

## AGREEMENT WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES FOR STREET SWEEPING SERVICES FOR THE CITY OF SANTA ANA

### 1. PARTIES AND DATE.

THIS AGREEMENT is made and entered into on this 29th day of August 2023 by and between Arakelian Enterprises, Inc., a California corporation dba Athens Services ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

### 2. RECITALS.

#### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain street sweeping services ("Services") required by the City which shall be performed in accordance with the terms and conditions set forth in this Agreement and all plans, specifications and other contract documents attached to or incorporated into this Agreement. Contractor represents that it is experienced in providing street sweeping services to public clients, that it and its employees and/or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

#### 2.2 Project.

On January 27, 2023, the City issued a Request for Proposal ("RFP") No. 23-007 by which it sought to retain a contractor having special skill and knowledge in the provision of municipal street sweeping services. Contractor submitted a responsive proposal that was selected by the City. Contractor represents that Contractor is able and willing to provide the services described in RFP No. 23-007.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

**3.1.1 General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide street sweeping services to City streets as well as roads and parking lots of City Parks, Recreation, and Community Services facilities specified in this Agreement. The Services are more particularly described in the Scope of Work attached as **Exhibit A** and incorporated herein by reference, and Contractor's Quote for Sweeping of City Park's Parking Lots, which is attached as **Exhibit B**, attached hereto and incorporated by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

#### 3.1.2 City Corporate Yard.

**3.1.2.1** City shall permit Contractor to store equipment and necessary service vehicles used exclusively for providing street sweeping service, at the City Corporate Yard

("Premises"). City will grant to Contractor a license to utilize eight (8) parking spaces at the Premises for City sweeping operations. These licensed spaces shall be utilized only for street sweepers, maintenance vehicles, personal vehicles, and supervisor vehicles. Additionally, City will grant to Contractor a license to use the small office/locker room at the Premises.

3.1.2.2 Contractor shall use the Premises only for storage of equipment required to perform under this Agreement such as street sweepers, supervisor vehicle(s) and a back hoe if necessary to remove sludge from wash rack to waste bins, and for no other purpose without the City's prior written consent. Contractor may utilize the wash rack to clean sweepers and shall dispose of sludge in the waste bins, and for no other purpose without the City's prior written consent. Contractor may utilize the wash rack to clean sweepers and shall dispose of sludge in the waste bins on the Premises. Contractor shall maintain sweeper wash bay/rack area clean and prevent sludge from entering the storm drains in violation of National Pollutant Discharge Elimination System ("NPDES") regulations.

3.1.2.3 Contractor may perform minor maintenance on its City sweeper fleet while stored at the Premises, however, Contractor shall provide all tools and equipment necessary for such maintenance. Further, Contractor shall not perform any maintenance that will allow the escape of fluids in violation of NPDES regulations. Any waste/trash resulting from such maintenance shall be disposed off-site.

3.1.3 Term. The base term of this Agreement shall commence on July 1, 2024 for a ten (10) year term ("Base Term"), unless earlier terminated as provided herein. This Agreement may be renewed, by mutual written agreement of City and Contractor, no later than one-hundred and eighty (180) days prior to the expiration of the Base Term, provided Contractor is not in material breach of the Agreement, for up to a five (5) year term ("Renewal Term"). Such Renewal Term is exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with the terms of this Agreement. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth herein.

### 3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform supportive or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within

the term of this Agreement. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the obligations hereunder, City shall respond to Contractor's submittals in a prompt manner.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City, whose approval shall not be unreasonably withheld.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or their designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Sections 3.1 and 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or their designee.

3.2.5 Contractor's Representative. Contractor hereby designates the Division Vice President, or their designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. City and Contractor agree to work closely with each other in Contractor's performance of Services and shall be available to each other at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions to the extent caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Inadequate Performance. In addition to, or in lieu of, remedies provided in this Agreement or pursuant to law, if, in the judgment of the Director of Public Works or their designee, the level of maintenance falls below the standard of care set forth in Section 3.2.7 and Contractor fails to remedy within 24 hours of notification, City shall have the right to withhold all or a portion of payment for work that is deemed inadequate pursuant to this Section.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations to the extent arising from Contractor's performance of Services. If the Contractor performs any work contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability to the extent arising out of any failure to comply with such laws, rules or regulations.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

#### 3.2.11 Labor.

3.2.11.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Notwithstanding the foregoing, in the event of a change in law, including but not limited to a change in applicable worker classifications pertaining to the Services as specified in **Exhibit D**, the City agrees to negotiate in good faith with Contractor to adjust the rates set forth in **Exhibit B** and **Exhibit D** in an amount commensurate with the cost of any such change. The City and Contractor shall not unreasonably withhold agreement to such compensation adjustment.

3.2.11.2 Registration. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the Department of Industrial Relations ("DIR").



3.2.11.3 It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.2.12 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in **Exhibit C** attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of one million dollars and zero cents (\$1,000,000). The performance bond shall be renewed and submitted to the City annually. No payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

### 3.2.14 Water Quality Management and Compliance.

3.2.14.1 Storm Water Management. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.14.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services pertaining to water quality including all applicable provisions of the Santa Ana Municipal Code regulating water quality and discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, written policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the laws and regulations of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourse, including applicable requirements in municipal storm water management programs.

3.2.14.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.14.2, Contractor must comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the City of Santa Ana Local Implementation Plan ("LIP") as amended from time to time. Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

3.2.14.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14.2 and 3.2.14.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.14.2 and 3.2.14.3 of this Agreement as they may relate to the Services.

#### 3.2.14.5 Liability for Non-compliance.

3.2.14.5.1 Indemnity: With respect to the laws, regulations, standards and ordinances listed in Sections 3.2.14.2, 3.2.14.3, and 3.2.14.4, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for to the extent arising from Contractor's noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.14.2, 3.2.14.3, and 3.2.14.4 of this Agreement arising out of or in connection with the Services.

3.2.14.5.2 Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity, provided that Contractor approves defense counsel and any such settlement.

3.2.14.5.3 Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, policies and standard described in Sections 3.2.14.2, 3.2.14.3 and 3.2.14.4 of this Agreement, or any other similar relevant water quality law, regulation, or policy.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the facility rates set forth in **Exhibit B** and curb mile rates set forth in **Exhibit D** attached hereto and incorporated herein by reference (collectively, "Rates"). The initial annual compensation shall not exceed Four Million, Three Hundred Four Thousand, Eight Hundred Fifty Dollars and Zero Cents (**\$4,304,850**) ("Base Compensation") without written approval by City. The Base Compensation is comprised of (1) an initial base amount of \$3,913,500 for street sweeping services to City streets as well as roads and parking lots of City Parks, Recreation, and Community Services facilities and (2) a ten percent (10%) contingency initially of \$391,350 for additional sweeping services at the City's sole discretion. Subsequent annual compensation amounts are subject to an adjustment as set forth in Section 3.3.5 of this Agreement. Extra Work may be authorized, as described below, and if authorized, will be compensated at the Rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice by the 15th of each month for the services rendered in the prior month, which shall indicate work completed and hours of Services rendered by Contractor. Payment for curb miles swept may be withheld as specified in Section 3.2.8. City shall, within sixty (60) days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within sixty (60) days of receipt of an invoice of any disputed fees set forth therein and only such disputed fees may be withheld.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary, or requested by Contractor subject to City approval which shall not be unreasonably withheld, for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Extra work includes, but is not limited to, changes in law and City-directed changes to the Services. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from the City.

3.3.5 Adjustment to Charges. The Rates and Base Compensation will be adjusted annually based on the actual Consumer Price Index (CPI) with no cap beginning at the end of the first 12 months. The index that will be used for determining adjustments to street sweeping charges shall be the most recent December CPI for All Urban Consumers for Los Angeles-Anaheim-Riverside CMSA, published by the United States Department of Labor Bureau of Labor Statistics or any relevant successor for the Orange County area. The adjustment will be calculated using 100% CPI, from December of one year to December of the next year (e.g.,

December 2024 to December 2025). Contractor must submit a written request by February 5th of every year for the City's review and consideration.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to the performance of Services. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 City Option for Termination for Cause. Repeated instances of failure to perform and/or continued disregard of the requirements of this Agreement shall result in cancellation of the Agreement. Specifically, the issuance of three (3) unsatisfactory reports to Contractor by City for noncompliance with material obligations in this Agreement in any six (6) month period shall be deemed a material breach of this Agreement and shall be grounds for the City to terminate this Agreement for cause. In the event of such material breach, City shall, at its option, notify Contractor of City's intention to terminate this Agreement. City shall give notice of termination in writing, mailed to Contractor's most recent address on file with the City. Except in cases of emergencies, this Agreement shall be terminated ten (10) days from and after the hour such notice is deposited in the United States Mail in a sealed envelope properly addressed to Contractor and bearing prepaid first-class postage. In order for any termination to be effective, Contractor shall have at least five (5) days from the notice of intent to terminate to cure any alleged breach of Agreement.

3.5.1.2 Costs for Termination for Cause. In the event of the termination of this Agreement for any material breach or failure of performance on the part of Contractor, Contractor agrees to pay City upon demand the amount of any damage or loss sustained by City in the matter of street sweeping, including the advertising for and the vetting of another contractor. Therefore, Contractor shall pay City for all increases in the City's cost of street sweeping incurred under such new contractor and for all costs and attorneys' fees incurred by the City in the cancellation of this Agreement and the negotiation of such new street sweeping contract. The waiver of a breach of any of the terms of this Agreement shall not cancel or in any way affect the right of the City to declare a default for any recurrence of the same or any other breach of this Agreement.

