

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JUNE 19, 2018

TITLE:

APPROVE AN AGREEMENT WITH SUPERIOR PROPERTY SERVICES, INC. FOR HARDSCAPE PAVEMENT CLEANING AND INFECTIOUS WASTE REMOVAL SERVICES IN THE SANTA ANA CIVIC CENTER {STRATEGIC PLAN NO. 6, 1B}

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1st Reading
- Ordinance on 2nd Reading
- Implementing Resolution
- Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute an agreement with Superior Property Services, Inc. to provide hardscape pavement cleaning and infectious waste removal services for an annual amount not to exceed \$274,656, which includes a 20% contingency, for a term from July 1, 2018 through June 30, 2020, with two, one-year renewal options, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The Parks, Recreation and Community Services Agency (PRCSA) maintains the Santa Ana Civic Center as part of the Civic Center Joint Powers Authority with the County of Orange. On February 28, 2018, PRCSA issued a Request for Proposal (RFP) for the hardscape pavement cleaning and infectious waste removal services. The RFP was posted on PlanetBids, where 96 vendors were notified, eight vendors downloaded the RFP and one vendor submitted a proposal.

The proposal that was submitted is from the existing vendor that currently provides service in the Civic Center. An evaluation committee consisting of representatives from PRCSA reviewed the proposal and gave it a score of 257 out of a possible 300. Due to the experience of the vendor in working in the area as well as professional working relationship with the City, the evaluation committee made a recommendation to continue with Superior Property Services, Inc. for a new two-year agreement with an option to extend the agreement for two additional one-year terms.

STRATEGIC PLAN ALIGNMENT

Approval of this item allows the City to meet Goal #6 - Community Facilities & Infrastructure, Objective #1 (Establish and maintain a Community Investment Plan for all City assets), Strategy B (Equitably maintain existing streets and associated assets in a state of good repair so they are clean, safe and aesthetically pleasing for all users).

FISCAL IMPACT

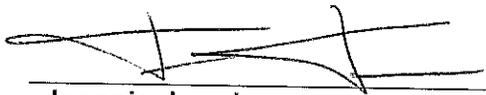
Funds will be budgeted in the following account for the specified years of the initial term:

<u>Accounting Unit</u>	<u>FY 18/19</u>	<u>FY 19/20</u>
PRCSA-Civic Center Maintenance (no. 07413250-62320)	\$274,656	\$274,656

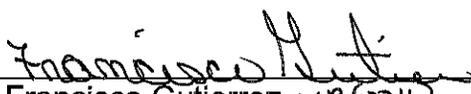
Funds will be budgeted in the following account for the specified years of the two, one-year renewal terms:

<u>Accounting Unit</u>	<u>FY 20/21</u>	<u>FY21/22</u>
PRCSA-Civic Center Maintenance (no. 07413250-62320)	\$274,656	\$274,656

APPROVED AS TO FUNDS AND ACCOUNT:



Jeannie Jurado
Acting Executive Director
Parks, Recreation and Community Services
Agency



Francisco Gutierrez *UR(074)*
Executive Director
Finance and Management Services Agency

Exhibit: 1. Agreement

**AGREEMENT WITH SUPERIOR PROPERTY SERVICES TO PROVIDE
HARDSCAPE PAVEMENT CLEANING AND INFECTIOUS WASTE
REMOVAL SERVICES IN THE SANTA ANA CIVIC CENTER**

THIS AGREEMENT is made and entered into this 19th day of June, 2018 by and between Superior Property Services, Inc., a California corporation (“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”).

RECITALS

- A. On February 28, 2018, the City issued a Request for Proposal (“RFP”) No. 18-021 seeking a contractor to provide hardscape pavement cleaning and infectious waste removal services in the Santa Ana Civic Center which is bordered to the North by Civic Center Drive, to the South by Santa Ana Blvd, to the East by Sycamore Street, and to the West by Shelton Street.
- B. On March 30, 2018, Contractor submitted a proposal which was selected by the City. Contractor’s proposal is incorporated by reference to this Agreement as though full set forth herein. Contractor represents that it is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth **Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in revised annual cost sheet attached hereto as **Exhibit B**. The total amount to be expended during the term of this Agreement, including any optional extension periods, shall not exceed **\$274,656**. The sum of this amount is comprised of the base cost of \$228,880 plus a 20% contingency of \$45,776 for services to be performed by the Contractor at the sole discretion of the City.

- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on July 1, 2018 and continue for a two (2) year term with the option for the City to grant up to two (2) one (1)-year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. 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. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, 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.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

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:

- a. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence.** Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.**
- e. **The following requirements apply to the insurance to be provided by Contractor pursuant to this section:**
 - i. Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty

- (30) days prior written notice to the City.
 - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
 - v. Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

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

13. DISCRIMINATION

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

14. EXCLUSIVITY AND AMENDMENT

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

15. ASSIGNMENT

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

16. TERMINATION

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

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

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

19. PROFESSIONAL LICENSES

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

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Parks, Recreation and
Community Services Agency
City of Santa Ana
20 Civic Center Plaza (M-23)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-571-4221

Sonia R. Carvalho
City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714- 647-6515

To Consultant:

Superior Property Services, Inc.
Attn: Ronald L. Bruneck, President
9129 Perkins St.
Pico Rivera, CA 90660
Fax: 562-801-9230

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 States mail, 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.

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

ATTEST:

CITY OF SANTA ANA

Maria D. Huizar
Clerk of the Council

Raul Godinez II
City Manager

[signatures continued on next page]

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: Laura A. Rossini
Laura A. Rossini
Senior Assistant City Attorney

By:
(title)
Tax ID# _____

RECOMMENDED FOR APPROVAL:

Jeannie Jurardo
Acting Executive Director
Parks, Recreation and Community Services Agency

EXHIBIT A
SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
HARDSCAPE PAVEMENT CLEANING AND INFECTIOUS WASTE REMOVAL SERVICES IN
THE SANTA ANA CIVIC CENTER.
RFP NO.: 18-021**

Description of Work

1. General:

The Civic Center Campus boundaries are North-Civic Center Drive, South-Santa Ana Blvd, East-Sycamore Street, West-Shelton Street.

The Contractor shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation and supervision, except as specified herein, to manage and perform pavement cleaning, infectious waste and potential infectious waste removal services as set forth herein.

The contractor will inspect and assess the areas. Depending on the circumstances of the each area the contractor use the appropriate method and follow the steps and procedures needed to properly and safely clean the area per OSHA, Federal, State, County and Locals laws and regulations.

- 1.1 All hardscape areas shall be cleaned (which shall include high pressure hot water washing), including but not limited to sidewalks, walkways, patios, boardwalks, quads, esplanades, concrete parking lots beneath the Plaza of the Flags and Fountains, terrazzo reflection pool north of the Orange County Courthouse, concrete drive entrance to the Main Library, Plaza of the Sun, Plaza of the Flags, Plaza of the Fountains, City Hall Buildings #20, #22, and #26, Orange County Buildings #10, #11, #12, #14, #30, #36 and #38, east and west mall areas, Orange County Historical Courthouse, and Sasscer Park.
- 1.2 Hardscape areas shall be cleaned of dirt, stains, gum, oil, tar, and residue to present a high quality appearance following each scheduled visit.
- 1.3 Accumulated water remaining after the cleaning shall be removed completely so no puddling exists and shall be collected and disposed of in accordance with all Federal, State, County and local laws and regulations.
- 1.4 Until dry, the areas, where practical, shall be barricaded, locked or otherwise isolated.
- 1.5 The Contractor shall clean all areas up to the entrance doors of each building. This includes, but is not limited to, steps, handicap ramps, side entrances, etc.
- 1.6 The Contractor shall also meet the criteria for cleaning as specified below.

2 Contaminated Water:

- 2.1 Only uncontaminated potable water may flow into surface drains. No cleaning agents or water contaminated from petroleum waste or any other hazardous waste or sewage related waste may be allowed to flow into the surface drains. Contractor shall comply with all NPDES requirements regarding the containment of discharge into the storm drain system.

3 Frequency of Service:

- 3.1 All paved areas covered by this contract shall be thoroughly cleaned at frequencies per the specifications. Please refer to Attachment 3-6: Fee Schedule for locations and frequencies.
- 3.2 The Contractor shall have minimum two (2) employees continuously inspect all areas within the Civic Center for infectious waste and sharps (hypodermic needles) between the hours of 6:30am and 3:00pm Monday through Friday. Any infectious waste (feces, urine, blood, vomit, or other bodily fluids) and/or sharps (hypodermic needles) discovered shall immediately be removed and disposed of per federal, state, county and local laws and regulations.
 - 3.2.1 All Contractor employees involved in the inspection, removal and disposal of infectious waste and sharps will have met all OSHA training requirements, such as but not limited: to annual Bloodborne Pathogens (BBP); annual Aerosol Transmissible Diseases (ATD); annual Respiratory Protection with the mandated annual fit-testing and medical clearance; general PPE training such as hand, head, eye body and foot protection; and proper waste disposal including the use of bio-waste bags, labeling requirements, transportation and disposal, and their training shall be up to date.
 - 3.2.2 All Contractor employees involved in the inspection, removal and disposal of infectious waste and sharps shall wear at all times Personal Protection Equipment (PPE's).
 - 3.2.3 All infectious waste and sharps shall be properly removed and legally disposed.

