile

Athens sweepers, including other service vehicles, will be equipped with the time-tested and proven Teletrac Fleet Director GPS system. This system provides real-time monitoring of day-to-day sweeper operation. Teletrac provides key metrics, including broom deployment and retreat, vehicle speed and direction, miles traveled, and miles swept. Tachometers will serve as a backup, if needed. Drivers will communicate via two-way radio and cell phone.

All vehicles are maintained in good repair, appearance, and sanitary conditions at all times. All vehicles and equipment used by Athens within the City limits will be clearly identified, on each side of the vehicle or equipment, with Athens' name and telephone number.



Vehicles will have a magnetic sign easily legible from a distance of fifty (50) feet along indicating this sweeper is providing service under a contract with the City of Lomita. Vehicles will be equipped in accordance with State laws, including safety hazard lights visible from the rear that operate independently of the brake lights.

Learn more about the Teletrac Navman system by visiting their website at [TeletracNavman.com](http://TeletracNavman.com).

Athens will have installed on all of their sweepers in Santa Ana, the most technologically advanced GPS monitoring system, known as the Teletrac Fleet Director System.

- Real-time GPS tracking of vehicles with a maximum update time of three (3) minutes;
- historical GPS data by vehicle for a minimum of sixty (60) days;
- speed monitoring of vehicle;
- Report capability on demand, to provide activity data, route, start/stop times and locations, idle time, speed record by day or route.
- Tracks all miles that are swept in the city with the broom heads down and water on and provides a variety of reports and information, including live real-time tracking.
- 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 8 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.
- Accessibility to dashboards upon request



## K. Other Information

### Records and Reports

Along with the invoice for services, a report will be submitted to the City, monthly, comprising the following:

- Daily Log Report of all streets swept and a description of any special services performed. The log will be signed by the Field Supervisor on a daily basis. Each month, a report will be prepared from the daily log giving a brief description of all routine special and emergency activities. The log should also include GPS maps of routes swept, as well as the date, time, and speed with which sweeping occurred each day.
- A phone log of calls from the City's Public Works Maintenance Services Division and the Police Department, including whether the call contained a request for service and a description of any action taken.
- Customer services logs and complaints received directly by Athens will be submitted in writing electronically to the City on the day such complaints are received. All complaints are to receive a follow-up response within twenty-four (24) hours. Athens will maintain a log of complaints received and corrective actions implemented which will be submitted to the City each month.

Athens will make a reasonable effort to purchase fuel at the City Corporate Yard fueling station at 220 South Daisy Ave, in the City of Santa Ana.

## EXHIBITS

- Financial Institution Credit Capacity Letter – Wells Fargo
- Equipment Listing
- Operator Information
- Street Sweeping Driving Procedures
- Serious Citation Inspection Details

## CERTIFICATIONS (ATTACHMENTS)

- Attachment A: Proposer's Certification and Proposal Item Pricing
- Attachment B: References
- Attachment C: Responsible Proposer – Supplemental Questionnaire
- Attachment D: Non-Collusion Affidavit
- Attachment E: Non-Lobbying Certification
- Attachment F: Non-Discrimination Certification

## BID BOND



**Wells Fargo East Bay Commercial Banking**

555 12<sup>th</sup> Street

Suite 2150

Oakland, CA 94607

February 17, 2023

City of Santa Ana – Public Works Agency  
Attention: Elizabeth Rubio, Projects Manager  
220 South Daisy Avenue  
Santa Ana, CA 92703

Re: Santa Ana Street Sweeping RFP

To whom it may concern:

Athens Services ("Athens") has been a client of Wells Fargo Bank, N.A. (the "Bank") since 1995. The Bank provides Athens with a credit facility under the terms of a duly executed Credit Agreement. As of the date of this letter, the Company has sufficient capacity available under the credit facility to fund the capital requirements for the proposed contract for transfer, processing and/or disposal services. In addition, the Company has excess capacity under the credit facility to meet its operating and capital requirements in addition to the requirements specific to the above referenced contract.

In conjunction with its credit facility with Wells Fargo, Athens provides us with quarterly financial statements and annual audited financial statements. We have reviewed Athens' audited financial statements for the most recent fiscal year. Athens has satisfied all of its past and current financial obligations to Wells Fargo Bank. Based on its satisfactory past financial performance, we are not aware of any impediments that would prevent Athens from fulfilling any reasonable financial requirements under any and all of the services proposed for the transfer, processing and/or disposal services for residual municipal solid waste contract.