3.5.1.3 Additional Options for Termination. Either party may request termination of this Agreement when conditions during the Agreement beyond the reasonable control of either party make it impossible to perform, or when prevented from proceeding with the contract (i) by act of God, (ii) by law, or (iii) official action of a federal, state, or local authority. Further, Contractor may terminate this Agreement (i) in the event the City Council fails to appropriate funds for a fiscal year sufficient to allow the City to make timely payments to the Agreement under this Agreement for such fiscal year (excluding any amounts in dispute); or (ii) in the event of nonpayment by the City. Any termination hereunder will require **one-hundred and**

**eighty (180) days written notice prior to Agreement termination date requested.** In the event of nonpayment of undisputed sums by the City, Contractor shall give the City a minimum of forty-five (45) working days to cure the alleged breach.

3.5.1.4 Return of Documents, Data, and other Information. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.5 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Arakelian Enterprises, Inc. dba Athens Services  
14048 Valley Blvd.  
Industry, CA 91746  
ATTN: Steven Librenjak, Division Vice President

City: City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714-647-6956  
[CityClerk@Santa-Ana.org](mailto:CityClerk@Santa-Ana.org)

Courtesy Copies: Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, CA 92702-1988

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United State mails, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Subcontractors. For the avoidance of doubt, the term "subcontractor" as used in this Agreement shall not include (i) third party operators or owners of waste disposal or processing facilities or (ii) subhaulers of waste.

3.5.6 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, attorney fees and related costs and expenses, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner (i) to the extent arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors (ii) to the extent arising out of or in connection with the performance of the Services, the Project or this Agreement. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.6.1 Exception. Notwithstanding any provision in this Agreement to the contrary, Contractor shall not be required to defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury in law or equity to property or persons, including wrongful death, whatsoever, to the extent arising from or in connection to (i) any acts or omissions of third parties or (ii) the negligence, willful misconduct, violation of law, or breach of this Agreement by the City, its officials, officers, employees, volunteers and agents.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions of this Agreement, shall not bind or obligate the City or the Contractor. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, military and veteran status, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Non-appropriation. The City's liability under this Agreement shall not exceed the City's appropriation to fund the Agreement. If the City Council fails to appropriate funds for a fiscal year sufficient to allow the City to make timely payments to the Agreement under this Agreement for such fiscal year (excluding any amounts in dispute), then the Contractor shall have the right to stop work until Contractor receives from City all past-due payments and evidence that sufficient funds have been appropriated by City. Any delay resulting from such suspension shall be deemed caused by the City. If requested by Contractor, the City shall provide information to the Contractor regarding the amounts appropriated for the Agreement.

### 3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[signature page follows]*



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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer L Hall  
City Clerk

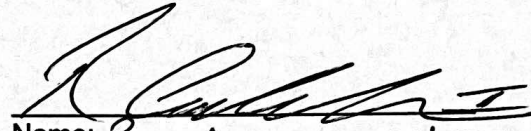
\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONTRACTOR:**

By: John M. Funk  
Brandon Salvatierra for  
Deputy City Attorney

  
Name: RON ARAKELIAN III  
Title: Executive Officer

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

## **EXHIBIT A**



## CITY OF SANTA ANA

Contractor shall perform services as set forth below.

### **I. IMPLEMENTATION**

The Agreement will require the implementation schedule below. In addition to street sweeping services, sweeping of City owned surface parking lots may be requested. Currently, the street sweeping operation utilizes a minimum of five street sweepers and increases the fleet during leaf season or other high- volume periods of tree debris (e.g., leaf and jacaranda seasons).

**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.**

#### **A. IMPLEMENTATION SCHEDULE:**

ROUTE TYPE	CURB MILES	FREQUENCY	TOTAL ANNUAL CURB MILES
Residential	647	Weekly	33,660
Arterials	214	2 x Week	22,300
Raised and Non-Raised Center Medians	215	2 x Month	5,148
Industrials	59	2 x Month	1,420
Downtown	11	5 x Week	2,920
Alleys	92	Weekly	4,789
<b>Total Curb Mileage</b>			<b>70,237</b>

### **II. PERFORMANCE ON SCHEDULE**

The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

### **III. CONTRACTOR REQUIREMENTS & RESPONSIBILITIES**

#### **I. WORK ASSIGNMENTS & SCHEDULE**

The City will provide weekly route schedules to the Contractor. Routes schedules have been established to maximize efficiency and minimize impacts on residents, businesses and schools. The Contractor shall submit a written sweeping schedule to the City Projects Manager or designee within fifteen (15) days of the effective date of the Agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the City for review as efforts to improve sweeping program efficiency. If it is necessary to make periodic revisions to this maintenance



## CITY OF SANTA ANA

schedule, a modified schedule must be submitted for review to the Projects Manager or designee for approval prior to the date the changes are to take effect, but not less than 48-hours. Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule and any other information provided by the City, which will allow the City to monitor the Contractor's progress. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week based on curb miles not swept if not cured within twenty-four (24) hours. On rainy days, normal sweeping operations should be considered in effect unless or until they are canceled by City Project Manager or designee. The designated Contractor holidays for this contract shall be New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day Holidays and Christmas Day Holidays.

The existing posted routes (days and times) will not be changed to accommodate Contractor. The City reserves the right to change frequency of sweeping routes, modify routes with either reduction or addition of curb miles swept, and add new streets and routes to be swept.

### II. ALTERNATIVE-FUEL SWEEPING EQUIPMENT

This solicitation for services will require **alternative-fuel sweepers ONLY**, as defined pursuant to Air Quality Management District (AQMD) Rule 1186.1 - alternative-fuel sweeper means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of Rule 1186.1.

### III. STREET SWEEPING EQUIPMENT

1. The street sweeper or any relief sweeper used to perform this contract work shall:
  - a. Be AQMD and State (if applicable) approved alternative fuel. The Contractor shall be liable for all AQMD, State or Federal fines levied against the City relating to Contractor Street sweeping equipment violations.
  - b. Be a standard full size motorized sweeper equal to or larger than a Tymco 600, Schwarze model A7 or similar model with comparable hopper size, equal pick up abilities and **with dual gutter brooms**.
  - c. Equipment shall be maintained visually and operationally; brushes and brooms are to be replaced regularly. The paint and body of the street sweeper shall be maintained in good condition with no visible rust or body damage.
  - d. Vehicle engines shall be routinely maintained to ensure a high level of service during street sweeping operations and comply with all State or California Department of Motor Vehicles CAL-OSHA and all other applicable codes required by the State, County, and City.
  - e. Equipment should arrive clean for each daily schedule. All equipment is subject to inspection by the City's Project Manager or other designated City Staff at any time.
  - f. The Contractor shall provide a relief sweeper(s) to complete scheduled routes for each sweeper out of operation, broken down, scheduled for maintenance or any other similar situation.
  - g. The Contractor shall provide a listing of all sweepers and relief sweepers identifying:
    - i. Make, model, and year.
    - ii. Company identification unit number.
    - iii. California license number.
    - iv. Company vehicle colors.
    - v. Sweeper color, if different.
    - vi. Names of all operators to be used, California driver's license number, license class,





## CITY OF SANTA ANA

expiration date and California DMV record for each driver.

- h. The Contractor will not be permitted to washout or clean hopper on any public street, alley or City owned parking lot.
2. The street sweeper or any relief sweeper shall be equipped with the following:
  - a. Rotating amber dome lights. All sweepers shall conform to all City, County, State and federal safety and environmental requirements.
  - b. DMV night traveling amber side, rear, and top lights or similar.
  - c. Dual side gutter brooms having no less than 5" long bristles.
  - d. A set of road trouble fluorescent triangles.
  - e. A radio or mobile phone.

### IV. STREET SWEEPING SPEED

1. Street sweepers shall be operated at speeds no greater than eight (8) miles per hour, as will be indicated on tachograph charts, covered hereinafter.
2. Reviews by the City shall be made of all tachograph or Global Positioning System charts to check sweeping start - stop times, miles swept, and sweeping speeds. If at any time the City determines the sweeping speed has exceeded the agreed upon speed, the Project Manager or designee may require the Contractor to re-sweep any part of, or the entire sweeping route in question **at no additional cost to the City**.
3. Indications of any day's sweeping exceeding 8 miles per hour shall result in:
  - a. Notification after the first two occurrences to the contractor that he is in non-compliance.

Reduction in monthly payment by approximately eight (8) miles an hour of the current curb rate for each day that sweeping is recorded in excess of 8 miles per hour over an average of one hour per day.

### V. QUALITY OF SWEEPING

- A. The Contractor shall at all times use good sweeping practices in accordance with the standard of care specified in Section 3.2.7 of the Agreement and will make adjustments to its equipment as necessary, resulting in **clean streets with no debris trails left behind**. During the **fall and winter seasons or following a windstorm or seasonal Jacaranda tree flower drop in the spring**, the Contractor is expected to complete all routes; therefore, the Contractor will be responsible for adjusting resources to ensure routes are completed (by but not limited to increasing sweepers/operators during the fall season). The sweeper must operate with dual brooms unless it is unfeasible. On occasion and as deemed reasonably necessary by City, this will require the complete width of the street, curb to curb, to be swept clean of debris. The Contractor must exercise due care to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering.

Sweeping practices include the following:

1. Sweeping speed shall be adjusted to street conditions with a maximum speed of eight (8) miles per hour; and patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of three (3) miles per hour.
2. Items impeding sweeping, such as palm fronds, rocks, and debris shall be removed from



## CITY OF SANTA ANA

- the sweeping path by the operator rather than going around them. Immovable items that impede sweeping such as construction debris and areas of impaired vertical or horizontal clearance caused by tree limbs shall be reported to the Project Manager or designee immediately for correction.
3. Contractor is not responsible for areas missed due to parked cars or other personal property.
  4. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the City to ensure the Contractor's conformance with the standard of care specified in in Section 3.2.7 of the Agreement.
  5. Due to different street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street.
  6. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts.
  7. Street grade striped medians shall be swept in their entirety.
  8. All deposits within intersections shall be removed as part of the sweeping operations.
  9. Each street shall be swept clean to the adjacent property line. If a swept area is deemed by the Project Manager or designee as failing to conform to the standard of care specified in in Section 3.2.7 of the Agreement, the substandard section shall be re-swept before the end of the day **at no charge to the City**.