4 Operating Criteria

- 4.1 All trash, debris, tar, freestanding oil, grease, liquids, "green waste," food, cigarette butts, stains, liquids, graffiti, blood, bird defecation, feces, vomit, broken glass, and other materials, substances, and contaminants shall be removed from hardscapes (i.e. sidewalks, walkways, patios, boardwalks, quads, esplanades) prior to cleaning operations. If non-bio waste is contaminated with or potentially contaminated with bio-waste then the matter will be treated, contained, removed and disposed of as infectious waste.
- 4.2 The removal of materials, substances, and contaminants prior to cleaning operations may require the use of tools or utensils that will not spread germs. All cleaning agents or residuals thereof, used in this process must be completely removed prior to beginning cleaning operations and disposed of with infectious waste
- 4.3 During regular cleaning operations, the contractor shall use high pressure, low-volume washers, and steam cleaners as necessary to thoroughly clean surfaces. Contractor is not expected to steam clean all surfaces during regular cleaning operations, but shall use a steam cleaner to clean sections of hardscapes when pressure washers are not sufficient to thoroughly wash surfaces. The contractor will inspect and assess the areas. Depending on the circumstances of the each area the contractor use the appropriate method and follow the steps and procedures needed to properly and safely clean the area per OSHA, Federal, State, County and Locals laws and regulations.

- 4.4 Hardscapes shall receive a thorough cleaning according to approved Contractor's schedule.
- 4.5 At the beginning of cleaning operations, the Contractor shall strategically place approved signage and/or yellow caution tape at appropriate locations to identify to patrons that cleaning is taking place and that the walkways may be slippery and/or temporarily inaccessible. At all times Contractor shall safe guard the public from conditions made unsafe by the Contractor's operations.
- 4.6 During cleaning operations should the Contractor notice a hazardous condition they shall make the area safe by barricading the area and notifying the Executive Director's representative immediately. It shall be the City's responsibility to remedy the unsafe condition unless the Contractor created the condition.
- 4.7 In the event of hazards originating after or between cleaning frequencies, the Contractor may be requested to respond to the site and remove the hazard. Such requests shall be paid under Additional Work.
- 4.8 The nozzle pressure of equipment shall not be so great so as to dislodge tile/paver grout or cause damage to hardscapes. Water pressure will be used when appropriate for the circumstances of the area. The contractor will use the method of cleaning appropriate for the circumstance.
- 4.9 If the nozzle pressure of equipment used to loosen and clean hardscapes is insufficient to thoroughly wash the surface, scrub brushes and cleaners may be required to remove the materials and produce a thoroughly clean surface. Water pressure will be used when appropriate for the circumstances of the area. The contractor will use the method of cleaning appropriate for the circumstance.
- 4.10 All cleaned surfaces shall be rinsed clean and no fine grit or grime shall be allowed to remain.
- 4.11 Glass surfaces, which may get wet as a result of cleaning operations, shall be hand-dried immediately after the conclusion of the operation in the immediate area.
- 4.12 Immediately following the cleaning of the hardscape areas, all materials generated by the operation shall be collected and placed in Contractor's trash containers or otherwise removed from the site.
- 4.13 All areas barricaded while drying shall be opened by Contractor and made available for use when the area(s) are completely dry.

5 Special Considerations:

- 5.1 The Plazas of the Flags and Fountains have tar bubbling through the seams in the pavement. The Contractor shall remove the tar in these two areas and clean up any residue that the tar leaves, leaving the pavement clean and unblemished.
- 5.2 The North Orange County Courthouse reflection pool has a terrazzo finish. In addition to cleaning this pool one (1) time per week the Contractor shall buff the surface to a lustrous shine one (1) time per month using cleaning and buffing products approved by the Director's Representative.

6 Personnel

- 6.1 Project Foreman. Unless the Contractor is available as required herein, the Contractor shall provide a Project Foreman to be available during the normal hours of operation to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration, and coordination of all required services. The Contractor shall provide the name(s) and telephone number(s) of the Project Foreman(s) within two weeks after contract award date. The Contractor shall provide written notice to the Director in advance of any change of the Project Foreman. The Project Foreman shall be able to understand, speak, read, and write the English language as is necessary for the fulfillment of the terms of the Agreement. The Project Foreman shall return all calls from the Director's Representative within two hours.
- 6.2 Alternate Project Foreman. The Contractor shall designate at least one Alternate Project Foreman to act for the Project Foreman with the same authority during absences of the Project Foreman (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Foreman(s) within two weeks after contract award date. The Contractor shall provide written notice to the Director's Representative in advance of any change of Alternate Project Foreman. The Alternate Project Foreman shall be able to understand, speak, read, and write the English language as is necessary for the fulfillment of the terms of the Agreement.
- 6.3 Other Personnel Requirements
- 6.3.1 All pavement cleaning crews will have a minimum of two (2) employees per crew. One (1st) using the pavement cleaning equipment and the second (2nd) employee to serve as a spotter to alert the operator of any safety concern that may be approaching or encroaching into the operators work space.
- 6.3.2 Legal Residents. The Contractor shall provide only those personnel who are legally entitled to work in the United State to accomplish work and services specified herein.
- 6.3.3 English Comprehension. All Contractor personnel working on the project shall read and understand the English language to the extent necessary to read and understand operation, safety, health, and security regulations relating to the performance of this Agreement, including the following:
- 6.3.3.1 Any necessary instructions concerning equipment to the extent that performing the employee's duties requires the employee to operate, maintain, repair, or in some way interact with the equipment.
- 6.3.3.2 Any regulations, directives, or policies that he must know in order to accomplish the work on the project as a Contractor employee.
- 6.4 Contractor Employee Skills Required. The Contractor's employees performing the services required by this Agreement shall have specialized training, prior work experience, or the demonstrated technical skills to fulfill the specific requirements of these Specifications and the Agreement.
- 6.5 Employee Physical Capabilities. There shall be no discrimination against employees on the basis of handicap or other physically disabling conditions. Contractor shall obey all State and Federal laws concerning the disabled.

- 6.6 Standards of Conduct for Contractor Personnel. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his employees as necessary. No Contractor employee under the influence of alcohol, drugs, or any other incapacitating agent shall be allowed on the jobsite. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.
- 6.7 Uniforms. All Contractor personnel shall wear uniforms that are clean and neat and free of wrinkles, tears, holes, frayed edges, spots, stains, body odor, and logos or graphics other than company identification patches. All uniforms should identify the name of the Contractor. Uniforms shall be clearly distinguishable from City employee uniforms.

7 Director's Authority

- 7.1 The Director is the only person authorized to direct changes in any of the requirements under the Agreement and, notwithstanding any provisions contained elsewhere in the Agreement, and said authority remains solely in the Director. In the event that the Contractor effects any such changes at the direction of any person other than the Director, the changes will be considered to have been made without authority and solely at the risk of the Contractor. In addition, the Director shall have the authority to accept/reject materials, workmanship and to make minor changes in work or schedule, not involving extra cost. When the performance of the work or completion per schedule is determined to be sub-standard, he may (1) recommend that all or a portion of payment be withheld, and/or forfeiture for delay in assessed; and/or (2) direct the work be accomplished by either City forces or separate contractor, in order to complete the necessary work as close to schedule as possible, and withhold the resulting costs. Payment to be withheld shall be deducted from the next monthly payment due the Contractor, or if the amount is insufficient to cover payment, the Contractor shall be liable for said deficiency and will be billed accordingly. The Director, or his authorized representative shall decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the specifications, and compensation, including completion of work by alternate sources.
- 7.2 The Director may delete a portion of or the entire work site from contractual maintenance during a construction period or any period where the Director determines that work cannot be scheduled. The deletion of this portion of work will be reflected as a reduction in the monthly payment to the Contractor. The amount of reduction will be based on the percentage of area involved and will be determined by the City.
- 7.3 The Director or his designated representative shall regularly inspect the parks, playgrounds, fields and all other City property subject to this Agreement. If said inspection results in discovery of work that is not performed in the manner, and to the professional degree set forth in the Specifications, Contractor agrees that the City shall deduct from Contractor's next monthly payment, the City's actual or estimated cost of performing the work to bring the property into conformance with the specifications. Additionally, City shall impose liquidated damages of up to \$300.00 per inspection, per park, per day not meeting the specifications during any such inspection.