Please feel free to contact me with any questions (415) 948-1865.

Sincerely,

A handwritten signature in black ink, appearing to read "LT" or "Logan Taylor", written in a stylized, cursive manner.

Logan Taylor  
Senior Vice President

**Equipment Listing**

| Unit | Year | Fuel                            | License Plate | Vehicle Make | Vehicle Model        | Body Make                               |
|------|------|---------------------------------|---------------|--------------|----------------------|---|
| 807  | 2020 | Alternate Fuel<br>(CNG/Propane) | 8PZJ179       | Freightliner | Business Class<br>M2 | Tymco 600<br>Gray with<br>red lettering |
| 811  | 2017 | Alternate Fuel<br>(CNG/Propane) | 7VDY076       | Autocar      | Xpert                | Tymco 600<br>Gray with<br>red lettering |
| 830  | 2022 | Alternate Fuel<br>(CNG/Propane) | 6JRS455       | Freightliner | M2 106               | Tymco 600<br>Gray with<br>red lettering |
| 838  | 2021 | Alternate Fuel<br>(CNG/Propane) | 6MCC137       | Freightliner | M2 106               | Tymco 600<br>Gray with<br>red lettering |
| 852  | 2022 | Alternate Fuel<br>(CNG/Propane) | 6TAH974       | Freightliner | M2 112               | Tymco 600<br>Gray with<br>red lettering |
| 855  | 2012 | Alternate Fuel<br>(CNG/Propane) | 6WOH312       | Freightliner | M2 112               | Tymco 600<br>Gray with<br>red lettering |
| 857  | 2012 | Alternate Fuel<br>(CNG/Propane) | 6WUM498       | Freightliner | M2 112               | Tymco 600<br>Gray with<br>red lettering |
| 858  | 2022 | Alternate Fuel<br>(CNG/Propane) | 6XQT107       | Freightliner | M2 112               | Tymco 600<br>Gray with<br>red lettering |

The names of all operators to be used, license number, expirations and class of license.

**Confidential Information**

| Name                  | DL #   | Class | Expiration |
|-----------------------|--------|-------|------------|
| Miguel Garcia         | ██████ | ████  | 2/13/2028  |
| Antonio Flores Garcia | ██████ | ████  | 6/13/2027  |
| Raudel Real           | ██████ | ████  | 5/24/2026  |
| Jorge Avila           | ██████ | ████  | 9/6/2023   |
| Amador Barragan       | ██████ | ████  | 9/30/2024  |
| Eric Magana           | ██████ | ████  | 10/23/2026 |
| Ruben Carrera         | ██████ | ████  | 9/27/2027  |
| Pedro Camacho         | ██████ | ████  | 1/18/2025  |



## **Athens Street Sweeping Driving Procedures**

### **Step Activity**

1. Driver will arrive at facility and clock in to begin the day.
2. Conduct pre-trip inspection of the vehicle
3. Drive to beginning of route, of specified service day area
4. Driver will engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
5. 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
6. 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.
7. Driver will complete sweeping of streets in specified area and will contact supervisor informing him/her that he is headed for the designated disposal site.
8. Driver will disengage vacuum and water supply. Lift sweeping brushes.
9. Driver will arrive at disposal site.
10. Driver will, open back door, dump entire contents of vehicle
11. 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
12. Driver will drive out of disposal site and then fill vehicle with water. Driver will contact supervisor to inform of load size
13. Driver will take 30-minute lunch break
14. Driver will arrive at designated service area and engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
15. 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
16. 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 site.
17. Driver will arrive at the disposal site.
18. Driver will wait for clearance to enter disposal site, once inside driver will be directed to specific area to dump contents of vehicle
19. Driver will, open back door, dump entire contents of vehicle
20. 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
21. Driver will drive out of the disposal site and fill vehicle with water. Driver will contact supervisor to inform of load size.
22. Driver will drive to the facility to fuel vehicle.
23. Upon completion of fueling driver will complete post trip inspection of vehicle, turn in copy of inspection report to maintenance department electronically
24. Driver will proceed to dispatch and turn in all completed work orders, VCR (vehicle inspection report), 2-way radio and clock out

