



REPORT TO CITY COUNCIL

DATE: JUNE 22, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER 
BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 
SUBJECT: APPROVAL OF A CONTRACTOR SERVICES AGREEMENT WITH ATHENS SERVICES FOR STREET SWEEPING SERVICES

Athens Services (Athens) has provided street sweeping services for the City of Agoura Hills since 2011. With their contract set to expire at the end of this fiscal year, staff began soliciting proposals on May 6, 2016. The services being requested consist of sweeping residential streets on a bi-weekly basis, arterial and collector streets weekly, the City Hall parking lot monthly, as well as, manually clearing the drainage swale on Buffwood Place. It should be noted, additional areas surrounding the arterial medians were added to the scope-of-work to assist with the City's ongoing water quality efforts to prevent trash and debris from entering the storm drain systems.

On May 26, 2016, the City received one (1) proposal from Athens. Based on the review of their proposal, and the level of service the City has received the past five years, staff does not believe it is necessary to seek additional proposals. The monthly fee rates contained in their cost proposal are as shown below:

	Residential	Arterial and Collector	Total Monthly	Annual
Athens Services	\$3,896.00	\$8,132.90	\$12,028.90	\$144,346.80

The proposed FY2016-17 project budget includes \$100,000 of Gas Tax funds, and \$50,000 of general funds which are accounted for within the NPDES budget. The term of the agreement would begin on July 1, 2016, pending the adoption of the FY2016-2017 budget by the City Council, and would expire June 30, 2019, and can be extended for a maximum of two years upon mutual agreement between the City and contractor. Prices may be increased or decreased annually by a percentage determined from the California Consumer Price Index. The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the contractor services agreement with Athens Services for street sweeping services.

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

NAME OF CONTRACTOR: Athens Services

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Greg Loughnane

CONTRACTOR'S ADDRESS: 14048 Valley Blvd.
La Puente, CA 91716

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Robert Cortes

COMMENCEMENT DATE: July 1, 2016

TERMINATION DATE: June 30, 2019

CONSIDERATION: Contract Price
Not to Exceed: \$150,000/yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
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Date: _____ **Amount: \$** _____ **Authorized By:** _____
(Not to Exceed 10% of Contract Price) **City Manager**

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND ATHENS SERVICES

THIS AGREEMENT is made and effective as of July 1, 2016, between the City of Agoura Hills, a municipal corporation ("City") and Athens Services ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2016, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of 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. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall

comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement..

5. 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 One Hundred Fifty Thousand Dollars and Zero Cents (\$150,0000) ("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.

6. 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.

7. 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."

8. 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.

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

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.

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

CITY OF AGOURA HILLS

Harry Schwarz,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Athens Services
14048 Valley Blvd.
La Puente, CA 91716
Attn: Greg Loughnane
626-336-3636 Office
818-897-5299 Fax

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

**EXHIBIT A
TASKS TO BE PERFORMED**

I. PROPOSED SCOPE OF SERVICES

Scope of Sweeping Services: The work covered by this contract consists of furnishing all labor, equipment, materials, and supervision to perform all work necessary to sweep streets at the designated locations within the City's limits as shown on the map in Exhibit "C". In addition to sweeping all curbs & nose medians within any curb mile, the contractor shall sweep all intersections, and the corners from any cross street intersecting the subject street. The City Hall parking lot (Exhibit "A") shall be swept once per month and the drainage swale on Buffwood Place (Exhibit "B") shall be swept twice per month by hand. Contractor shall make multiple passes when necessary to ensure the street is properly cleaned in accordance with industry standards and best management practices.

Note: Exhibit "C" is the map of the streets that are included in the scope of work. The Contractor shall prepare and submit a proposed sweeping schedule. The City of Agoura Hills reserves the right to review and approve the final sweeping schedule.

Street Type	Frequency	Estimated Curb Miles (Both Ways)
Residential Sweeps: Residential streets swept from 8:00 a.m. to 4:00 p.m.	Twice per month all year.	80
Collector Sweeps: Collector streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm	Twice per month all year except for streets noted in the list below.	50
Arterial streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm Agoura Rd – West City limit to Cornell Rd Kanan Rd – North City limit to South City limit Reyes Adobe Rd – Agoura Rd to the bridge at Yerba Buena School. Thousand Oaks Blvd – West City Limit to Argos St Argos St – Thousand Oaks Blvd to Driver Ave Driver Ave – Argos St Easterly Streets mentioned above, median curbs, and nose medians in said streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm	Once per week all year.	54
Additional Sweeping Requests	As needed	Per Hour
Estimated Total Curb Miles		184

Table 4.1 Curb Mileage Summary & Additional Areas to Be Swept or Cleaned

II. Guidelines

- A. **Additional Services:** Additional services including emergency call-outs, or assignments requested by the City, including event sweeping, shall be performed by the Contractor. Payment for said services shall be based on the hourly rate submitted by the Contractor in his/her proposal.
- B. **Changes in Service:** During the term of this agreement or any extension thereof, the city may elect to alter the frequency or number of miles of street sweeping services. Said increase or decrease shall be by written Change Order to the Contractor. The unit price for Change Order sweeping shall be at the contract price unit.
- C. **Contract Complaints and Deficiencies:** The City will notify the contractor by telephone and/or in writing of each contract complaint reported to or discovered by the City. Contractor shall respond back to the City within 24 hours providing the corrective action taken.