8 Other Requirements

- 8.1 Extra work will not be initiated without written authorization. In emergency situations, a not to exceed price may be submitted by contractor via e-mail for review/approval by City. All labor shall be quoted on a "not to exceed" basis and City will only pay for labor actually incurred.
- 8.2 The Contractor shall establish schedules of "routine work" to be followed in the performance of this contract. A copy of these schedules shall be provided to the Director prior the performance, and any changes in scheduling shall be reported in writing and subject to the approval of the Director. The schedule shall include areas to be cleaned, days of the week, times and what person/crew will be performing specific work in accordance with the specification. Once the initial schedule of "routine work" is completed the Contractor shall notify the Director in writing before any changes are made.
- 8.3 Vehicle Passes. The Contractor and Contractor personnel shall obtain vehicle passes from The County of Orange Parking Administrator, Public Facilities & Resources Department.
- 8.4 Security of Contractor Owned Property. The Contractor shall be responsible for the security of Contractor Owned Property.

Contractor Responsibilities:

1.0 GENERAL CONDITIONS

1.1 Definitions-

- 1.1.1 "Director's Representative" shall mean the Executive Director of Parks, Recreation and Community Services designated representative.
- 1.1.2 "SAPRF" shall mean Santa Ana Park and Recreation Facilities.
- 1.1.3 "Pavement Cleaning" shall mean the practice of removing foreign materials from paved and/or other hard surfaces.
- 1.1.4 "Infectious materials" shall mean any fluid and/or instrument used to inject or withdraw bodily fluids.
- 1.1.5 "Hardscape" shall mean any resilient surface other than turf or planting beds, such as but not limited to curbs, gutters, sidewalks, decomposed pathways, asphalt pavement, mow strips, etc.

- 1.2 Scheduling of Work-The Contractor shall provide specific pavement cleaning and infectious waste removal/disposal maintenance between the hours of 6:30 a.m. and 3:00 p.m., Monday through Friday. The Contractor shall provide other pavement cleaning maintenance during hours approved by the Director's Representative. The schedule may be modified only with the Director's Representative consent. Maintenance operations that generate excess noise cannot begin before 8:00 a.m.

The Contractor shall establish schedules of "routine work" to be followed in the performance of this contract. In addition to the Contractor submitting the Monthly Park Services Inspector's Inspection Schedule and other required monthly reports, the Contractor shall submit weekly schedules listing the work tasks, crew performing the task, and the projected hours to complete the task. The schedules shall be emailed to Director's Representative by Thursday at 4:00pm for the upcoming week. Any changes in scheduling shall be reported in writing 48 hours before the proposed change and must be approved by the Director's Representative. The schedule shall include days of the week and what person/crew will be performing specific work in accordance with the specification.

- 1.3 Local Office - The Contractor shall maintain a physical office within the 714 area code (local office). The local office shall be open Monday through Friday 8:00 a.m. to 5:00 p.m. with a company representative present at all times. Answering services or mobile telephones will not be considered a local office.
- 1.4 Outside the Scope of Work - Damage or malfunction to property, including but not limited to, physical property, equipment, and materials, by any of the following may be considered outside the scope of this Agreement:
- Acts of God
 - Civil Disorder
 - Vehicle Collision (excluding Contractor and its employees and subs)
 - Excavation or re-surfacing of the street
 - Power failures
 - Underground wiring damage

Contractor will not be considered responsible for replacement. Contractor must prove to the satisfaction of the Director's Representative that one of the above occurred in order to be excused from performing under the Agreement

- 1.5 Extra Work – Work that is requested from the Director's Representative that is outside of the scope of work shall be considered "extra." Upon request, the Contractor shall submit an Authorization for Extra Work (AEW) proposal (on the City's form) for consideration. Following the Director's review and written approval on the AEW form, the Contractor shall be approved for work to commence. The City shall not be liable to pay for work performed by the Contractor without written approval by the Director's Representative. All materials used during the performance of extra work by the Contractor shall be charged to the City at a rate of 10% above the Contractors resale (contractor's price).

2.0 UNIFORMS AND VEHICLES IDENTIFICATION

- 2.1 The Contractor shall provide to all field personnel a standard uniform including but not limited to uniform company hats, collared work shirts, pants, jackets, cold weather vests and ANSI approved safety shoes. All uniforms will be marked by patch, silk screen or embroidery with the company name and logo or other form of identification.
- 2.2 All equipment shall be clearly identified on both sides and rear of the vehicles as belonging to the Contractor, well maintained, in excellent working condition, be clean in appearance and without extensive visible damage, dirt graffiti etc. In addition, all vehicles shall have the company's name, contractor's license number and contact information clearly identified on both sides and the rear of the vehicle.
- 2.3 The Director's Representative reserves the right to direct the Contractor to remove an employee or piece of equipment for not meeting high maintenance and appearance standards.

3.0 SAFETY REQUIREMENTS

- 3.1 All work performed under this contract shall be completed with maximum safety as the priority above all other requirements. The Contractor shall be in compliance with his/her company's City approved Illness and Injury Prevention Program.
- 3.2 All work performed under this contract shall be performed in strict compliance with all federal, state and local safety laws, regulations or other authoritative mandates that protect workers and the general public, including but not limited to, excavation/trenching/shoring, blood borne pathogens, hazardous waste identification and transport and pesticide use and reporting.
- 3.3 In the event unsafe work is observed by City staff or otherwise reported, the Director's Representative may at his discretion order the Contractor to stop performing and pay all costs and or damages resulting from the delay.
- 3.4 In addition, the Contractor shall submit to the Director's Representative each year upon renewal of the agreement his/her updated Illness and Injury Prevention Plan and update OSHA safety training records and employee safety training certificates.

4.0 SAFETY REQUIREMENTS

- 4.1 All work performed under this contract shall be completed with maximum safety as the priority above all other requirements. The Contractor shall be in compliance with his/her company's City approved Illness and Injury Prevention Program.
- 4.2 All work performed under this contract shall be performed in strict compliance with all federal, state and local safety laws, regulations or other authoritative mandates that protect workers and the general public, including but not limited to, California MUTCD safety mandates on traffic closure, excavation/trenching/shoring, confined space, blood borne pathogens, hazardous waste identification and transport and pesticide use and reporting.
- 4.3 In the event unsafe work is observed by City staff or otherwise reported, the Director's Representative may at his discretion order the Contractor to stop performing and pay all costs and or damages resulting from the delay.
- 4.4 In addition, the Contractor shall submit to the Director's Representative each year upon renewal of the agreement his/her updated Illness and Injury Prevention Plan.

5.0 SAFETY NOTIFICATION

- 5.1 If Contractor identifies a potential safety issue, Contractor shall:
 - 5.1.1 Notify the public that potentially unsafe conditions exist by installing yellow "Caution Tape" and "A" frame barricades or equal substitute around the condition.
 - 5.1.2 Notify the Director's Representative of the condition first by phone and then in writing (e-mail is acceptable) including digital photographs of the potential safety concern. Once the Contractor has notified the City and the public of the condition, as specified above, Contractor shall have no further responsibility regarding the condition.

6.0 UNDERGROUND ALERT SYSTEMS

6.1 Underground Alert Systems (telephone number 1-800-422-4133) must be notified 48 hours in advance prior to any excavation work.

7.0 PROPERTY DAMAGE

7.1 Any damage to private property caused by Contractor shall be immediately reported to the property owner. Contractors shall pay for any damage caused to private property in performing this agreement.

8.0 ACCESS TO PRIVATE PROPERTY

8.1 Prior to any work involving private property, the Contractor shall notify the City of the proposed work and obtain all necessary permits and/or consent required from City and/or property owner

9.0 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

9.1 The Contractor shall protect City and/or private property adjacent to work areas including sprinkler systems, drain pipes, lawns, brick work, plantings, masonry work, fences, walls, sidewalks, street paving, etc., located on either public or private property. Contractor shall, at its expense, replace any property that is removed or damaged, other than property pre-approved for removal. Contractor shall abide by the City's "Policy for Driving on Park Property" (See Attachment 4).

10.0 TRAFFIC CONTROL

10.1 The Contractor will not interrupt traffic flow on City streets without obtaining a no-fee permit from the City. Prior to performing maintenance activities where Contractor employees work immediately adjacent City vehicular lanes or any other situation covered under the California MUTCD, the Contractor shall implement no-fee permitted City approved traffic safety plans to protect the health and welfare of its employees and the general public prior to commencement of the agreement.

11.0 MONTHLY REPORTS

11.1 Prior to the first of each month the Contractor shall submit to the Director's Representative for approval: 1) the Excel Park Maintenance Inspector's Inspection Schedule including a detailed annual, monthly, weekly and daily work schedules consistent with task frequencies in Exhibit A; 2) certified payroll of employees assigned to the contract areas; 3) organizational chart or equal listing the names, titles, schedules and assignments of all persons working on the project; 4) invoices and packing slips of name, type and quantities of commodities purchased; 5) a detailed description of area deficiencies; and, 6) a record of legal disposal of infectious waste materials. The information contained in the above referenced documents shall be updated with any new information as changes occur. The Director's Representative shall be immediately notified of any changes to the above information.

Failure to submit a report by the first of each month shall result in a fine of \$100.00 per day for each report submitted late.

12.0 WATER CONSERVATION & PROGRAMMING OF CONTROLLERS

12.1 The City shall be responsible for providing water for the Contractor to perform pavement cleaning and infectious waste removal/disposal services. The Contractor shall be responsible for conserving water when and wherever possible.