# Inspection Detail

**Case Status:** CLOSED

**Inspection: 1570125.015 - Arakelian Enterprises, Inc.**

**Inspection Information - Office:** Ca San Bernardino

**Inspection Nr:** 1570125.015

**Report ID:** 0950633

**Date Opened:** 12/21/2021

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**Site Address:**

Arakelian Enterprises, Inc.  
31 Refuse Rd.  
Redlands, CA 92373

**Mailing Address:**

14048 E. Valley Blvd., City Of Industry, CA 91746

**Union Status:** Non-Union

**SIC:**

**NAICS:** 562219/Other Nonhazardous Waste Treatment and Disposal

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**Inspection Type:** Accident

**Scope:** Partial

**Advanced Notice:** N

**Ownership:** Private

**Safety/Health:** Safety

**Close Conference:** 04/27/2022

**Emphasis:**

**Case Closed:** 05/03/2022

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**Case Status: CLOSED**

| Violation Summary    |                       |               |                |               |         |                 |                 |             |         |              |      |
|----------------------|-----------------------|---------------|----------------|---------------|---------|-----------------|-----------------|-------------|---------|--------------|------|
| Violations/Penalties |                       |               | Serious        |               | Willful | Repeat          | Other           | Unclass     | Total   |              |      |
| Initial Violations   |                       |               | 1              |               |         |                 |                 |             | 1       |              |      |
| Current Violations   |                       |               | 1              |               |         |                 |                 |             | 1       |              |      |
| Initial Penalty      |                       |               | \$5,400        |               | \$0     | \$0             | \$0             | \$0         | \$5,400 |              |      |
| Current Penalty      |                       |               | \$5,400        |               | \$0     | \$0             | \$0             | \$0         | \$5,400 |              |      |
| FTA Penalty          |                       |               | \$0            |               | \$0     | \$0             | \$0             | \$0         | \$0     |              |      |
| Violation Items      |                       |               |                |               |         |                 |                 |             |         |              |      |
| #                    | Citation ID           | Citation Type | Standard Cited | Issuance Date |         | Current Penalty | Initial Penalty | FTA Penalty | Contest | Latest Event | Note |
| 1.                   | <a href="#">01001</a> | Serious       | 1590(A)(4)     | 04/27/2022    |         | \$5,400         | \$5,400         | \$0         |         | Z - Issued   |      |

## **§1590. Haulage and Earth Moving, General.**

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(4) Where a hazard exists to employees because of traffic or haulage conditions, a system of traffic controls shall be required so as to abate the hazard. (See Section 1598(b)).

### **Investigation Summary**

**Investigation Nr:** 145734.015

**Event:** 11/14/2021

Employee Fractures Leg When Struck By Bulldozer

At 11:22 a.m. on November 14, 2021, an employee was gathering debris at a landfill in the tipping table area on foot. A coworker was pushing a pile of trash with a bulldozer. The employee was struck by the bulldozer as it was backing up. The employee was hospitalized to treat a fractured leg and lacerations on his leg.



## CITY OF SANTA ANA

### ATTACHMENT A

#### PROPOSER'S CERTIFICATION, PROPOSAL PRICING

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**Proposal Base Bid Item Price** - Pricing shall be based on **a curb mile cost as described in Exhibit I**. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by the City Projects Manager or designee in writing. The **City has the option to purchase and provide materials**. Special material will be purchased by the City and/or the City will reimburse the Contractor after authorization by City.

**City staff shall have the right to modify, add, reduce, or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor.**

#### **STREET SWEEPING SCENARIO ONE**

\$ 66.65 per Curb Mile x 70,237 Curb Miles = \$ 4,681,296

TOTAL for SCENARIO ONE - A Spelled Out:

\*Price for SPECIAL SWEEPING (SWEEPS): \$ 66.65 per CURB MILE.