The determination of acceptable performance in accordance with standard of care specified in in Section 3.2.7 of the Agreement is at the sole, reasonable discretion of the City. Contractor shall re-sweep at their own expense. The Project Manager or designee shall be notified of the completed re-sweep. Swept clean means clean street with debris trails left behind. Any sweeper used must **not** blow debris onto private property.

### VI. GLOBAL POSITIONING SYSTEM (GPS)

1. The Contractor shall provide automatic vehicle location device (vehicle location and management system [e.g., GPS]) on all street sweeper units, including subcontractors. This device shall be placed on all sweeping equipment assigned to the City at the Contractor's cost.
2. Contractor shall provide associated easy to use, cloud based software programs, which will report all street sweeping activity and is accessible from web browsers on a variety of desktop, laptop and mobile devices. The associated software shall be provided at no cost to the City including monthly monitoring charges. The Contractor shall provide software and licensing for a minimum of five (5) City users.
3. Software shall be capable of demonstrating real-time location, speed and path of travel of equipment equipped with GPS systems. Software shall be capable of recording and printing daily activity logs indicating actual miles traveled, streets swept, curb miles swept, brooms up or down, the direction and speed of travel, ground speed of equipment, the location of equipment at any given time and any other information that is suitable for documenting actual work performed by the Contractor under this agreement.
4. Contractor shall have a tachograph system to backup GPS in the event of a system failure and shall submit an initialed tachograph chart for any period of work with the monthly invoice for any day of work that the GPS system is non-operational.
5. Contractor shall provide adequate training on an annual basis for City staff in the operation and use of this system and allow City of Santa Ana Public Works Maintenance division



## CITY OF SANTA ANA

employees access to login from any web browser.

6. Should any GPS device fail, or need repair, the Contractor shall immediately report that the GPS is inoperative to the City. If the Contractor's software or monitoring website fails, the Contract Administrator shall immediately notify the City. Contractor shall repair any non-operational portion of the system within two (2) business days or liquidated damages will be deducted from payments due the Contractor for each twenty-four (24) hour period, or portions thereof, that the system is unavailable to the City.

### **VII. REQUIRED CONTRACTOR IDENTIFICATION SIGNAGE**

City of Santa Ana Public Works Agency authorized contractors will be required to have identification signage on all vehicles at all times while working in an official capacity for the City. Such signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition. All costs associated with the fabrication of such signage shall be borne by the Contractor. Such signage design shall be pre-approved by the City prior to production.

Signage type and material shall be plastic with magnetic backing, painted signage on vehicle or similar. Taped vehicle signage will **not** be allowed.

Such signage shall state Authorized Contractor, City of Santa Ana, Public Works Agency, name of Contractor and Contractor telephone number.

Signage Letter Minimum Size shall be three-inches for Authorized Contractor, City of Santa Ana and Public Works Agency. A minimum of one-inch height will be required for all other information.

### **VIII. FUELING OF SWEEPERS**

The Contractor shall be responsible for fueling each sweeper and shall be ready to sweep at all scheduled times. **The City highly encourages the Contractor to explore possibilities of purchasing fuel at the City Corporate Yard fueling station located at 220 S Daisy Ave, Santa Ana, CA 92703.**

### **IX. SPECIAL SWEEPING**

This contract shall require up to **400 annual curb miles of special sweeping at no additional cost** for special events, parades, inclement weather sweeps, roadway hazards, spills (similar, but not limited to oil, paper, debris, etc.). These sweeps are not re-sweeps of an area not swept properly, but rather an additional sweep that is not part of the regular schedule. If appropriate, prior approval from City Projects Manager or designee is required.

### **X. PERFORMANCE DURING INCLEMENT WEATHER**

1. The City shall determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the Contractor immediately once decision is made.
2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust their work force in order to accomplish those activities impacted by weather.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

### **XI. SUPERVISION OF CONTRACT AND MEETINGS WITH CITY**

The Contractor shall furnish a Supervisor, not assigned to operate a sweeper. The function of



## CITY OF SANTA ANA

the Supervisor will be to monitor the day-to-day operation to ensure thorough and timely completion of all routes. The Supervisor will redirect sweepers to return to areas that do not meet presentation standards. The Supervisor will procure additional sweepers or extend hours if necessary to stay on schedule and produce work in accordance with the standard of care specified in in Section 3.2.7 of the Agreement.

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City's Project Manager or authorized representative, all work required under the Contract.

All work shall meet with the approval of the City of Santa Ana Public Works Maintenance Services Division, whose approval shall not be unreasonably withheld. There shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. A status report of activities performed and maintenance issues addressed by the Contractor will be submitted in writing to the City on a weekly basis.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in in accordance with the standard of care specified in in Section 3.2.7 of the Agreement.

### **XII. CONTRACTOR'S OFFICE**

Contractor is required to maintain an office within a one (1) hour response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. Contractor shall have a maximum response time of sixty (60) minutes to all emergencies.

### **XIII. CONTRACTOR PERSONNEL**

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License as applicable issued by the State of California. Any person employed by the Contractor who fails or refuses to carry out the directions of the City, appears to be incompetent, acts in a disorderly, improper or unsafe manner, or shows signs of intoxication or other impairment shall be immediately removed from the job site by the Contractor. Prior to returning a removed employee to work within the City, the Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with its employees working within the City will result in sweeping operations being suspended until further notice, and cause for contract termination. The City may enter a contract with another party for street sweeping services during such a suspension, and the Contractor will be liable for all costs.

### **XIV. LABOR STRIKE**

It shall be the responsibility of each **contractor to provide continuous contractual services**, without any interruption. In case of any labor strikes, the Contractor shall provide other means, as its own cost, to provide a comparable continuous contractual service as if there were no





## CITY OF SANTA ANA

strike. Failing to do so will cause the City, to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

### **XV. SUBCONTRACTOR/JOINT VENTURES**

The selected Contractor shall be the Prime Contractor performing the primary functions of the Agreement at all times which is street sweeping. If any portion of the Agreement is to be performed by a subcontractor for the Extra Work in **Section 3.3.4 of the Agreement**, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the approval of the City, which shall not be unreasonably withheld.

### **XVI. WORKING HOURS**

All sweeping activities shall be completed according to established sweeping time windows as posted on City streets. Typically, sweeping operations should be completed by 3:30 PM, Monday through Friday unless prior approval is given by the City Projects Manager or designee. Generally sweeping occurs no earlier than 4:00 AM, except in designated areas in which sweeping begins at 2:00 AM, such as the Downtown area. Approval and deviation of Contractor schedule will be at the sole discretion of the City.

### **XVII. INSPECTIONS**

The Executive Director or his designee shall regularly inspect the streets and other City property subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor.

### **XVIII. PROTECTION OF THE PUBLIC & DAMAGES TO EXISTING STRUCTURES**

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.
3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage the streets being swept, street trees, sidewalks or street curbs. In the event that damaged to City right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

### **XIX. SPECIFICATIONS**

This scope of services is intended to cover all labor, material and standards of workmanship to be employed for in this work plan or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.



## CITY OF SANTA ANA

### XX. WATER

The City requires the Contractor to use water (recycled or potable water) when sweeping to reduce dust at all times. Therefore, the Contractor shall make the necessary arrangements to obtain an attachable portable water meter and a designated recycled water connector (if required) with the City's Water Resources Division to fulfill this Agreement's terms. The water meter will collect usage data for the City, but the Contractor will not be responsible for paying for water usage.

Contractor acknowledges that all sweepers must be equipped with, and all drivers must be instructed in the proper use of, approved hydrant wrenches and anti-surge/eddy valves and hydrant meters. In the event Contractor encounters an inoperable or "dead" fire hydrant, Contractor shall report hydrant's condition and location to the City Public Works, Maintenance Services Division, within twenty-four (24) hours. Backflow Preventers shall be used properly with all water filling equipment **(NO EXCEPTIONS)**.

The use of recycled water is preferable to potable water. Recycled water fill station locations will provide by the City upon execution of the agreement. The Contractor will also have access to City fire hydrants to fill sweepers.

### XXI. DEBRIS DISPOSAL

Disposal of debris at the City Corporation Yard and at City designated debris exchange zones will be permitted at no cost. Proposal pricing/fee shall not include any disposal fees. Debris disposal shall not be permitted onto the street.

The Contractor will be responsible for collection of incidental debris around trash container/bin resulting from disposal exchange within two-hours after exchange. Coordination will be made by the City Projects Manager or designee. The Contractor shall make every effort to recycle materials.

### XXII. SPILLS

1. The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.
2. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. Failure to affect a proper cleanup will result in the City responding with Fire and Public Works Hazmat crews, and costs will be deducted from the following invoice to be paid. The quality of spill clean-ups shall be to the satisfaction of the City Projects Manager or designee.

### XXIII. RECORDS

The Contractor shall keep accurate records concerning all of his/her employees or agents and provide the City with names and telephone numbers of emergency contact employees. The Contractor shall complete a monthly maintenance report indicating work performed, including GPS maps of routes swept and submit this completed report to the City Projects Manager or designee. This report should also contain a description of work performed, including man-hours, equipment, and any additional work, which the Contractor deems to be beyond the scope of the Agreement. Payment for this work will not be authorized unless the additional work and the costs thereof are first approved by the City. A phone log will be submitted monthly of all calls from the City of Santa Ana Public Works Agency Maintenance Services Division and the City of Santa Ana Police Department to the Contractor, identifying whether or not those calls require a request for service, and a description of the action taken from the City call.



## CITY OF SANTA ANA

The Contractor shall provide monthly phone customer service logs from the public, indicating name, date, time and phone number of caller, reason for request, response/action by Contractor and time required to address request. Such logs shall be accurate and truthful.

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

### **XXIV. AFTER-HOUR EMERGENCY SERVICES**

The Contractor will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present in the City. These Contractor representatives shall respond to said emergency within one (1) hour from receiving notification. The City anticipates the need for this service of up to five-occurrences per year.