D. **Contractor's Employees/Equipment:**

1. **Employees:** Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who regularly come into direct contact with the public shall bear some means of individual identification, such as nametag or identification card.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver License issued by the State of California.

2. **Equipment:** The Contractor shall, as a minimum, keep their equipment well-maintained, neatly painted and meet other reasonable standards as may be established from time to time by the City Engineer. Adequate back up equipment must be available at all times to service the City.

The Contractor shall use regenerative air-based sweepers that collect material into self-contained hoppers for eventual ejection and disposal. All sweepers shall have a dust suppression system in operation while conducting the work. Swept streets shall be clear of dust, dirt, gravel, sand, glass and all other debris from curb to curb in a manner consistent with industry standards and best management practices.

Contractor shall submit in its proposal a listing of all equipment (including back up) he/she owns to furnish services under this agreement (including year, make, and condition). The city may at its sole discretion and expense, require an annual inspection of Contractor's equipment.

The contractor shall meet all applicable local, State, and Federal air quality laws, rules and regulations including but not limited to the South Coast Air Quality Management District (SCAQMD) Rule number 1186.1 relating to alternative fueled sweeping equipment. All sweeping equipment shall meet all applicable certification for PM10 and other pollutants as promulgated by the SCAQMD at the time of the award. Contractor is strongly encouraged to

provide vehicles operating on alternative fuels such as Liquefied Natural Gas (LNG) Compressed Natural Gas (CNG) or other fuels.

The Contractor shall provide and maintain during the entire period of the Agreement a fleet of vacuum and broom sweepers as appropriate for meeting all requirements of this Agreement and all regulatory requirements of outside agencies such as SCAQMD and the California Air Resources Board.

All vehicles must be maintained in good repair, appearance, and sanitary conditions at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The City's representative shall have the right to cease Contractor's operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during the performance of the Agreement.

The Contractor shall utilize a sweeper fleet appropriate for the type of service required in this Request for Proposal. The fleet shall be newer models of latest design and construction. **It is the City's desire to contract with a company that uses equipment with Advanced Street Sweeping Technologies such as Regenerative Air Street Sweepers.**

Any changes in the Contractor's street sweeping equipment from the initial equipment must have prior written approval of the City.

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company and telephone number on each side of the equipment. All equipment must be equipped in accordance with State laws, including hazard lights visible from the rear that operate independently of the brake lights.

Equipment shall not be more than five (3) years old at any time during the term of the Agreement. Deviations from this requirement must be reviewed and approved by the City. Equipment must be maintained clean at all times; mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when pick-up ability becomes impaired. The Contractor shall have available back up street sweepers to be used in case of equipment failure.

Sweepers must be equipped with mobile radio communications or cellular telephones to the Contractor's dispatch office, as well as GPS monitoring devices. Contractor will provide City with access to the GPS system which allows for the monitoring of each sweeper's current location, as well as previously traveled locations when requested.

At the request of the City Engineer, the City may require the installation of special odometers, time clocks or vehicle or vehicle speed monitors to verify the quality and quantity of the work performed.

E. Standard of Performance:

1. Curb to Curb

The entire length of all curbs (including median curbs, median noses, and curb returns), uncurbed pavement edges, flush and/or striped medians shall be swept each time the associated street is swept. The entire area of each intersection will be swept. The balance of each street shall be swept as needed. In any case, no debris shall be left any place on the street pavement after sweeping is completed.

2. Level of Cleanliness

Contractor shall remove debris from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task at no additional cost to the City. This action will include the removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the hopper by the operator or Contractor's personnel.