\*(Over and Above Required 400 Annual Curb Miles of Free Sweeping or Scheduled Sweeping)

ATTACHMENT A – Continue Next Page



## CITY OF SANTA ANA

**AS-NEEDED SERVICES (Non-Base Bid Item)** - Pricing shall be based on the items listed below and described in the Scope of Services. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after having discussed and received authorization by the City Projects Manager or designee in writing. The City has the option to purchase and provide materials. Special material will be purchased and/or by the City or the City will reimburse the Contractor after authorization by City. Additional crew laborers may be requested by the City as needed. Proposal submitted without this service component will be deemed NON-RESPONSIVE.

| <b><u>ROADWAY CLEANING DEBRIS &amp; LITTER REMOVAL SERVICES</u></b><br><b>(AS-NEEDED SERVICES)</b> |  |              |      |           |                   |                                     |
|--|--|--------------|------|-----------|-------------------|-------------------------------------|
| ITEM #   | BID ITEM DESCRIPTION   | HOURS<br>"A" | UNIT | WEEKLY    | UNIT PRICE<br>"B" | EXTENDED TOTAL PRICE<br>("A" × "B") |
| 1.   | BIKE LANE SWEEPING   | 1,000        | HOUR | AS NEEDED | \$ 275.00         | \$ 275,000                          |
| 2.   | CREW LABORER* – 8 Laborers at 40 hours per laborers equals 320 hours per one week)<br>(1 Week 320/Hours)<br>(Hourly Rate shall <u>Not</u> include a markup for disposal charge)<br>*Crew size = 2 laborers | 320          | HOUR | 1 WEEK    | \$ 225.00         | \$ 72,000                           |
| 3.   | POWER WASHING  | 1,000        | HOUR | AS NEEDED | \$ 225.00         | \$ 225,000                          |
| <b><u>TOTAL NON-BASE BID AMOUNT</u></b>  |  |              |      |           |                   | \$ 572,000                          |
| <b><u>NOTE: ITEMS IN THIS SECTION NOT PART OF THE BASE BID</u></b>                                 |  |              |      |           |                   |                                     |

**ATTACHMENT A – Continue Next Page**





## CITY OF SANTA ANA

**NOTE: THIS CONTRACT IS SUBJECT TO PREVAILING WAGES. (SEE SPECIAL PROVISIONS SECTION Z). BID ITEM QUANTITIES ARE ESTIMATED AND PROVIDED FOR THE PURPOSE OF CALCULATING COMPETITIVE BIDS. BID ITEM QUANTITIES MAY VARY FROM THE FINAL FIELD QUANTITIES AND ARE NOT GUARANTEED.**

|   |  |   |                              |
|---|--|---|------------------------------|
| Arakelian Enterprises, Inc., dba Athens Services  |  | (626) 934-4619                            |                              |
| LEGAL NAME OF COMPANY   |  | PHONE AND FAX NUMBER                      |                              |
| 14048 Valley Boulevard, City of Industry, CA 91746  |  | Gary Clifford                             |                              |
| BUSINESS ADDRESS  |  | PRINTED NAME OF AUTHORIZED AGENT          |                              |
|  Executive Vice President |  | February 20, 2023                         | GClifford@AthensServices.com |
| SIGNATURE OF AUTHORIZED AGENT   |  | TITLE                                     | DATE                         |
| 95-4313271  |  |   | 978599                       |
| FEDERAL IDENTIFICATION NUMBER (IF APPLICABLE)   |  | CONTRACTOR LICENSE NUMBER (IF APPLICABLE) |                              |

**ATTACHMENT A – Last Page**

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT B

### REFERENCES

#### **THIS SHEET MUST BE COMPLETED IN FULL AND RETURNED WITH OFFEROR'S ROPOSAL**

List and describe fully the contracts performed by your firm where **a minimum of 10,000 annual curb miles were swept** and which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications & customer service reputation.

| Reference No. 1  |  |                                 |
|--|--|---------------------------------|
| <b>Customer Name:</b><br>Alex Tachiki, Deputy Director   | <b>Contact Individual/Email:</b><br>atachiki@ci.monrovia.ca.us |                                 |
| <b>Address:</b><br>600 S. Mountain Ave. Monrovia CA 91016  | <b>Phone Number:</b> 626-703-9203                              |                                 |
|  | <b>Facsimile Number:</b> 626-932-5553                          |                                 |
| <b>Annual Contract:</b> Evergreen  | <b>Year:</b> 2010  | <b>Curb Miles Swept:</b> 11,500 |
| <b>Description of supplies, equipment, or services provided:</b><br>City Beautification program , Porter services , Power washing ,<br>Graffiti removals, City can services, bus shelter maintenance, street sweeping,<br>bulky pick up, enclosure clean ups, downtown maintenance services. |  |                                 |