### **XXV. MATERIALS AND EQUIPMENT**

- A. The Contractor shall make all reasonable effort to purchase equipment and materials in the City and to utilize Santa Ana vendors. Such efforts shall be provided to the City. The City shall have the ability to provide a list of possible Santa Ana vendors to the Contractor.
- B. Contractor shall furnish all labor, equipment tools, and materials and supplies including Personal Protective Equipment (PPE), such as face mask respirator (N- 95) gloves, coverall suits, trash bags and the skills and training required to perform all services listed above and per Cal-OSHA requirements.

### **XXVI. CUSTOMER SERVICE**

Contractor shall provide service, which is **accessible, courteous, responsive, timely, equitable and given in the spirit of professionalism and mutual respect**. A Contractor equipment operator is an extension of the City of Santa Ana Public Works, and as such is expected to:

1. Interact with customers and City officials, whether in person or on the phone, in a pleasant, respectful and professional manner.
2. Give full attention to each customer's needs by asking questions. Provide information, products and service in an accurate, organized and complete manner. Determine that the customer's request has been fulfilled.
3. Comply with all federal, state, county, and city laws and regulations.
4. Use adequate equipment that is kept clean and neat at all times.
5. Train other Contractor employees to be polite and courteous during public contact.
6. Employ truth and accuracy in reporting customer service records.

### **XXVII. DEFINITIONS**

1. Clean Street Condition - Clean streets with no debris trails left behind
2. Contractor - Refers to the individual, partnership, or corporation that is awarded a contract by the City upon conclusion of this RFP process.
3. City Holidays Observed - New Year's Day, Martin Luther King, Presidents' Day Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.
4. Curb Mile - measurement of curbing of streets and medians and equal to 5,280 linear feet.
5. Curb-to-Curb - area within the curb limits of the street including medians, intersections and



## CITY OF SANTA ANA

street ends.

6. Debris - litter, rubbish, leaves, sand, debris trail, dirt, garbage, and other foreign material.
7. Inclement Weather - weather conditions that prohibit the effective operation of sweeping operations.
8. Linear Mile - measurement of actual miles driven in order to satisfactorily clean streets to the City standard, which may require multiple passes depending on condition and width of street.
9. Re-sweep - sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation. Such re-sweeps will be at no additional cost with up to two re-sweeps performed to City satisfaction.
10. Special Sweeping (Sweeps) - sweeping involving special events, parades, inclement weather, roadway hazards, spills (similar, but not limited to oil, paper, debris, etc.) and City surface parking lots.
11. Street - all paved dedicated public rights-of-way within the existing or future City limits.
12. Sweeper - Sweeping machine.
13. Travel Speed - sweeper operator must maintain a speed of no more than eight (8) miles per hour, or other agreed upon speed by the City, while the sweeping broom is lowered in the operating position.

### **XXVIII. COMPENSATION**

1. Invoices
  - a. The Contractor shall submit a monthly invoice by the 15th of the month to the City for the services rendered in the prior month.
  - b. All invoices for work performed under this contract shall be submitted electronically in a Microsoft Excel 2016 format or newer, or other format approved by the City Projects Manager or designee.

The invoice shall include the following information at a minimum:

- i. Contractor's invoice number
- ii. Beginning and ending dates for services
- iii. City work order number (if applicable)
- iv. Work site address/location (if applicable)
- v. Unit cost, subtotals and total for invoice
- vi. Curb miles swept authenticated by GPS reports and maps.
- vii. GPS Route Maps (if requested by City)

2. Payment

Payment by City shall be made in accordance with Section 3.3.2 of the Agreement.

3. Extra Work

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



## **CITY OF SANTA ANA**

### **XXIX. EMPLOYMENT OPPORTUNITIES FOR SANTA ANA RESIDENTS**

Contractor shall solicit and advertise employment opportunities to Santa Ana residents. The City shall inform the Contractor of areas to publicize recruitment opportunities, such as work centers and community centers. Such effort and procedure will be provided to the City for review.

### **XXX. CONTRACTOR COMMUNITY EVENT PARTICIPATION AND PUBLIC AWARENESS**

Contractor shall participate in extensive public awareness efforts and community events and programs, such as neighborhood clean-up events and anti-litter campaigns. Such participation shall be upon City request provided with reasonable notice of event timing.

### **XXXI. FINES**

The Contractor shall be liable for all violation fines levied against the City by, but not limited to, AQMD, State or Federal Agencies to the extent caused by Contractor's performance of street sweeping services.

## **EXHIBIT B**

July 31, 2023

Arturo Rodriguez  
Assistant Public Works  
Maintenance Manager  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

**Subject:** Sweeping of City Park's Parking Lots Quote

Dear Mr. Rodriguez:

We are in receipt of your request for pricing/quote for the city park's parking lots. After review of the aerial maps we have based our pricing on a per parking lot basis rather than curb mile, this approach takes into account the specific requirements and complexities of each of the parking lots listed. Please see pricing below.

	Park Sites	Rate Per Hour*	Unit (1xMonth)	Extended Price (Annual Total)
1	Adams	\$ 250.00	12	\$ 3,000.00
2	Bomo Koral	\$ 250.00	12	\$ 3,000.00
3	Cabrillo	\$ 250.00	12	\$ 3,000.00
4	Centennial	\$ 350.00	12	\$ 4,200.00
5	Cesar Chavez Campesino	\$ 250.00	12	\$ 3,000.00
6	Delhi	\$ 350.00	12	\$ 4,200.00
7	El Salvador	\$ 250.00	12	\$ 3,000.00
8	Edna	\$ 250.00	12	\$ 3,000.00
9	Heritage	\$ 250.00	12	\$ 3,000.00
10	Jerome	\$ 250.00	12	\$ 3,000.00
11	Madison	\$ 350.00	12	\$ 4,200.00
12	Memorial	\$ 350.00	12	\$ 4,200.00
13	Morrison	\$ 250.00	12	\$ 3,000.00
14	Portola	\$ 250.00	12	\$ 3,000.00
15	Riverview	\$ 250.00	12	\$ 3,000.00
16	Rosita	\$ 350.00	12	\$ 4,200.00
17	Santa Anita	\$ 250.00	12	\$ 3,000.00
18	Carl Thornton	\$ 250.00	12	\$ 3,000.00
19	Windsor	\$ 250.00	12	\$ 3,000.00
	Total			\$63,000.00

\* Per hour rate will be charged at the full hour.

We are offering you an hourly rate, as well as, an extended rate. We anticipate that some of these parking lots will involve manual labor, such as blowing of corners and raised medians which may require more time.

If you have any further questions, please feel free to reach out to us. We are excited for this opportunity to continue being a proud partner to the City of Santa Ana and look forward to next steps.

Sincerely,



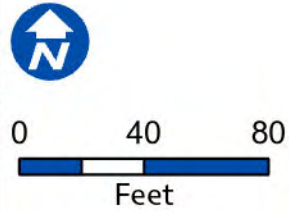
Matthew Niklas  
Executive Vice President





- Playground Asset (2)
- Facility Structure**
  - ▭ Concession Stand (1)
  - ▭ Public Utility Structure (3)
  - ▭ Restroom (1)
- Athletic Field**
  - ▭ Baseball Field (1)
- Athletic Court**
  - ▭ Basketball Court (3)
  - ▭ GIS Park Boundary (1)

0.12 curb miles



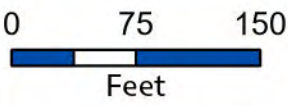
Adams Park





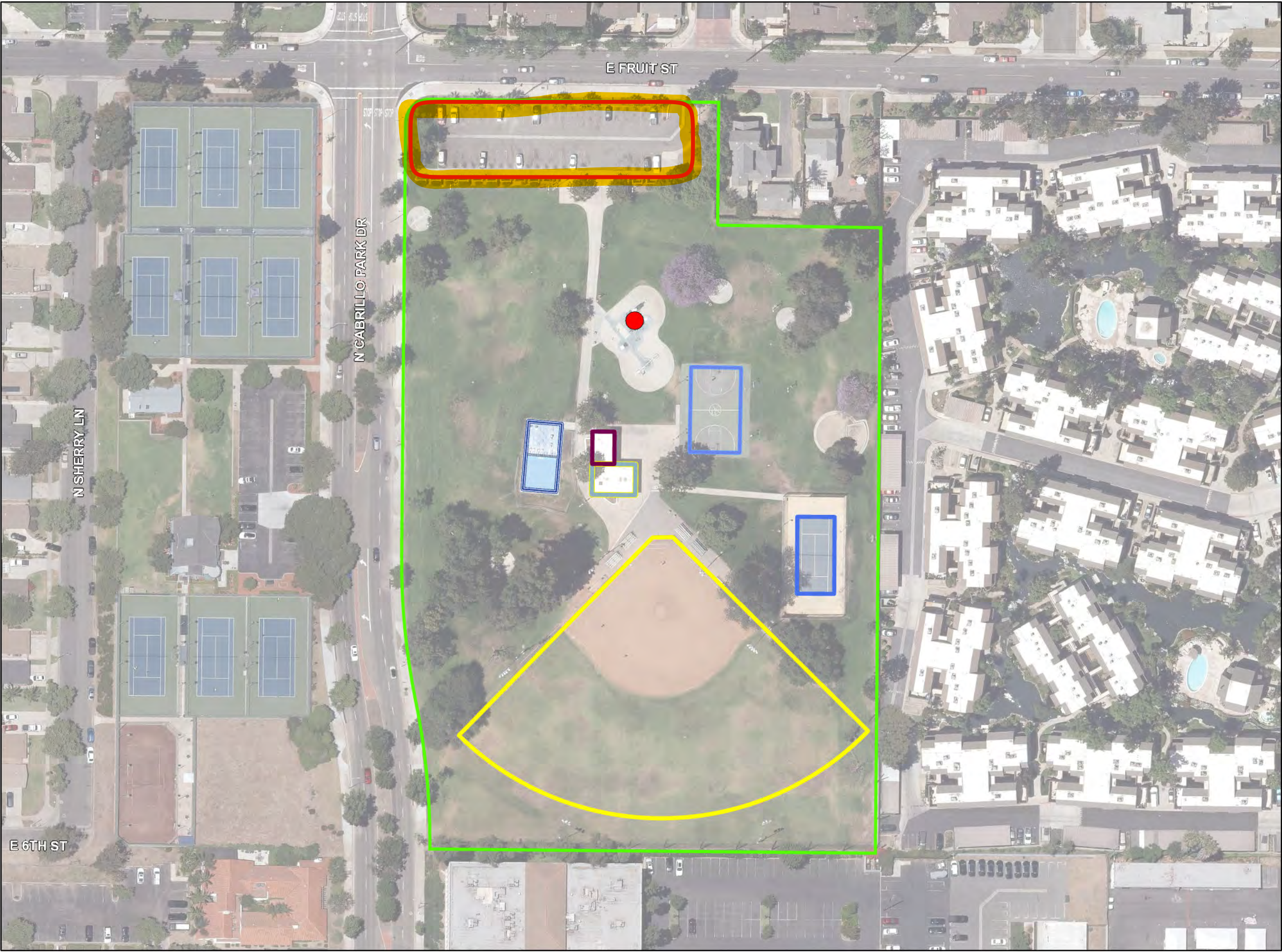
- Playground Asset (2)
- Athletic Field**
- ▭ Multipurpose Field (1)
- ▭ GIS Park Boundary (1)

