



REPORT TO CITY COUNCIL

DATE: DECEMBER 10, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

SUBJECT: APPROVE AWARD OF A CONTRACTOR SERVICES AGREEMENT WITH RON'S MAINTENANCE INCORPORATED FOR STORM DRAIN CONNECTOR PIPE SCREEN AND FILTER INSPECTION/CLEANING SERVICES

On May 1, 2008, the Regional Water Quality Control Board adopted a resolution to incorporate a revised Total Maximum Daily Load (TMDL) for trash in the Malibu Creek Watershed. The Trash TMDL is part of a series of strict water quality regulatory requirements designed to protect municipal and domestic water supplies, groundwater recharge, aquatic life habitat, wildlife habitat, and both contact and non-contact water recreation uses in the watershed. As part of those requirements, the TMDL set the numeric limit for trash allowed to be discharged into a water body, shoreline, or channel at zero.

The implementation program for this TMDL recognizes the economic limitations on achieving immediate compliance and allows for a flexible schedule to address trash being conveyed through storm drains (point sources). To date, the City of Agoura Hills has installed connector pipe screens and filters in 225 catch basins in various locations throughout the city, in order to be deemed compliant with the trash TMDL.

On October 23, 2014, the City received proposals from Ron's Maintenance, Inc., and United Storm Water, Inc., in order to provide inspection and cleaning services for the retrofitted catch basins. Staff reviewed and evaluated the proposals, and unanimously chose Ron's Maintenance, Inc., for this project. In addition, their cost proposal was within the established budget for this work. Staff contacted references for Ron's Maintenance, Inc., to discuss past work, as they have never worked directly for the City. They have, however, provided catch basin cleaning services in our city as a subcontractor for the County of Los Angeles Public Works Department. The references were all excellent regarding the company's performance. The cost proposals were as follows:

Ron's Maintenance, Inc.	\$43,300.00
United Storm Water, Inc.	\$91,665.00

It should be noted, the cost proposals are based on the catch basins being cleaned four (4) times a year, but may be reduced at the City's discretion. The varying costs listed above are due to each company's fee rates, cleaning methods, and assumption of what

work will be needed to complete the project. There are sufficient funds appropriated in the FY 2014/15 budget to cover the cost for Ron's Maintenance, Inc.'s services.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the contractor services agreement with Ron's Maintenance, Inc.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Contractor Services Agreement

**AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR: Ron's Maintenance Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Ron Norman
CONTRACTOR'S ADDRESS: P.O. Box 4562
Downey, CA
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Robert Cortes
COMMENCEMENT DATE: December 11, 2014
TERMINATION DATE: December 11, 2017
CONSIDERATION: Contract Price
Not to Exceed: \$44,000/yr

ADDITIONAL SERVICES (Describe Services, Amount, and Approval):

Date: _____ **Amount: \$** _____ **Authorized By:** _____
(Not to Exceed 10% of Contract Price) **City Manager**

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND RON'S
MAINTENANCE INCORPORATED**

THIS AGREEMENT is made and effective as of December 11, 2014, between the City of Agoura Hills, a municipal corporation ("City") and Ron's Maintenance Incorporated ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on December 11, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 11, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of 2 (two) years upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Forty-Four Thousand Dollars and Zero Cents (\$44,000) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except

for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees 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 Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) **Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.**

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured 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) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers 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 not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor:

Ron's Maintenance Incorporated
P.O. Box 4562
Downey, CA 90241
Attention: Ron Norman

14. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

15. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

All work during the term of the Agreement, Contractor shall be in full force and effect, in accordance with the terms of the Agreement and the performance of the services specified in the Agreement.

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to the Agreement and shall govern the interpretation of the Agreement. Any litigation concerning this Agreement shall take place in the municipal superior or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney's fees and litigation expenses for the relief granted.

No officer or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement. The Contractor, the Contractor's officers, directors and contractors for this project, shall neither receive or for one year thereafter, the Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in the transaction or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor, further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illice Buckley-Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Ron's Maintenance Incorporated
P.O. Box 4562
Downey, CA 90241
Ron Norman
213-359-3827
562-861-2418 (fax)

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

Scope of Services

The Selected Company shall furnish all expertise, equipment, materials, labor and resources to provide complete services necessary to fulfill the requirements as detailed below:

Task 1:

- 1.2 A preconstruction meeting will be held after the issuance of the contract to review catch basin locations under this contract, working hours, traffic control, and other pertinent information.
- 1.3 Contractor shall have a current City Business Registration before starting the job and shall be maintained active during the term of the contract.