13.0 SPECIFICATIONS INTERPRETATION

13.1 The intent of these specifications is known by the City of Santa Ana and SAPRF. Any questions relating to the interpretation of these specifications must be addressed, in writing, prior to the start of work. The Contractor agrees that interpretations of this contract after the start of work are at the sole discretion of the Director's Representative, and the Contractor shall abide by all such interpretations.

14.0 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

14.1 The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground on the City's property. Any damage to Civic Center facilities, or private property caused by the Contractor's neglect shall be corrected and paid for by the Contractor at no cost to the City of Santa Ana. The City of Santa Ana and/or Director's Representative shall make the determination of fault. The Director's Representative reserves the right to issue a Stop Work Notice if the Contractor does not promptly repair any damage, within twenty-four (24) hours of the damage incurred.

14.2 If the Director's Representative requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems (i.e. utility lines) and take responsibility for taking reasonable precaution when working in these areas.

14.3 Contractor shall call Underground Alert (800) 422-4133 at least two working days prior to digging for line locations. Any damage or problems shall be reported immediately to the Director's Representative and the City of Santa Ana. If the Contractor discovers something unexpected or a unique problem occurs, he should stop work and immediately contact an authorized Director's Representative for a timely resolution of the problem.

15.0 SUBSTITUTIONS

15.1 Whenever a specific type of material is specified, no substitutions shall be allowed without written consent of the SAPRF representative.

16.0 CERTIFICATION & APPLICATION OF MATERIALS

16.1 All materials shall be delivered on the site in original containers. Materials shall be subject to inspection by the Director's Representative. The Director's Representative

will not approve materials not meeting the SAPRF standards, and Contractor shall return any such non-satisfactory items at his/her cost.

- 16.2 No materials shall be applied prior to the Director's Representative verifying the specified quantities of materials. Furthermore, should the Contractor apply materials before the Director's Representative verifies correct materials and quantities, the Contractor shall not receive credit for the applied materials. The Contractor shall then reorder and deliver the materials, thereby not receiving credit for the applied materials.

17.0 CONTRACTOR NEGLECT

- 17.1 Any damage to the City of Santa Ana, SAPRF, or private property, which has been determined to be due to the Contractor's neglect, shall be corrected at no additional cost to the City of Santa Ana or the SAPRF.

18.0 CONSTRUCTION EQUIPMENT

- 18.1 The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

19.0 SOUND CONTROL REQUIREMENTS

- 19.1 The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the Contract. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore. Sounds, such as loud music, that are not related to the project, shall be kept at levels so as to not disturb the general public.

20.0 INQUIRIES AND COMPLAINTS

- 20.1 The Contractor shall maintain an office at some fixed place and shall maintain a telephone thereat, listed in the telephone directory in his own name or in the firm name by which he is most commonly known. Furthermore, the Contractor shall, at all times, have some responsible person(s), employed by the Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the City of Santa Ana, Director's Representative, and/or private citizens during normal working hours.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the Director's Representative may, after reasonable attempt to notify the Contractor cause such action to be taken by the SAPRF work force. All costs of any such action shall be charged against the Contractor, or the Director's Representative may deduct such cost from any amount due to Contractor.

All complaints shall be abated as soon as possible after notification, to the satisfaction of

the City of Santa Ana and/or Director's Representative. If any complaint is not abated within a reasonable time, the Director's Representative shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director's Representative within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director's Representative, the Director's Representative may correct the specific complaint and the total cost incurred by the SAPRF will be deducted and forfeit from the payments owing to the Contractor from the SAPRF. Such cost shall include all SAPRF staff time required to resolve the problem and appropriate overhead charges.

21.0 NOTIFICATION OF LOCATIONS OF WORK

21.1 The Contractor shall notify the Director's Representative when the contractor's crews will be working within the SAPRF. Said notifications will be made on a daily basis by telephone, cell phone, fax, or by weekly written schedules which specify the entire weeks work locations.

22.0 WORK FORCE

22.1 The Director's Representative may evaluate each of the Contractor's staff and if he/she finds that a Contractor's employee or sub-contractor's employee is not performing to the satisfaction of the Director's Representative, the Director's Representative shall require the Contractor to remove the employee from work sites at his or her discretion within 24 hours of written notice.

23.0 MATERIALS

23.1 The Director's Representative shall approve or reject all materials delivered to the work site. In addition, the Contractor shall not apply any materials until the Director's Representative inspects the materials to confirm they are correct per specifications. Note that the Director's Representative may stay at the work site to confirm that all materials are applied correctly and in the quantities specified. Materials applied by the Contractor prior to the Director's Representative inspecting the materials shall be considered not applied. Therefore, the Contractor shall not be given credit towards the quantity of the specified material required to be applied by the specification. The Contractor shall then be required to deliver the specified quantity of material to the work site and, following the Director's Representatives approval, apply the materials in the presence of the Director's Representative.

Prior to the application or use of any materials the Contractor shall submit to the Director's Representative a minimum 48 hours before delivery to the work site a list of all materials and/or chemicals that may be used pursuant to the terms of this Agreement. The list shall include the name of the product, the products specifications, and the quantity of materials, prescribed method of use/application, Material Safety Data Sheets and chemical analysis where applicable, recommended usage and any other manufacturer's data that may be pertinent. The list must be submitted before any materials/chemicals are used pursuant to this Agreement.

23.1.1 The materials and chemicals utilized in furtherance of this Agreement shall

comply with the following standards:

All chemicals proposed to be used during this agreement shall have the manufacturer's original labels on the containers.

Prior to the use of any chemical, the Contractor shall provide the Director's Representative the SDS sheet for their review and written approval. All chemicals shall be of the best quality obtainable and available on the market, properly labeled with guaranteed analysis, and brought to the job site in the manufacturer's original container.

Materials shall as specified herein, matching those existing at the work site, or as specified by the Director's Representative.

23.1.2 All materials delivered to the site shall be accompanied by a packing slip or other form from the vendor indicating the specific commodity delivered and the quantity.

24.0 TRASH DISPOSAL AND RECYCLING

All organic waste (including leaves, grass clippings, brush, branches, and tree parts) resulting from work performed under this contract shall be disposed of pursuant to the requirements of the Santa Ana Municipal Code (SAMC) Chapter 16. Organic waste cannot be taken to a landfill. Every month, the Contractor shall submit receipts from licensed composters/green waste recycling facilities, to the Director listing the tons of organic waste recycled and the names and addresses of the composting or processing companies.

As an alternative, the City may allow Contractor to dispose of green waste and trash in bins provided by the City. The City will determine the amount of green waste and trash allowed to be dumped in these bins based on historical amounts. Any additional disposal fees must be paid by Contractor. At no time will the contractor be allowed to dispose of trash or green waste that was not collected as part of this contract. If the City finds that the contractor is disposing of trash from other contracts, the City will discontinue this service for the contractor and the contractor will be required to pay for their own trash service.

City Responsibilities

1.0 CITY-DIRECTOR'S AUTHORITY

The Director's Representative is the only person authorized to direct changes in any of the requirements under the Agreement and, notwithstanding any provisions contained elsewhere in the Agreement, and said authority remains solely in the Director's Representative. In the event that the Contractor effects any such changes at the direction of any person other than the Director's Representative, the changes will be considered to have been made without authority and solely at the risk of the Contractor. In addition, the Director's Representative shall have the authority to accept/reject materials, workmanship and to make changes in work or schedule, when the City determines that no extra costs are involved. The Director's Representative shall also have the authority to suspend portions of the specifications and withhold the cost of the suspended portion of the agreement at his/her discretion.

The intent of these specifications is known by the City of Santa Ana. Any questions relating to the interpretation of these specifications must be addressed, in writing, prior to the start of work. When the performance of the work or completion per schedule is determined to be sub-standard or not on schedule, the Director's Representative may recommend that all or a portion of payment be withheld. In addition, the Director's Representative shall have the option to hire another qualified contractor to perform any portion of the work specified and withhold payment in the amount of the cost to hire the qualified contractor. Payment to be withheld shall be deducted from the next or subsequent monthly payment due, or if the amount is insufficient to cover payment, the Contractor shall be liable for said deficiency and will be billed accordingly.

The Director's Representative shall decide all questions, which may arise as to the interpretation of the quality of work, manner of performance, completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the specifications, and compensation, including completion of work by alternate sources.

Special Requirements

See-**ATTACHMENT 4: ADDITIONAL PROVISIONS**

ATTACHMENT 4: ADDITIONAL PROVISIONS

1-The Proposer is responsible for providing the appropriate DIR classifications. Based on the scope, the City has identified two classifications although 1 of the classifications would include 3 groups. Once again, the proposer is responsible for providing the appropriate DIR classification, the classifications below are subject to verification by the Proposer.