.3 curb miles



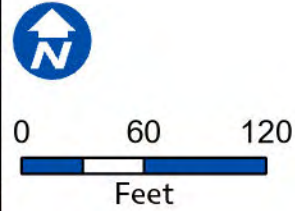
**Bomo Koral Park**





- Playground Asset (1)
- Facility Structure**
  - Concession Stand (1)
  - Restroom (1)
- Athletic Field**
  - Baseball Field (1)
- Athletic Court**
  - Basketball Court (1)
  - Fitness Court (1)
  - Tennis Court (1)
  - GIS Park Boundary (1)

.13 curb miles



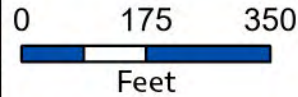
Cabrillo Park





- Playground Asset (3)
- Facility Structure**
  - ▭ Park Operations Struc. (2)
  - ▭ Restroom (5)
- Athletic Field**
  - ▭ Football Field (1)
  - ▭ Multipurpose Field (1)
  - ▭ Soccer Field (3)
- Athletic Court**
  - ▭ Skate Park (1)
  - ▭ Waterbody (2)
- ▭ GIS Park Boundary (1)

3.08 curb miles



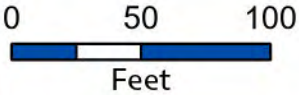
**Centennial Regional  
Park**





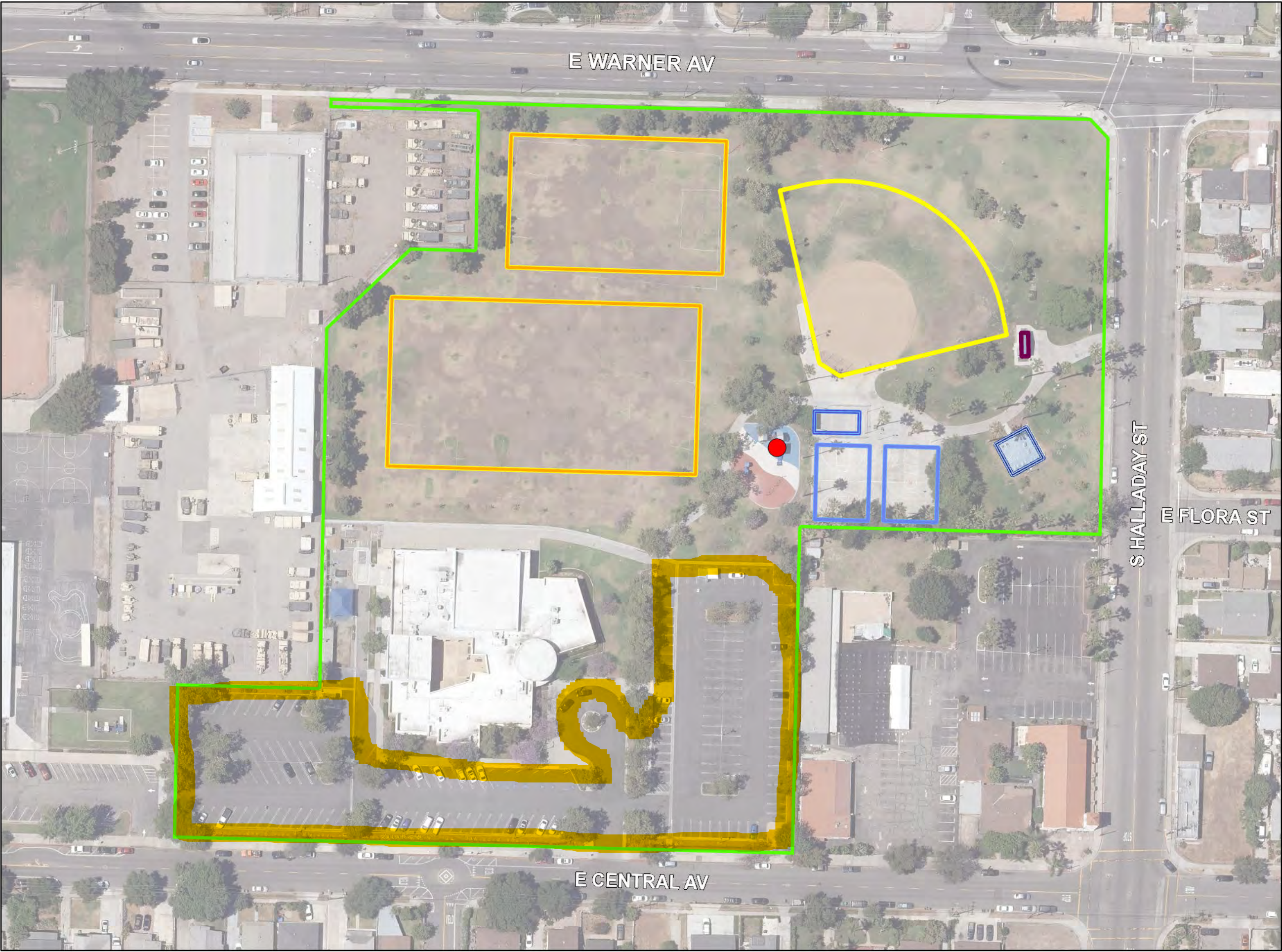
- Playground Asset (2)
- Facility Structure**
  - ▭ Restroom (1)
- Athletic Field**
  - ▭ Multipurpose Field (1)
- Athletic Court**
  - ▭ Basketball Court (1)
  - ▭ Hand Ball Court (1)
- ▭ GIS Park Boundary (1)

.09 curb miles



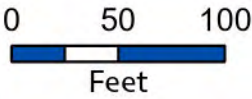
**Cesar Chavez  
Campesino Park**





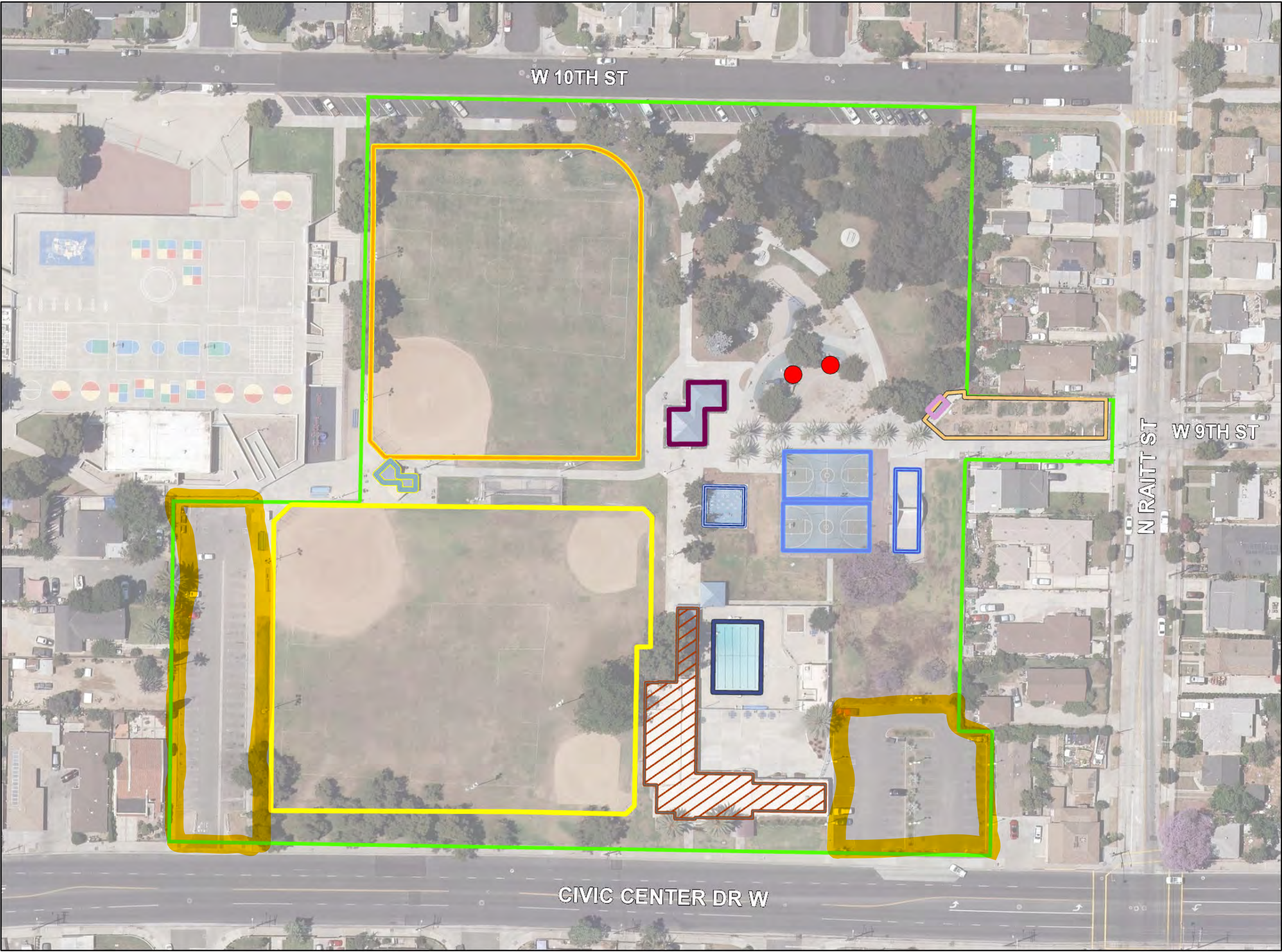
- Playground Asset (1)
- Facility Structure**
  - ▭ Restroom (1)
- Athletic Field**
  - ▭ Baseball Field (1)
  - ▭ Multipurpose Field (2)
- Athletic Court**
  - ▭ Basketball Court (2)
  - ▭ Fitness Court (1)
  - ▭ Hand Ball Court (1)
  - ▭ GIS Park Boundary (1)