| Reference No. 2   |  |                                 |
|---|--|---------------------------------|
| Customer Name:<br>Robert Delgadillo, P.E., Director of Public Works/City Engineer   | Contact Individual/Email:<br>rdelgadillo@azusaCA.gov |                                 |
| pAddress:<br>213 E. Foothill Blvd. Azusa, CA 91702  | Phone Number: 626-812-5248                           |                                 |
|   | Facsimile Number: 626-812-5248                       |                                 |
| <b>Annual Contract:</b> Evergreen   | <b>Year:</b> 2008                                    | <b>Curb Miles Swept:</b> 13,315 |
| <b>Description of supplies, equipment, or services provided:</b><br>City Beautification program , Porter services , Power washing ,<br>Graffiti removals, City can services, bus shelter maintenance, street sweeping, bulky pick up,<br>enclosure clean ups, downtown maintenance services |  |                                 |

| Reference No. 3   |   |                                 |
|---|---|---------------------------------|
| Customer Name:<br>Andrea Delap  | Contact Individual/Email:<br>andrea.delap@redondo.org |                                 |
| Address:<br>531 N. Gertruda Ave., Redondo Beach, CA 90277   | Phone Number: 805-637-0578                            |                                 |
|   | Facsimile Number: 310-318-0686 ext. 4151              |                                 |
| <b>Annual Contract:</b> 7 year  | <b>Year:</b> 2019                                     | <b>Curb Miles Swept:</b> 18,706 |
| <b>Description of supplies, equipment, or services provided:</b><br>City Beautification program , Porter services , Power washing ,<br>Graffiti removals, City can services, bus shelter maintenance, street sweeping, bulky pick up,<br>enclosure clean ups, downtown maintenance services |   |                                 |



## CITY OF SANTA ANA

### Reference No. 4

|  |  |                                 |
|--|--|---------------------------------|
| Customer Name:<br>Jerry L. Perez   | Contact Individual/Email:<br>jerry_perez@ci.pomona.ca.us     |                                 |
| Address:<br>636 W. Monterey Ave. Pomona, CA 91768                            | Phone Number: 909-524-8613<br>Facsimile Number: 909-620-2482 |                                 |
| <b>Annual Contract:</b> 15 years   | <b>Year:</b> 2009  | <b>Curb Miles Swept:</b> 18,100 |
| Description of supplies, equipment, or services provided:<br>Street Sweeping |  |                                 |

### Reference No. 5

|   |   |                                |
|---|---|--------------------------------|
| Customer Name:<br>Bryan Ariizumi  | Contact Individual/Email:<br>bariizumi@templecity.us                    |                                |
| Address:<br>9701 Las Tunas Dr., Temple City, CA 91780                                       | Phone Number: 626-407-5108<br>Facsimile Number: 626-285-2171, ext. 4342 |                                |
| <b>Annual Contract:</b> 30 years  | <b>Year:</b> 1987   | <b>Curb Miles Swept:</b> 8,833 |
| Description of supplies, equipment, or services provided: Street sweeping and bulky pick up |   |                                |

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT C

#### RESPONSIBLE PROPOSER – SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

60+ \_\_\_\_\_ Years

\*If performed same business under a different business name with same ownership and operation management and changed name due to, but not limited to, bankruptcy, loss or license, please complete an additional and separate Questionnaire.

2. What is your firm's Average Gross Revenue for the last three years?

\$ MOD 9 Figures

3. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_ Case Number

\_\_\_\_\_ Bankruptcy Court

\_\_\_\_\_ Date Filed

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes ☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_ Case Number

\_\_\_\_\_ Bankruptcy Court

\_\_\_\_\_ Date Filed

5. Has any California State License Board (CSLB) license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or fined within the last five years?

☐ Yes ☒ No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes ☒ No

7. Has your firm ever defaulted on a contract?

☐ Yes ☒ No

If "yes," explain on a separate page.

**ATTACHMENT C – CONTINUE NEXT PAGE**



## CITY OF SANTA ANA

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the past five years, has any claim against your firm concerning your firm's work on a project, been filed in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a project, either public or private?

☐ Yes ☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If "yes," identify on a separate page, the person or persons convicted, the court case and





## CITY OF SANTA ANA

number, the crimes and the year convicted.

15. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

NA %

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?