<https://www.dir.ca.gov/oprl/2017-2/PWD/Determinations/Southern/SC-023-102-2.pdf>

Laborer-Group 1 (Laborer, General Cleanup)

Laborer-Group 4 (Sandblaster (Nozzleman), Water Blasting, Port Shot-Blast)

Laborer-Group 5 (Toxic Waste Removal)

and

<https://www.dir.ca.gov/oprl/pwappwage/wage/17213687.pdf?VarWageId=17230687>

Terrazzo Finisher

3-The following sites should be performed during the day time:

Building #10 (Site A)

East & West Malls (site C)

Santa Ana Library (Site D)

City Hall (site E)

Plaza of the Sun (site F)

Plaza of the Flags (site G)

Plaza of the Fountains (site H)

The follow sites may be performed during the night time:

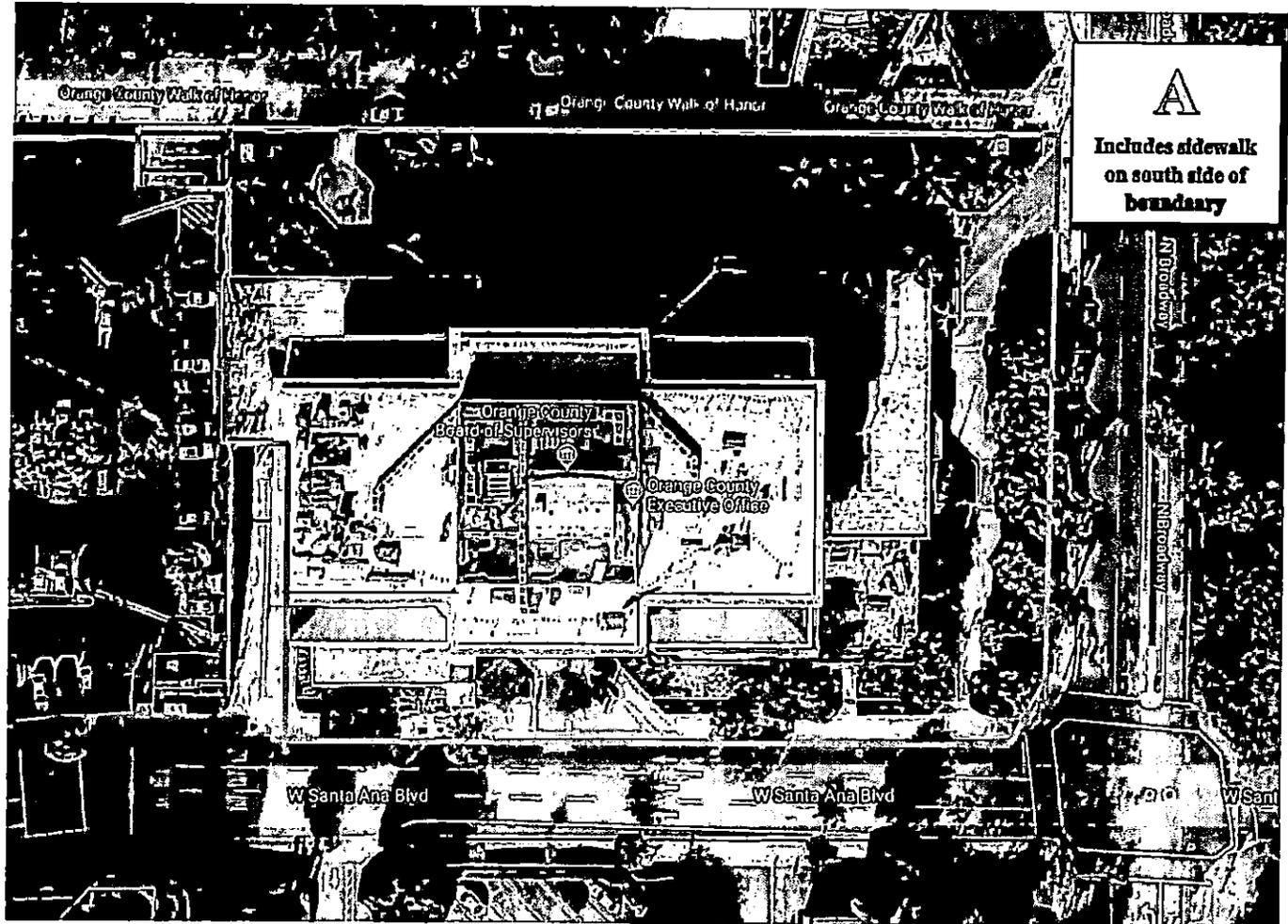
All other areas

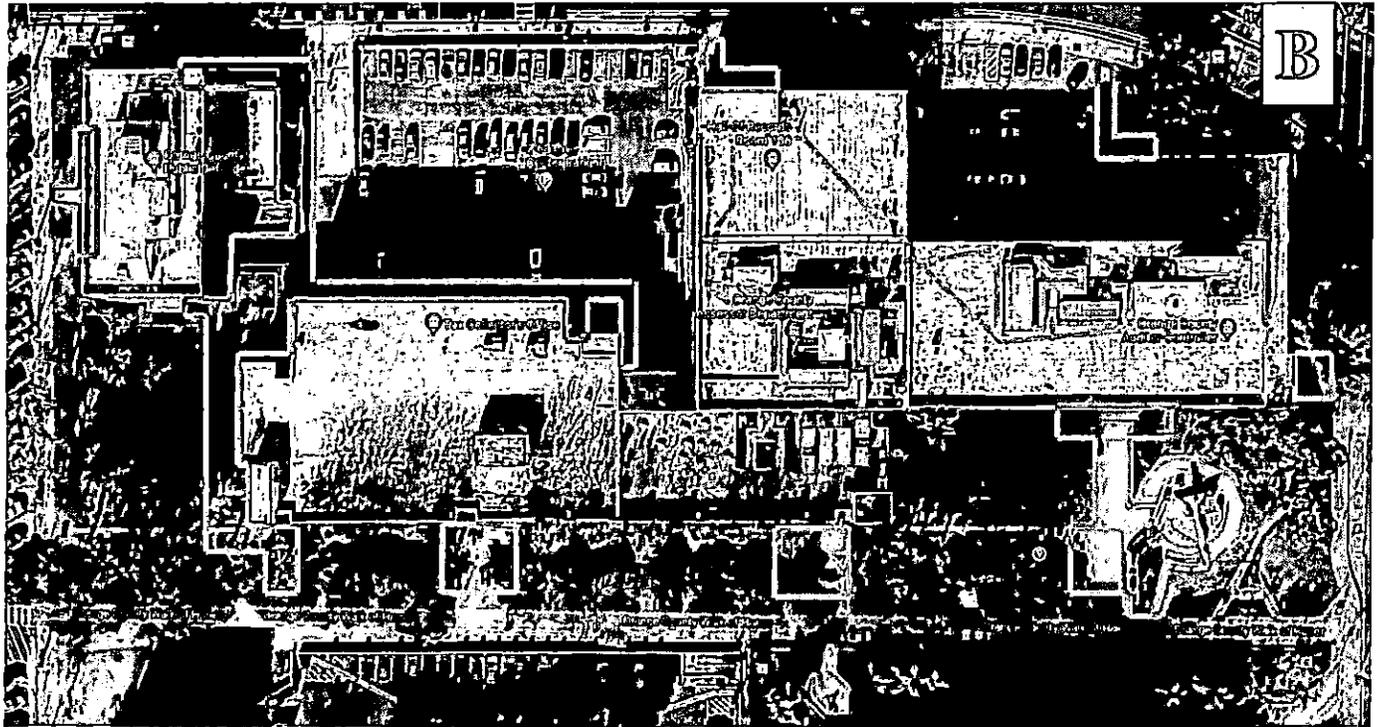
4-A copy of the street sweeping schedule can be found at the following website:

http://www.ci.santa-ana.ca.us/pwa/documents/StreetSweeping_000.pdf

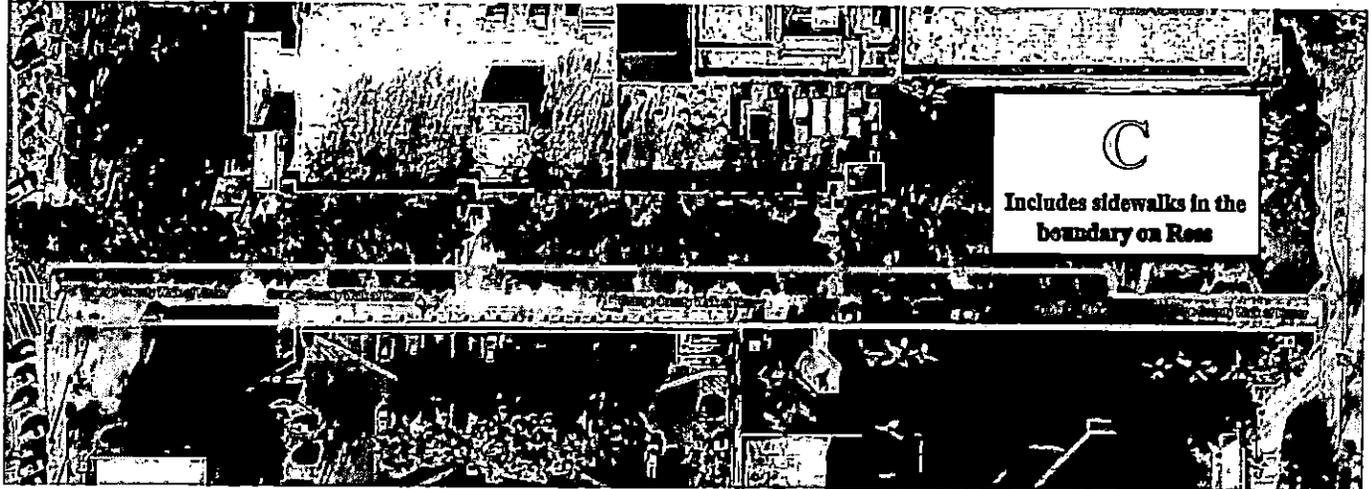
5-A complete listing of areas and square footage is not available. Essentially is it all paved public right of way areas within the Civic Center Boundaries, unless specifically excluded.