.5 curb miles



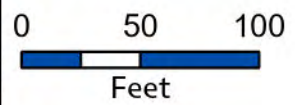
Delhi Park





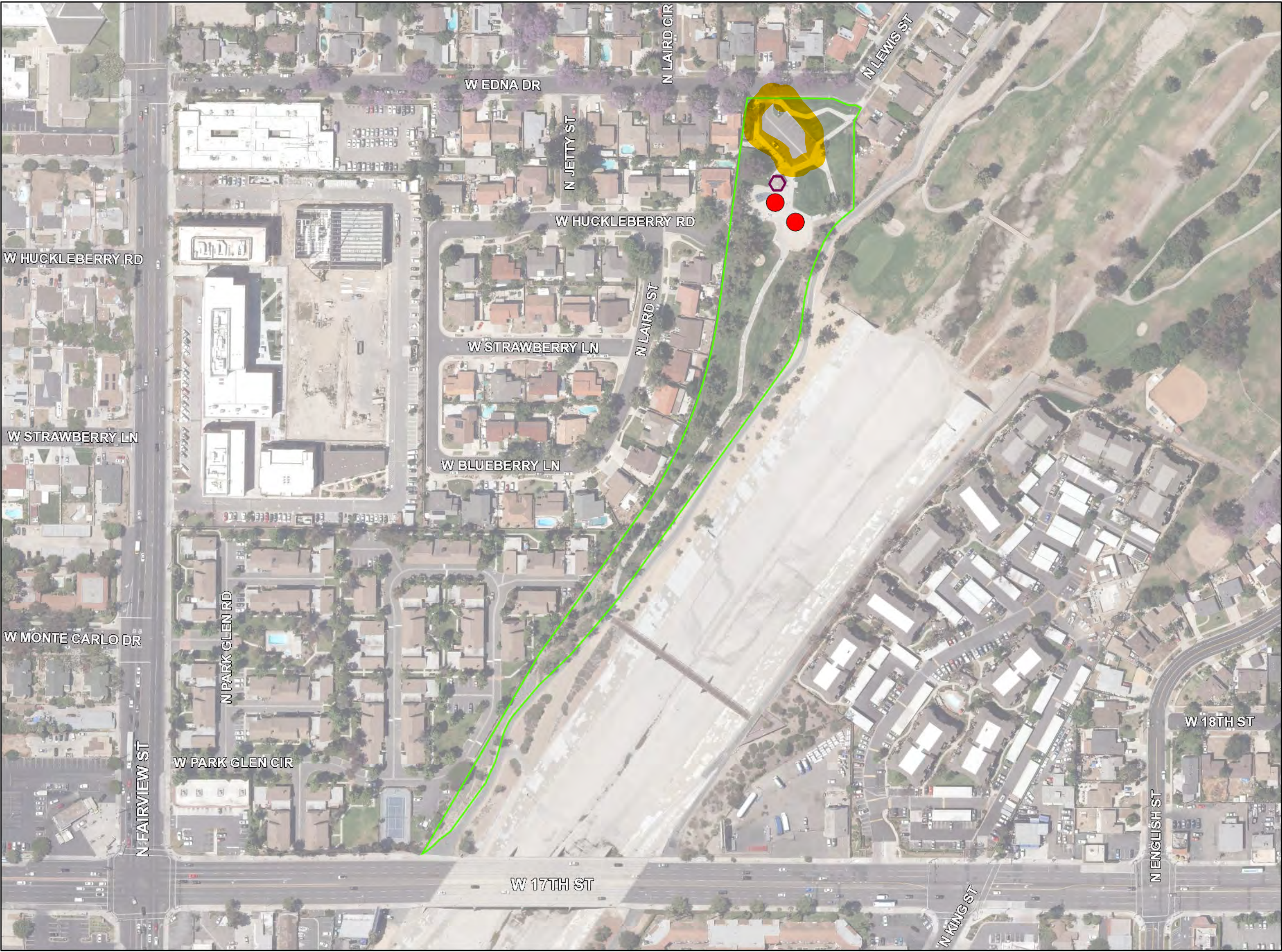
- Playground Asset (2)
- Facility Structure**
  - ▨ Community Center (1)
  - ▭ Concession Stand (1)
  - ▭ Public Garden Building (1)
  - ▭ Restroom (1)
- Athletic Field**
  - ▭ Baseball Field (1)
  - ▭ Multipurpose Field (1)
  - ▭ Garden (1)
- Athletic Court**
  - ▭ Basketball Court (2)
  - ▭ Fitness Court (1)
  - ▭ Hand Ball Court (1)
  - ▭ Pool (1)

.24 curb miles



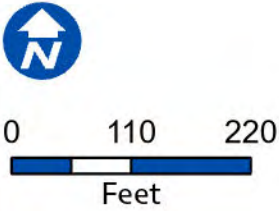
**El Salvador Park**





- Playground Asset (2)
- Facility Structure**
- ▭ Restroom (1)
- ▭ GIS Park Boundary (1)

.06 curb miles



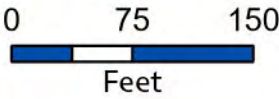
Edna Park





- Playground Asset (1)
- Facility Structure**
  - ▭ Public Utility Structure (1)
  - ▭ Restroom (1)
- Athletic Field**
  - ▭ Baseball Field (1)
  - ▭ GIS Park Boundary (1)

.14 curb miles



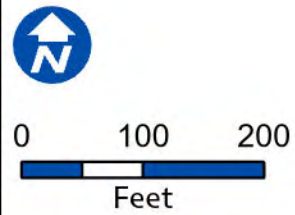
Heritage Park





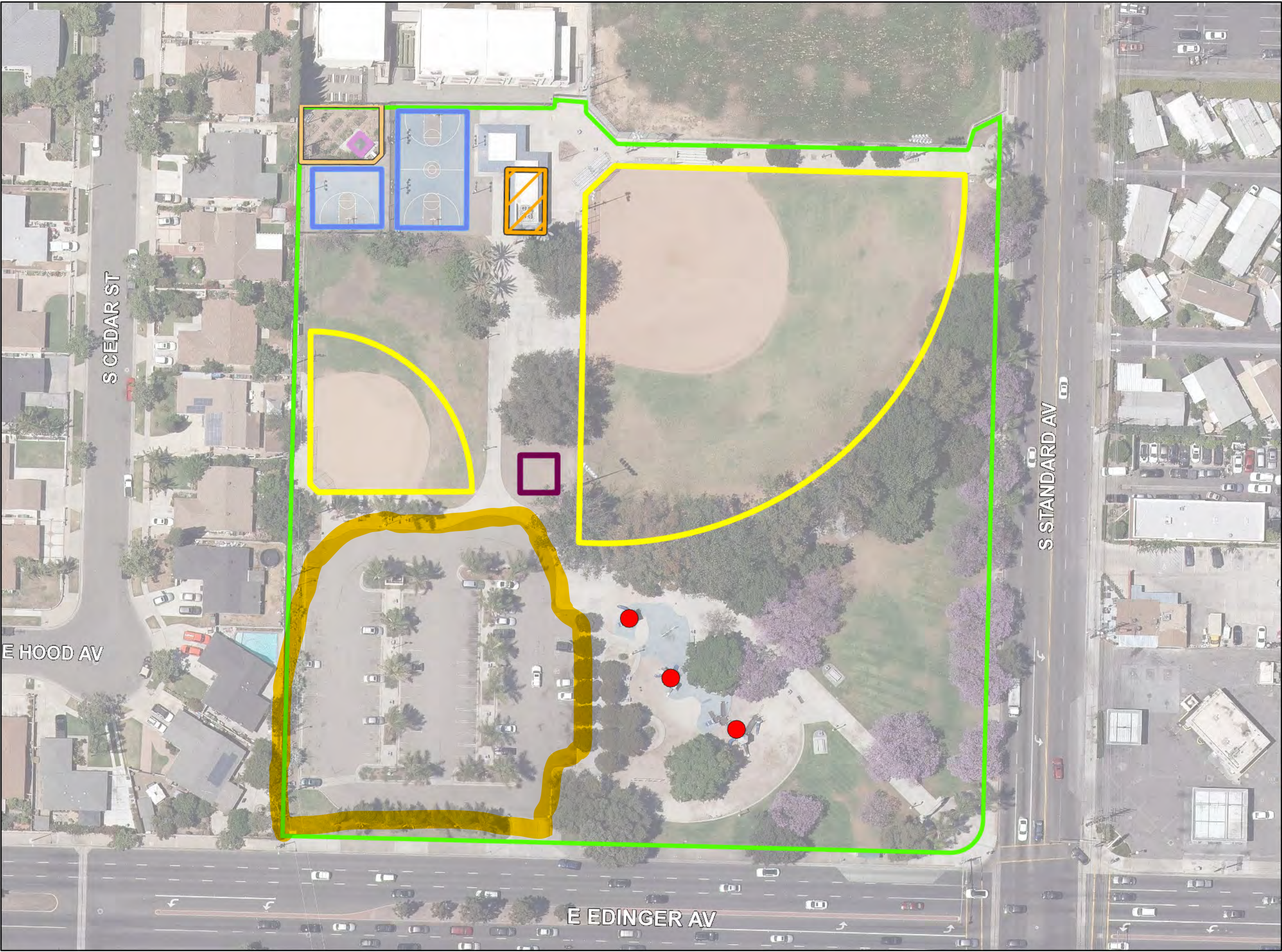
- Playground Asset (2)
- Facility Structure**
  - ▨ Community Center (1)
  - ▨ Public Utility Structure (3)
  - ▨ Restroom (1)
- Athletic Field**
  - ▨ Baseball Field (4)
  - ▨ Garden (1)
- Athletic Court**
  - ▨ Fitness Court (1)
  - ▨ Hand Ball Court (1)
  - ▨ Pool (1)
- ▨ GIS Park Boundary (1)