☐ Yes ☒ No

17. Has Cal-OSHA cited and assessed penalties against the Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☒ Yes ☐ No

If "yes," on a separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of the project, and the amount of penalty paid, if any. State the case number and the date of any OSHAB decision.

18. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☒ No

If "yes," on a separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

19. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the federal Davis- Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," on a separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT D

### NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

*see attached*

Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

*(This section is crossed out with a large X)*

\_\_\_\_\_  
 Signature of Document Signer No. 1

\_\_\_\_\_  
 Signature of Document Signer No. 2 (if any)

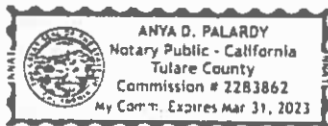
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 21 day of February, 2023.  
 by \_\_\_\_\_  
 Date Month Year  
 (1) Gary Michael Clifford II

(and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.



Signature \_\_\_\_\_  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: City of Santa Ana Attachment D. Document Date: 2/21/23  
 Number of Pages: 38 Signer(s) Other Than Named Above: non-collusion affidavit



## CITY OF SANTA ANA

### ATTACHMENT E

### NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 

Title: Executive Vice President

Firm: Arakelian Enterprises, Inc., dba Athens Services

Date: February 16, 2023

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT F NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract

or purchase order as the administering agency may direct as means of enforcing such provisions,



## CITY OF SANTA ANA

including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

A handwritten signature in black ink, appearing to read "Amir Arakelian", written over a horizontal line.

Title:

Executive Vice President

Firm:

Arakelian Enterprises, Inc., dba Athens Services

Date:

February 16, 2023

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



# **AIA**® Document A310™ – 2010

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

ARAKELIAN ENTERPRISES INC.  
DBA ATHENS SERVICES  
14048 VALLEY BLVD.  
CITY OF INDUSTRY, CA 91746

### **SURETY:**

*(Name, legal status and principal place of business)*

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA  
21688 GATEWAY CENTER DRIVE  
DIAMOND BAR, CA 91765

### **OWNER:**

*(Name, legal status and address)*

CITY OF SANTA ANA  
PUBLIC WORKS AGENCY  
220 S. DAISY AVENUE  
SANTA ANA, CA 92703

**BOND AMOUNT:** \$ FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID

### **PROJECT:**

*(Name, location or address, and Project number, if any)*

RFP NO.: 23-007; STREET SWEEPING SERVICES

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

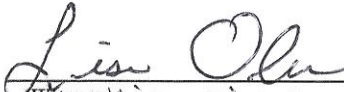
AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:57:13 ET on 01/18/2019 under Order No.1807886589 which expires on 01/19/2020, and is not for resale.

User Notes:

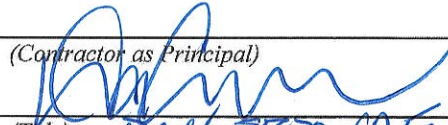

(862214217)

16TH FEBRUARY, 2023  
Signed and sealed this ^ day of ,

ARAKELIAN ENTERPRISES INC. DBA ATHENS SERVICES

  
(Witness) Lisa Olivares

  
(Witness) KEVIN M. OCHS  
WITNESS TO SURETY

  
(Contractor as Principal) (Seal)  
(Title) DAN LEPPA, VP FINANCE & OPERATIONS  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety) (Seal)  
  
(Title) JENNIFER OCHS, ATTORNEY-IN FACT

Init.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

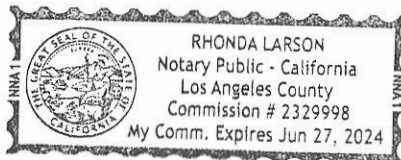
State of California )

County of LOS ANGELES )On FEB 16 2023 before me, RHONDA LARSON, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officerpersonally appeared JENNIFER OCHS  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~s~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in  
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws  
of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public  
RHONDA LARSON, NOTARY PUBLIC

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or  
fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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State of California

County of Orange

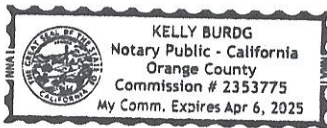
On February 17, 2023 before me, Kelly Burdg, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Harrison Leppo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Kelly Burdg  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Ochs** of **LOS ANGELES**

**California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*

Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Anna P. Nowik*

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **February**, 2023



*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**