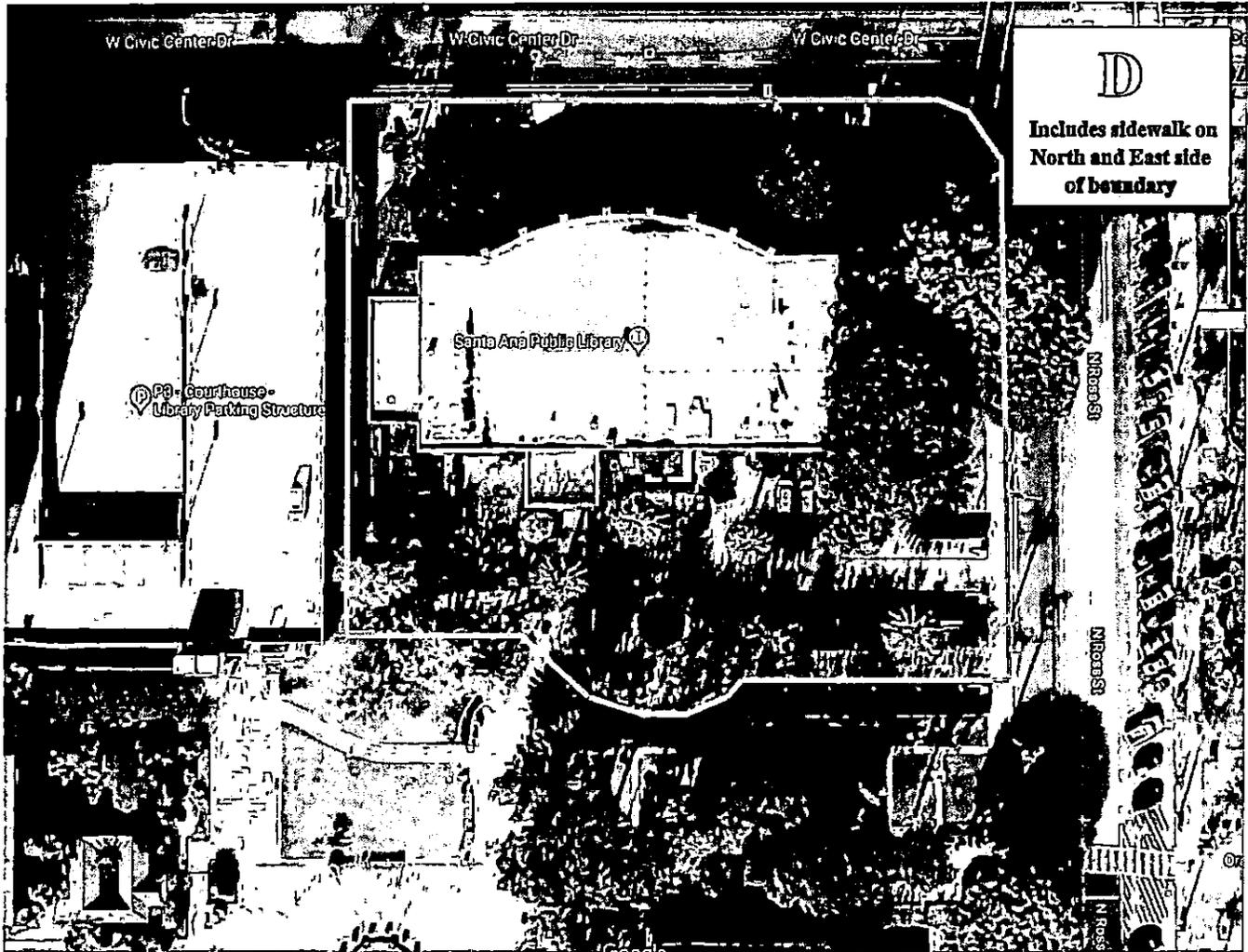
City of Santa Ana RFP 18-021 Hardscape Pavement Cleaning and Infectious Waste Removal Services