.7 curb miles



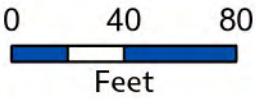
Jerome Park





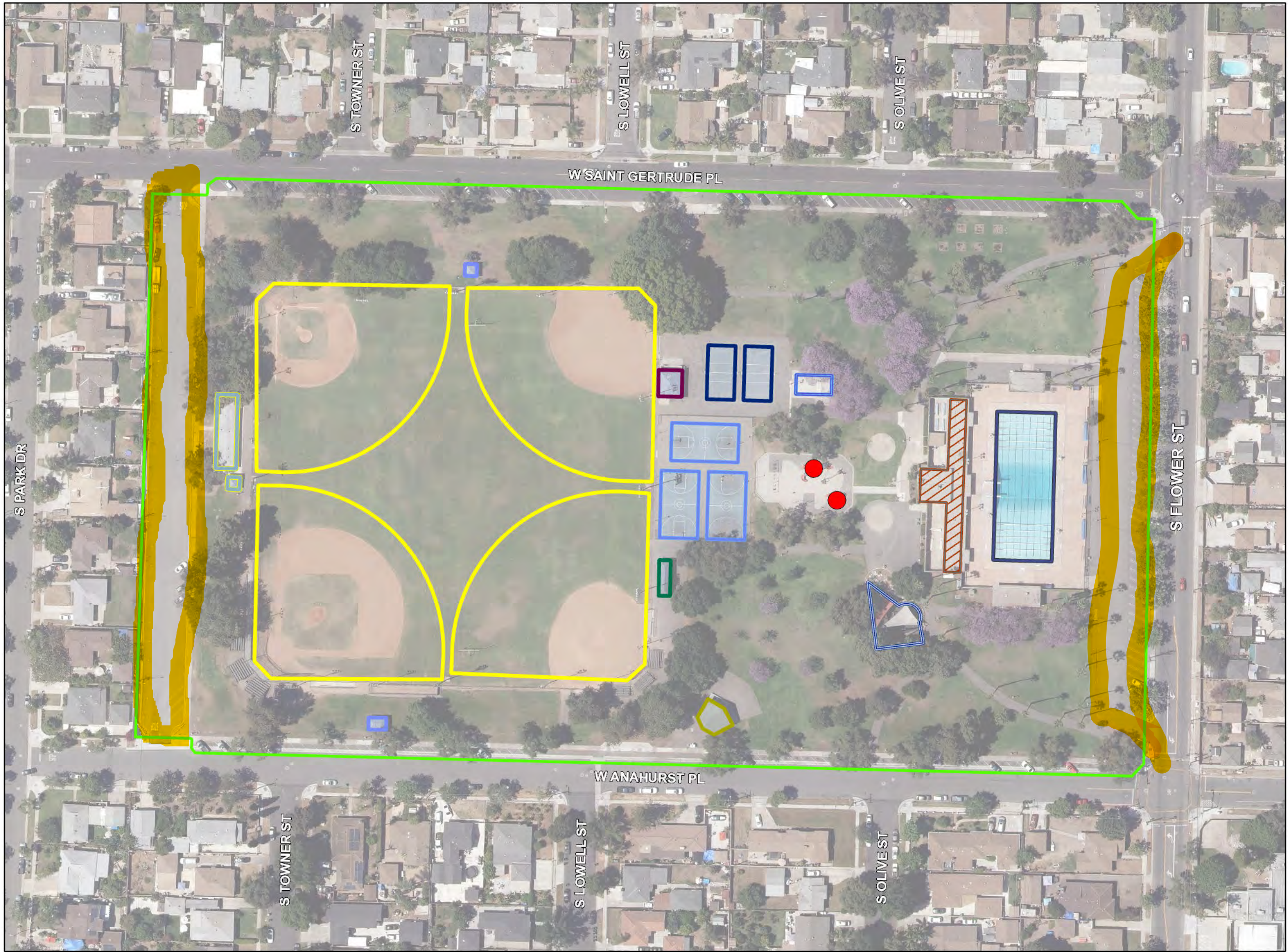
- Playground Asset (3)
- Facility Structure**
  - Public Garden Building (1)
  - ▨ Public Utility Structure (1)
  - Restroom (1)
- Athletic Field**
  - ▭ Baseball Field (2)
  - ▭ Garden (1)
- Athletic Court**
  - ▭ Basketball Court (2)
  - ▭ GIS Park Boundary (1)

.3 curb miles



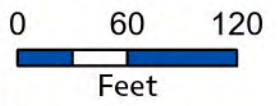
Madison Park





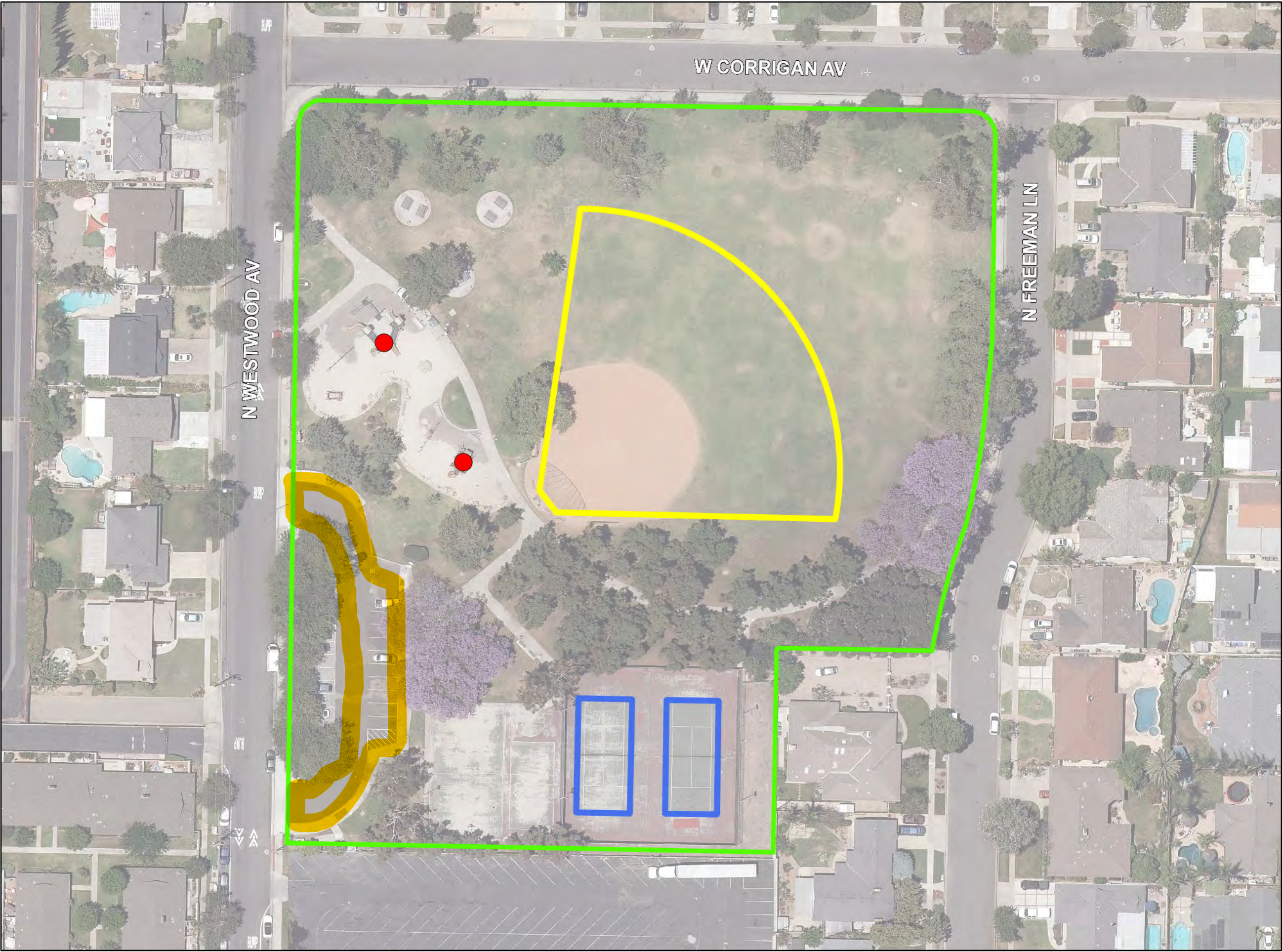
- Playground Asset (2)
- Facility Structure**
  - Community Building (1)
  - Community Center (1)
  - Concession Stand (1)
  - Park Operations Struc. (2)
  - Restroom (1)
  - Storage Structure (1)
- Athletic Field**
  - Baseball Field (4)
- Athletic Court**
  - Basketball Court (3)
  - Fitness Court (1)
  - Hand Ball Court (1)
  - Volleyball Court (2)