Task 2:

- 2.1. The City will determine the number and locations of catch basins to be inspected and cleaned. Inspections and cleanings shall take place up to four (4) times per fiscal year during the contract term upon notice from the City. Contractor shall respond within 5 working days from e-mail/written notice from the City. All catch basin cleanings shall be completed within 14 days from the City's request. Cleanings typically occur before the beginning of the wet season (October 1) and after a major rain event.
- 2.2 Cleaning shall consist of removing accumulated trash, debris, and any vegetation growing within or around entrance to the basin from storm drain catch basin with CPS and catch basin outfall filters using a vacuum/hydrovac type truck or by hand to remove all waste. The filter screens shall be pressure washed/cleaned. Contractor shall contract a trash bin company from the list of City approved haulers to properly dispose of all waste according to all Federal, State, and local regulations, at no additional cost to the City. **The contractor shall provide written records to the City of tonnage of trash collected during the cleaning process.**

Task 3:

- 3.1 Contractor will perform an inspection of the CPS and Filter at the completion of cleaning. The inspection will include verifying the screens and filters are not ripped, damaged, bent, or collapsed and all bolts are still in place and secure. Contractor will report to City contact, Robert Cortes, within 7 days, any catch basins & filters that are damaged, bent, collapsed, or not secured in place. Contractor will provide

documentation of the inspection by supplying the City with a minimum of one before cleaning digital photo and one after cleaning digital photo for each catch basin cleaned, identified by location and identification number. City will provide identification numbers. Repairs for damages caused by the Contractor will be made at the Contractor's expense. Contractor is responsible for securely replacing manhole covers and bolts to the prior position. Any manhole cover bolts that are damaged/broken during cleaning operations, shall be replaced in kind at the Contractor's expense.

Task 4:

- 4.1 Contractor will provide all expertise, equipment, materials, labor and resources required to perform storm drain inspections cleanings of up to two-hundred and twenty five (225) storm drain catch basins, with CPS and catch basin outfall filters, up to four (4) times per fiscal year during the term of the contract.
- 4.2 A preconstruction meeting will be held after the issuance of the contract to review catch basin locations, working hours, traffic control, and other pertinent information.
- 4.3 Contractor will properly dispose of all waste/debris collected from the trash excluders in accordance with all Federal, State, and local regulations. Contractor will bear the cost of disposal for all waste/debris collected from the catch basins and filter baskets. Contractor shall use one of the City approved haulers.
- 4.4 The Contractor shall keep count and provide the City with the total number of catch basins cleaned and the total pounds of waste/debris that was collected within 30 days after each cleaning event.
- 4.5 All inspections and cleanings must be performed in accordance with Cal/OSHA requirements.

Task 5:

- 5.1 All confined entry must be performed per California Law. Contractor shall appoint an "Entry Supervisor" and shall identify, in writing, the appointed Entry Supervisor at the preconstruction meeting. Entry Supervisor must attend the preconstruction meeting. Entry into all manholes and all catch basins shall be governed by current Cal/OSHA requirements for confined space.
- 5.2 Working hours shall be limited to the hours between 7:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise approved or stipulated by the City in writing.

- 5.3 Work that will be performed in high traffic areas, i.e., Kanan Rd, Thousand Oaks Bl, Reyes Adobe Rd, and Canwood St is to be performed between 9:00 a.m. and 4:00 p.m., unless written approval for a variance is received from the City Engineer.
- 5.4 Contractor will provide appropriate traffic control following the most recent version of the California Manual Uniform Traffic Control Devices (MUTCD), including the section on Temporary Traffic Control and Traffic Control for School Areas and must conform to all City policies and requests for traffic control.
- 5.5 Contractor is required to obtain a no-fee Encroachment Permit from the City prior to starting of the project.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Storm Drain CPS & Filter Inspection and Cleaning Services:
\$35 per basin x 4 cleaning/inspections annually = Total not-to-Exceed \$31,500 annually.

Traffic Control Plan development is based on the creation of a maximum of 25 locations requiring the development of custom TCPs for a not to exceed price of \$11,800. This fee proposal does not include any fees, such as review or processing fees, which may be charged by public agencies, or plan sheet plots.

Cost associated with transportation and disposal of any identified hazardous waste identified during the term of this contract will be provided by KVAC Environmental Services upon waste classification and quantities of waste.