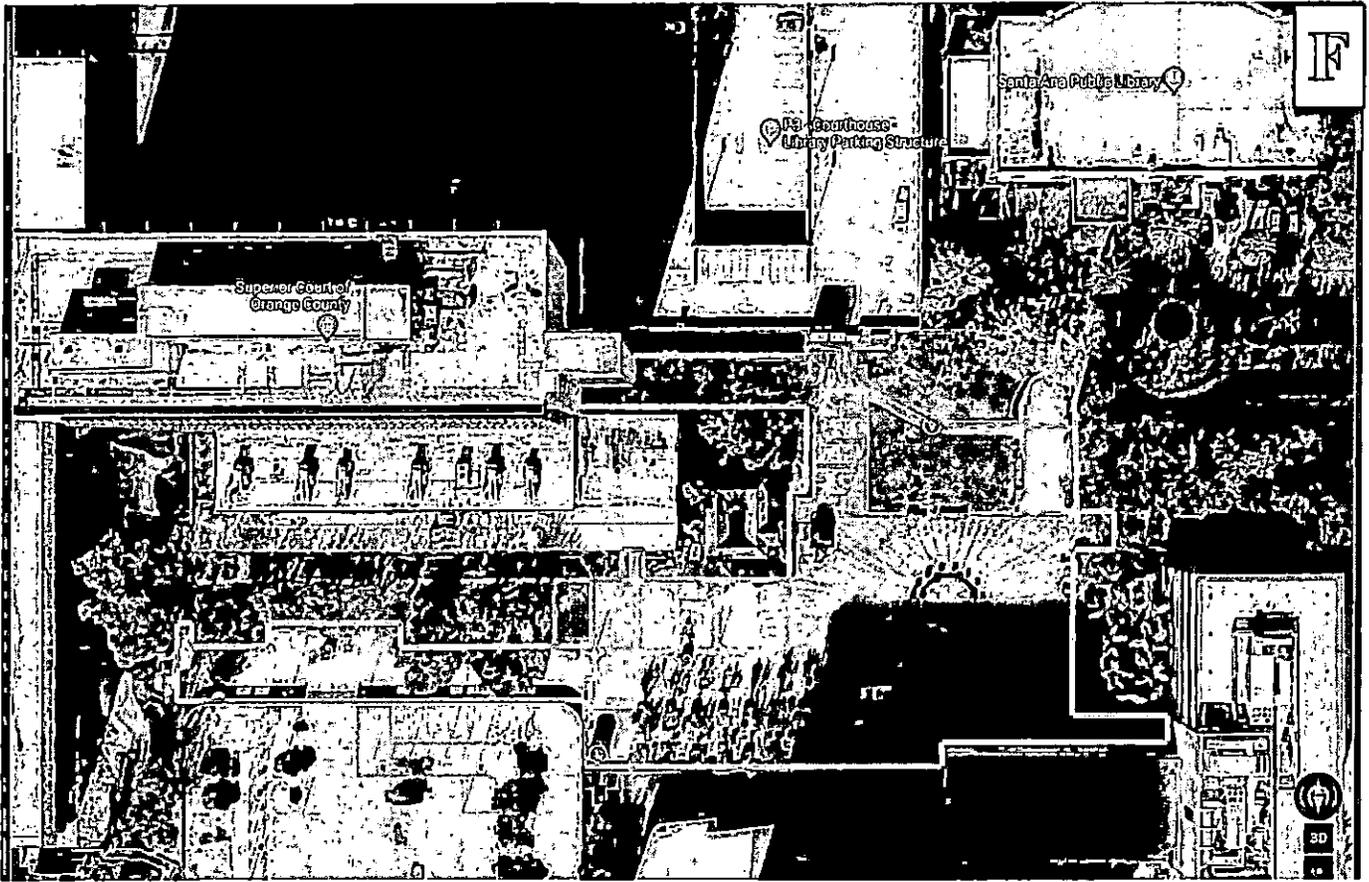




25K-29

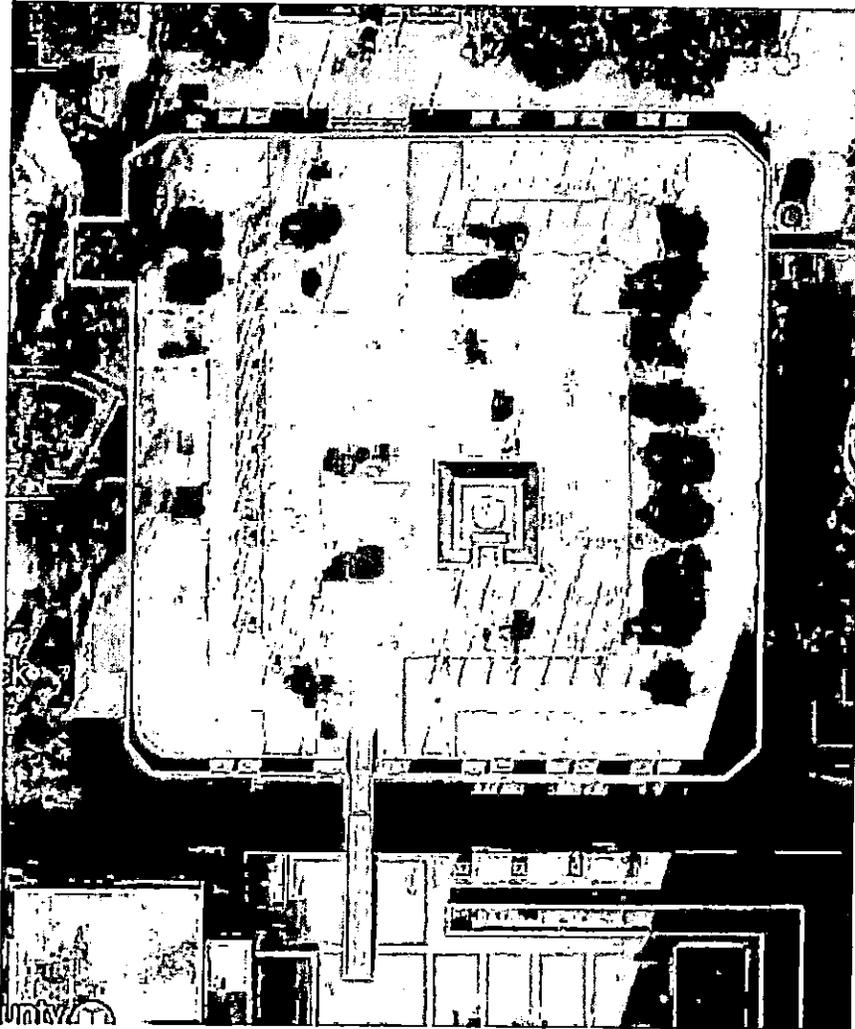






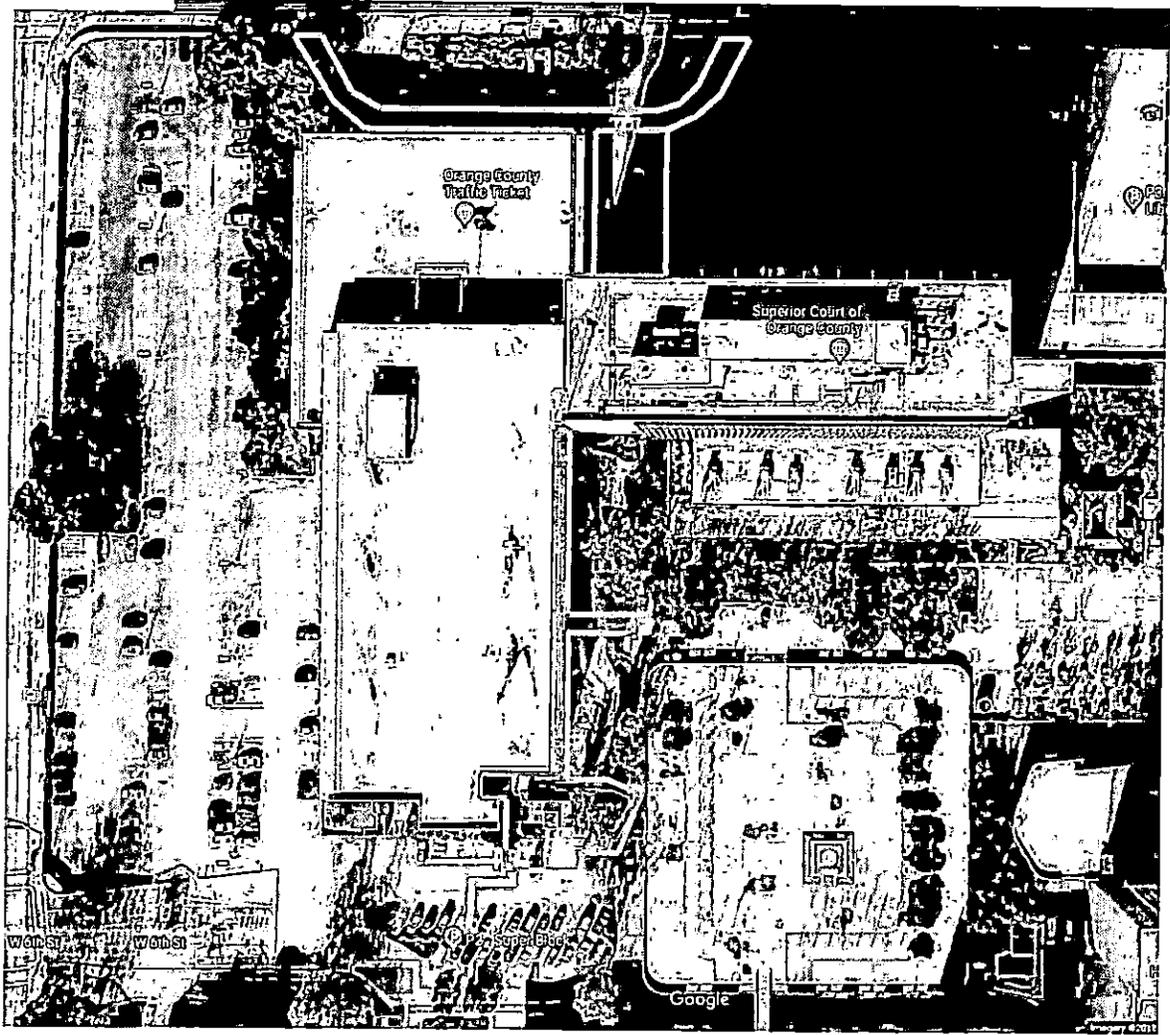
25K-33

G

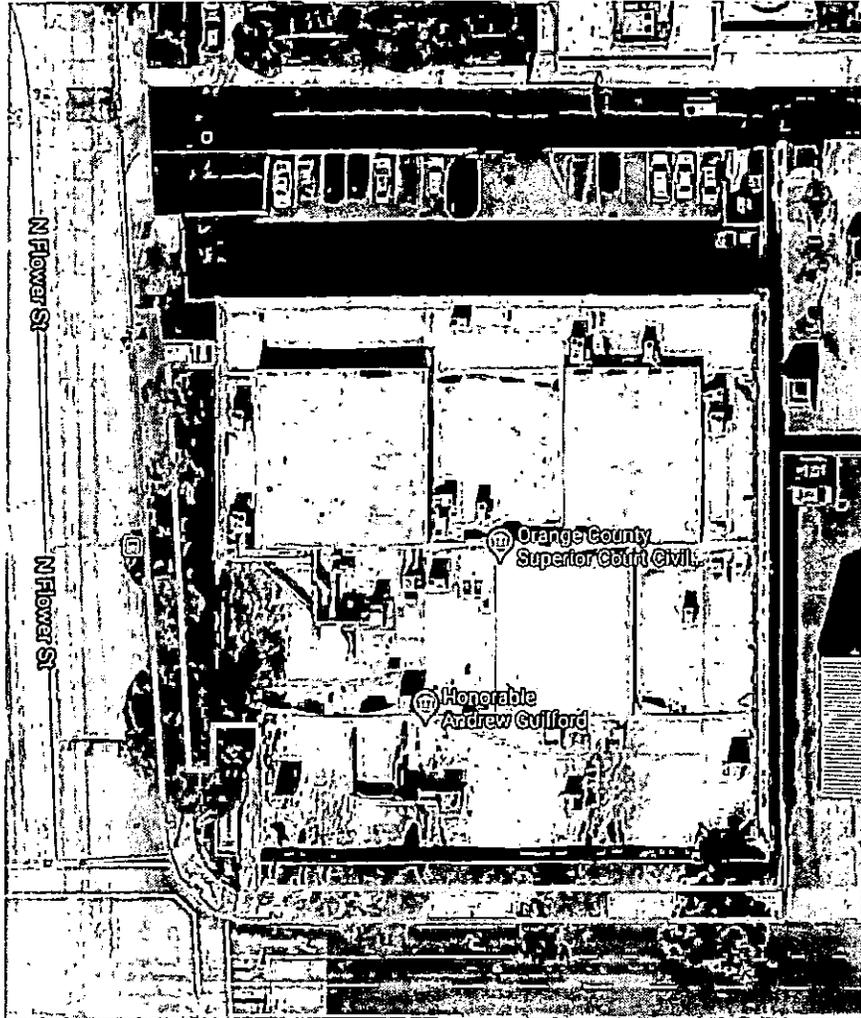


25K-34

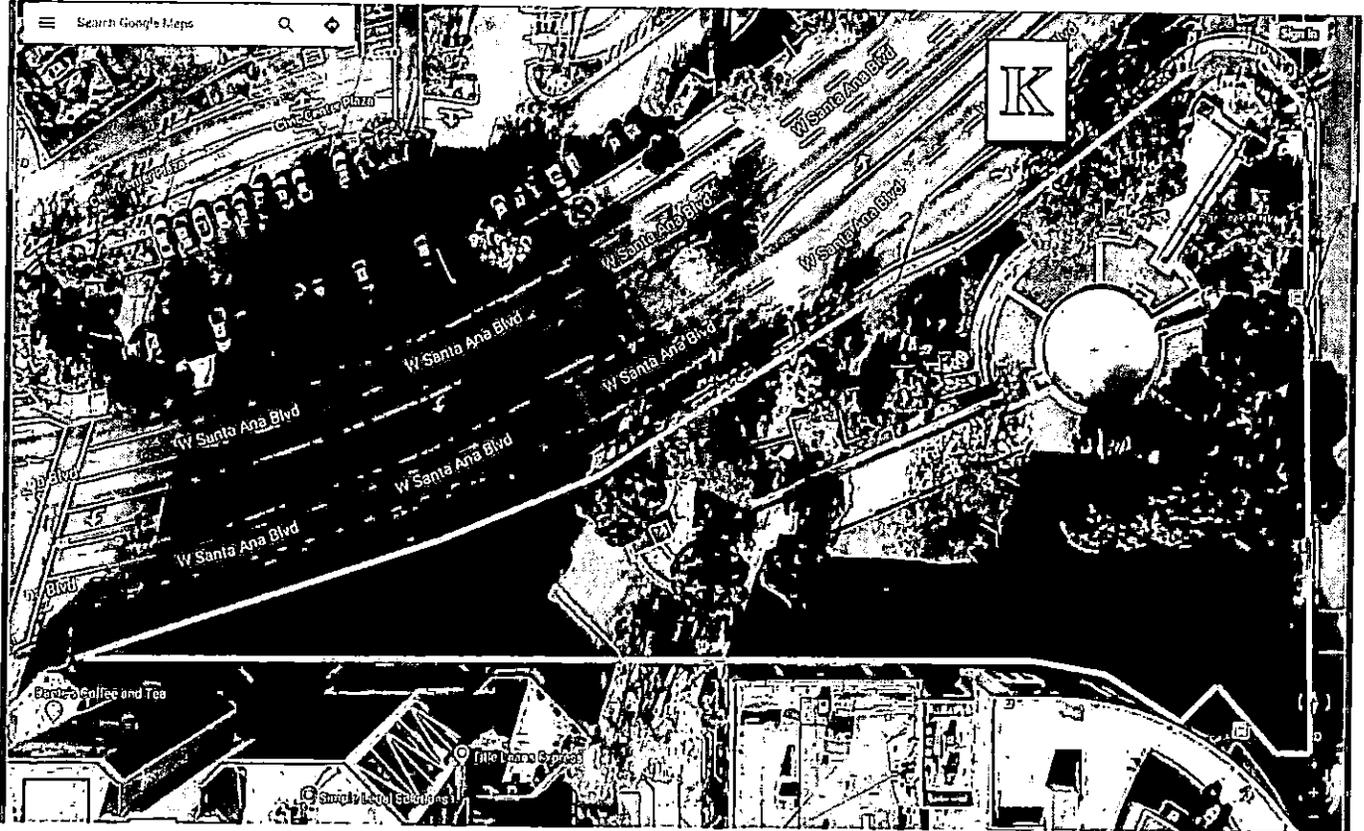




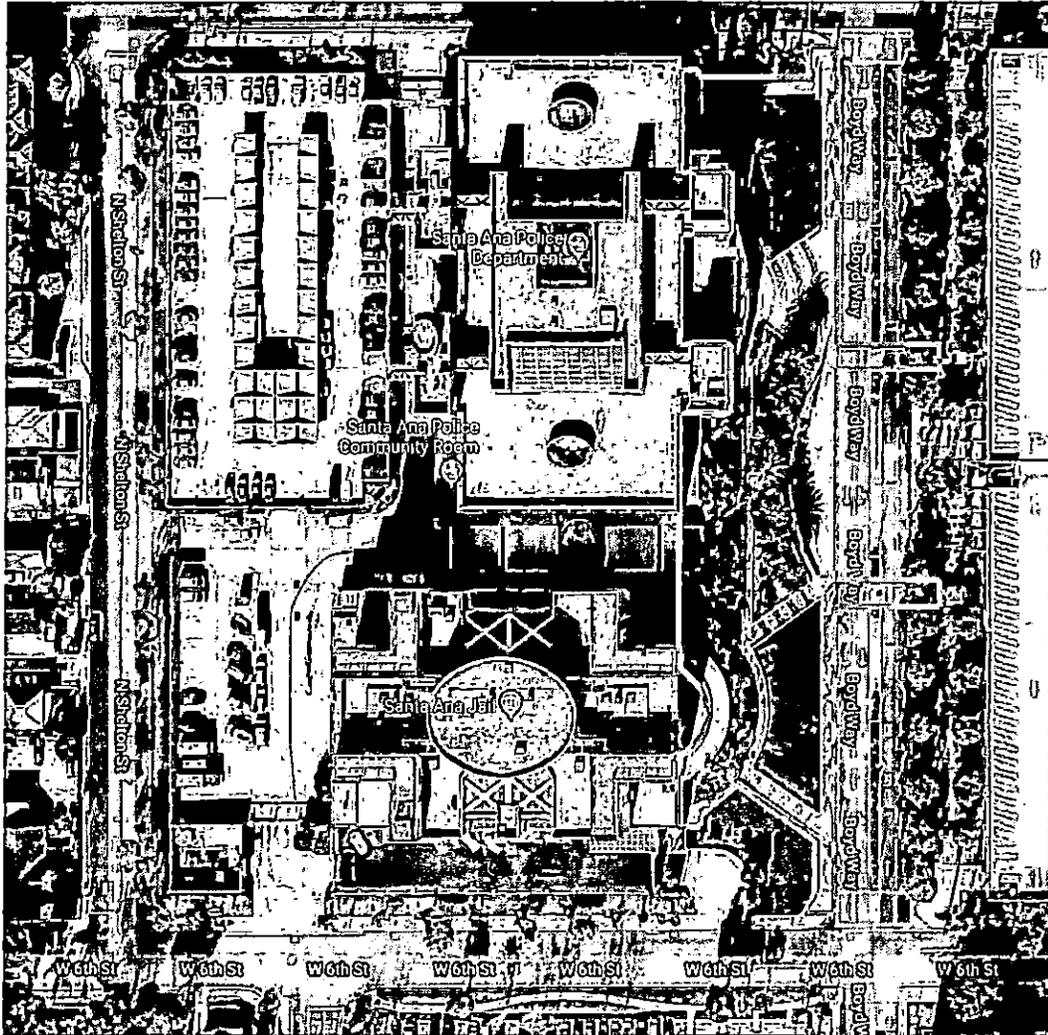
II



J
Includes sidewalk on west and south side
of boundary



25K-38



L
Includes sidewalk on east side
of boundary

EXHIBIT B

COMPENSATION

Fee Proposal including hourly rates if applicable

Exhibit B - Revised Annual Cost Sheet

	Change	Original Annual Cost	Revised Annual Cost
Civic Center Service Location-The Civic Center Campus boundaries are North-Civic Center Drive, South-Santa Ana Blvd, East-Sycamore Street, West-Sheffon Street. Please see attached maps for items A-L. No map for items M-R.			
A		\$ 15,200.00	\$ 15,200.00
B		\$ 10,400.00	\$ 10,400.00
C		\$ 52,400.00	\$ 52,400.00
D		\$ 10,200.00	\$ 10,200.00
E		\$ 26,200.00	\$ 26,200.00
F	Once (1) time every two weeks	\$ 15,200.00	\$ 7,600.00
G	Entire plaza every two weeks	\$ 45,000.00	\$ 45,000.00
H	Once (1) time every two weeks	\$ 38,760.00	\$ 19,380.00
I		\$ 14,200.00	\$ 14,200.00
J		\$ 4,800.00	\$ 4,800.00
K		\$ 4,800.00	\$ 4,800.00
L		\$ 7,200.00	\$ 7,200.00
M	One (1) time per month	\$ 11,000.00	\$ 5,500.00
N	Remove	\$ 11,000.00	\$ -
O		\$ 6,000.00	\$ 6,000.00
P	Remove	\$ 156,000.00	\$ -
Q	Remove	\$ 48,000.00	\$ -
R	Remove	\$ 48,000.00	\$ -
	Total	\$ 524,360.00	\$ 228,880.00