.43 curb miles



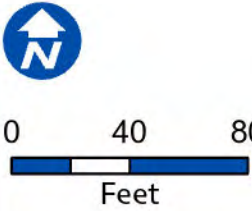
**Memorial Park**





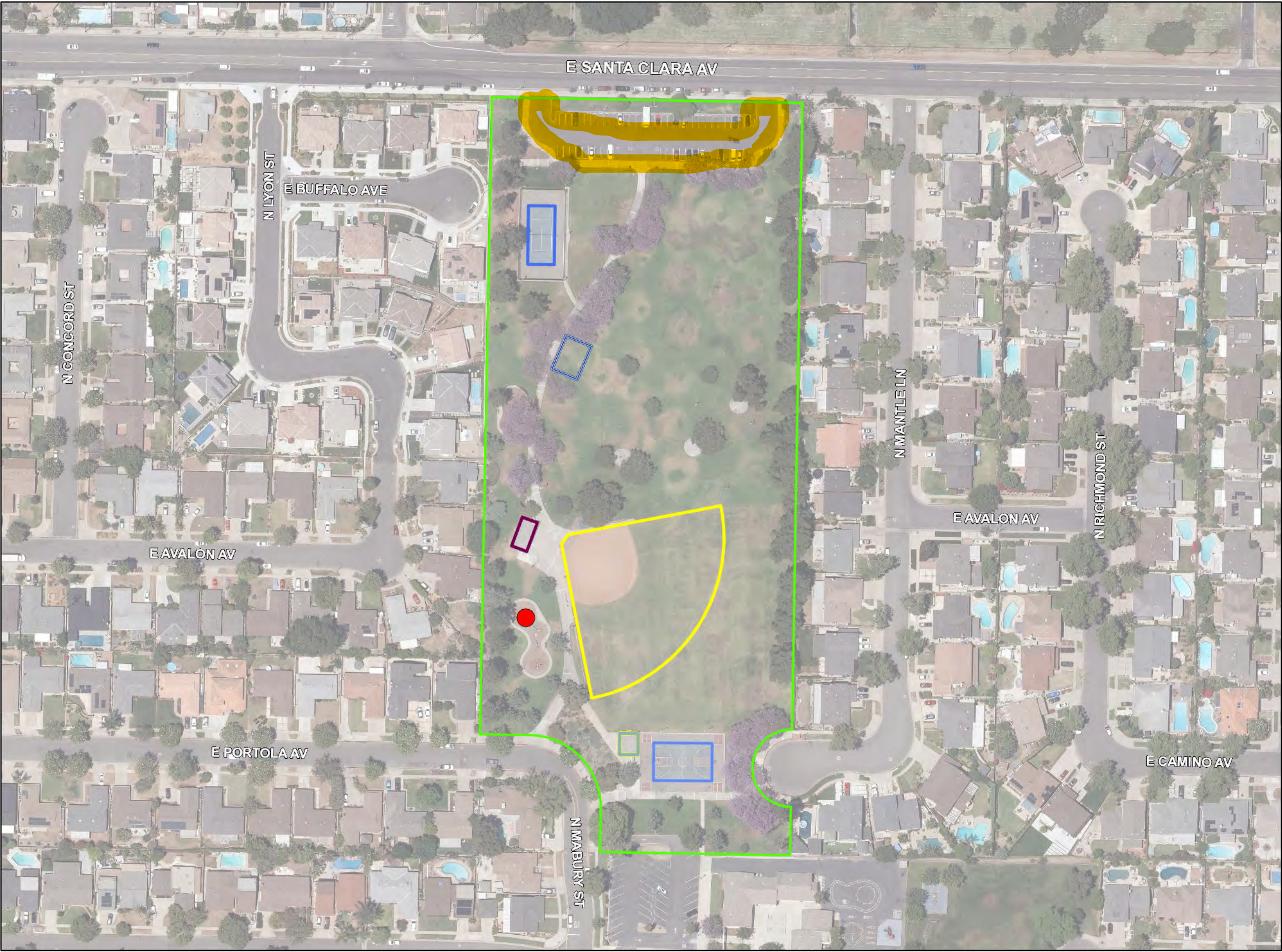
- Playground Asset (2)
- Athletic Field**
  - ▭ Baseball Field (1)
- Athletic Court**
  - ▭ Tennis Court (2)
  - ▭ GIS Park Boundary (1)

.1 curb miles



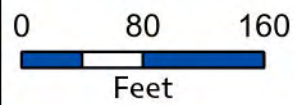
Morrison Park





- Playground Asset (1)
- Facility Structure**
  - ▭ Concession Stand (1)
  - ▭ Restroom (1)
- Athletic Field**
  - ▭ Baseball Field (1)
- Athletic Court**
  - ▭ Basketball Court (1)
  - ▭ Fitness Court (1)
  - ▭ Tennis Court (1)
- ▭ GIS Park Boundary (1)

.16 curb miles



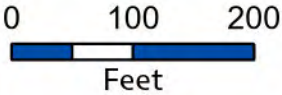
**Portola Park**





- Playground Asset (1)
- Facility Structure**
  - Concession Stand (1)
  - Public Utility Structure (1)
  - Restroom (1)
- Athletic Field**
  - Baseball Field (3)
- Athletic Court**
  - Basketball Court (1)
- GIS Park Boundary (1)

.23 curb miles



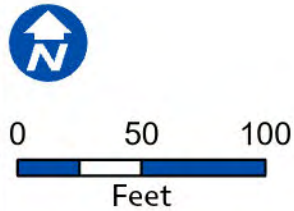
Riverview Park





- Playground Asset (1)
- Facility Structure**
  - ▨ Community Center (1)
  - ▭ Concession Stand (1)
  - ▭ Restroom (2)
- Athletic Field**
  - ▭ Baseball Field (1)
  - ▭ Soccer Field (1)
- Athletic Court**
  - ▭ Fitness Court (1)
  - ▭ Hand Ball Court (1)
  - ▭ Pool (1)
  - ▭ GIS Park Boundary (1)

.32 curb miles



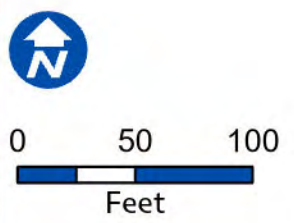
Rosita Park





- Playground Asset (2)
- Facility Structure**
  - ▨ Community Center (1)
  - ▭ Storage Structure (1)
- Athletic Field**
  - ▭ Multipurpose Field (1)
- Athletic Court**
  - ▭ Basketball Court (1)
  - ▭ Hand Ball Court (1)
  - ▭ Pool (1)
  - ▭ GIS Park Boundary (1)

.11 curb miles



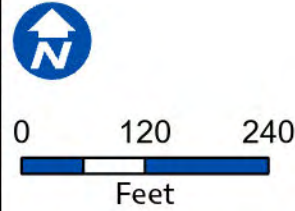
**Santa Anita Park**





- Playground Asset (6)
- Facility Structure**
  - Public Utility Structure (2)
  - Restroom (2)
- Athletic Field**
  - Baseball Field (3)
- Athletic Court**
  - Basketball Court (1)
  - Waterbody (1)
- GIS Park Boundary (1)

.63 curb miles total



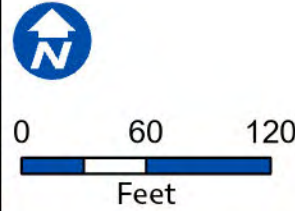
Carl Thornton Park





- Playground Asset (1)
- Facility Structure**
  - ▭ Restroom (1)
  - ▭ Storage Structure (1)
- Athletic Field**
  - ▭ Multipurpose Field (1)
- Athletic Court**
  - ▭ Tennis Court (2)
- ▭ GIS Park Boundary (1)

.2 curb miles



Windsor Park



## **EXHIBIT C**

## EXHIBIT C

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below for the duration of this Agreement:

a. Minimum Scope and Limit of Insurance

- (1) **Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers’ Compensation.** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (4) **Broader Coverage.** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

- (1) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
- (2) **Primary Coverage.** For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers.

Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (3) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (4) **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (6) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- (7) **Verification of Coverage.** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (8) **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- (9) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **EXHIBIT D**

July 21<sup>st</sup>, 2023

Pedro Guillen, Deputy Public Works Director  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

**Subject:** Athens Proposal Update, RFP #23-007, Street Sweeping Services

Dear Mr. Guillen:

As you are aware, Athens Services and your staff have been engaged in ongoing negotiations across the past few months related to RFP #23-007, Street Sweeping Services.

I am happy to present the final aligned proposal that is poised to continue having Athens Services as key service provide in the City for years to come.

**Notable Deal Points:**

- **Curb-Mile Rate** ----- \$53.05
- **Wages** ----- Payment of Prevailing Wages (*Teamsters or Future TBD Classification*)
- **Parking:** ----- SNA Corporate Yard, Existing Office, 8 Stalls
- **CPI:** ----- Actual CPI, No Cap, 100% CPI, No PPI
- **Term:** ----- 10 Year, 5 Year Option, 15 Year Potential
- **PI Freeze:** ----- PI Freeze Reduced from 24 Months to 12 Months, First CPI Increase Would be 7/1/2025
- **Water & Disposal:** ----- Free Water & Disposal at City Yard
- **Contract Start:** ----- July 1<sup>st</sup>, 2024

Due to the Cities direction to pay prevailing wage and because there is no specific classification for municipal street sweeping (cleaning of gutters & arterials) and since the City did not provide specific guidance, we have elected to use the Teamsters classification. If the City feels another determination is better suited, we are open to that discussion.

Athens reserves the right in the future to adjust the selected classification. If there is a change in determination or classification directed by the DIR, Athens would deem that a change in law and require a potential adjustment to the accompanying curb-mile rate.

We are excited for this opportunity to continue being a proud partner to the City of Santa Ana and look forward to next steps.

Sincerely,



Steven D. Librenjak  
Division Vice President