F. Sweeping Practices: The Contractor shall, at all times, use good sweeping practices and will be responsible to make adjustments to the equipment, as necessary. The Contractor must exercise due care so as to prevent spilling, scattering or dropping of refuse or waste water through the sweeping activity and shall immediately clean-up such spillage, dropping, or scattering. Sweeping practices include, but are not limited to:

1. Position gutter brooms at the proper angle to the gutter flow line, touching the curb.
2. Set the main broom in level position to assure debris pick up. Apply appropriate broom pressure for sweeping conditions to obtain a minimum strike pattern of five (5) inches.
3. Adjust spray nozzles to keep dust, caused by sweeping to a minimum.
4. Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other devices designed to direct debris or dirt into the path of the rear broom.
5. Sweeping speed shall be adjusted to street conditions with a maximum speed of five (5) miles per hour. Intersections and cross walks shall be swept at a maximum speed of three (3) miles per hour. The City may require the installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping.
6. Operate sweepers as close to the parked cars or other obstacles as safety allows.
7. Use common sense and good judgment at all times.
8. All work performed pursuant to this Agreement is subject to inspection by the City Engineer or his/her authorized representative. Areas found to be unsatisfactory shall be re-swept. No additional payment shall be made for such re-sweeping.

G. Routing and Sweeper Availability:

Schedule and Routes: Street sweeping routes and schedules shall be developed by the Contractor and shall be subject to the approval of the City Engineer or his/her authorized representative.

The Contractor shall coordinate its sweeping schedule with the garbage, green waste and recycling collection schedule of Waste Management, the City's residential Solid Waste Collector, such that sweeping services do not occur on the same day as trash services or otherwise interfere with trash and recycling collection services. Exhibit "C" shows the recommended sweeping schedule so as to not interfere with the waste collection schedule, but the contractor can work with the City to revise this current schedule.

1. The Contractor shall provide the City with route maps and sweeping schedules for all sweeping routes. Sequence of sweeping shall be provided to the City no later than fifteen (15) days prior to the initiation of sweeping operations or changes in operation. The City reserves the right to request routing changes at any time.

Hours of operation are subject to the approval of the City Engineer or his/her authorized representative. Residential streets are to be swept Monday through Thursday from 8:00 am to 4:00 pm. Sweeping of Arterials and Collector streets shall be from 9:30 am to 2:30 pm, and City Hall parking lot shall be swept before 7:00 am.

Days of operation are to be Monday through Friday unless otherwise approved by the City Engineer or his/her authorized representative.

2. The Agreement requires immediate availability of the sweeper between the hours designated by the City and upon completion of routes, on any day a full route scheduled, unless the City approved suspension of work due to inclement weather.

H. Construction Related Problems and Storm Debris:

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 100 feet of the construction site. The Contractor will be required to totally clean all debris carried by traffic to areas beyond these specific limits.

Cleanup of storm related debris must be completed no later than the next scheduled street sweeping day in any given area. Night time sweeping, as authorized by the City, may be permitted for storm clean up.

I. **Measurement For Payment:**

1. **Routine Services**

Payment for routine services shall be in accordance with the rate schedule submitted by Contractor and approved by City.

A. All Routine Services shall be paid based on the curb mile rate outlined in the Rate Schedule.

2. **Additional Services**

Emergency call-outs will be measure by the actual hours spent sweeping plus the shortest travel time either to or from the work site. Travel time longer than twenty (30) minutes must be justified in writing to the City. The hours will be calculated to the nearest one-quarter hour (15 minutes).

Special events sweeping shall be paid at the specified hourly rate based on the actual hours of sweeping.

A. Additional street sweeping services during regular working hours at a unit cost per hour (7:00 am – 4:00 pm, Monday through Friday).

B. Additional street sweeping services provided after or before regular working hours at a unit cost per hour. Sweeping Services scheduled to be performed outside the standard sweeping schedule hall be considered after regular working hours.

J. **Water Purchase:**

Contractor shall be responsible for obtaining access to and all costs associated with the purchase of water used for the Services performed. Las Virgenes Municipal Water District is the provider in this area.

K. **Transfer and Disposal of Sweep Waste:**

The Contractor shall transport and recycle/dispose of all sweepings in accordance with all City, County, State, and Federal requirements. Sweepings are not to be off loaded at temporary storage sites on City, State, or Federal property within the City limits. The City shall be notified which facilities are used to process sweeping waste. The Contractor shall bear all costs associated with the transfer and disposal of Sweeping Waste.

L. **Hours of Operation:**

Standard operating hours for sweeping under this Agreement shall be as agreed upon by the City and the Contractor, or until sweeping is completed. Residential streets shall be swept between 8:00 a.m. and 4:00 p.m. Arterials shall be swept starting at 7:00 a.m.

M. Holidays:

The following is a list of holidays on which contract service will not be performed:

LIST OF HOLIDAYS

New Years Day
Martin Luther King
President's Day
Memorial Day
Independence Day (July 4 th)
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

Special scheduling adjustments will be required when a holiday named herein falls on a weekday (Monday through Friday). During the week of a holiday, the Contractor shall adjust the weekly schedule to include sweeping services on Saturday starting at 8:00 AM, so as to return to the normal weekly schedule by Monday of the following week. All such adjustments must be submitted to the City representative 45 days prior to the holiday.

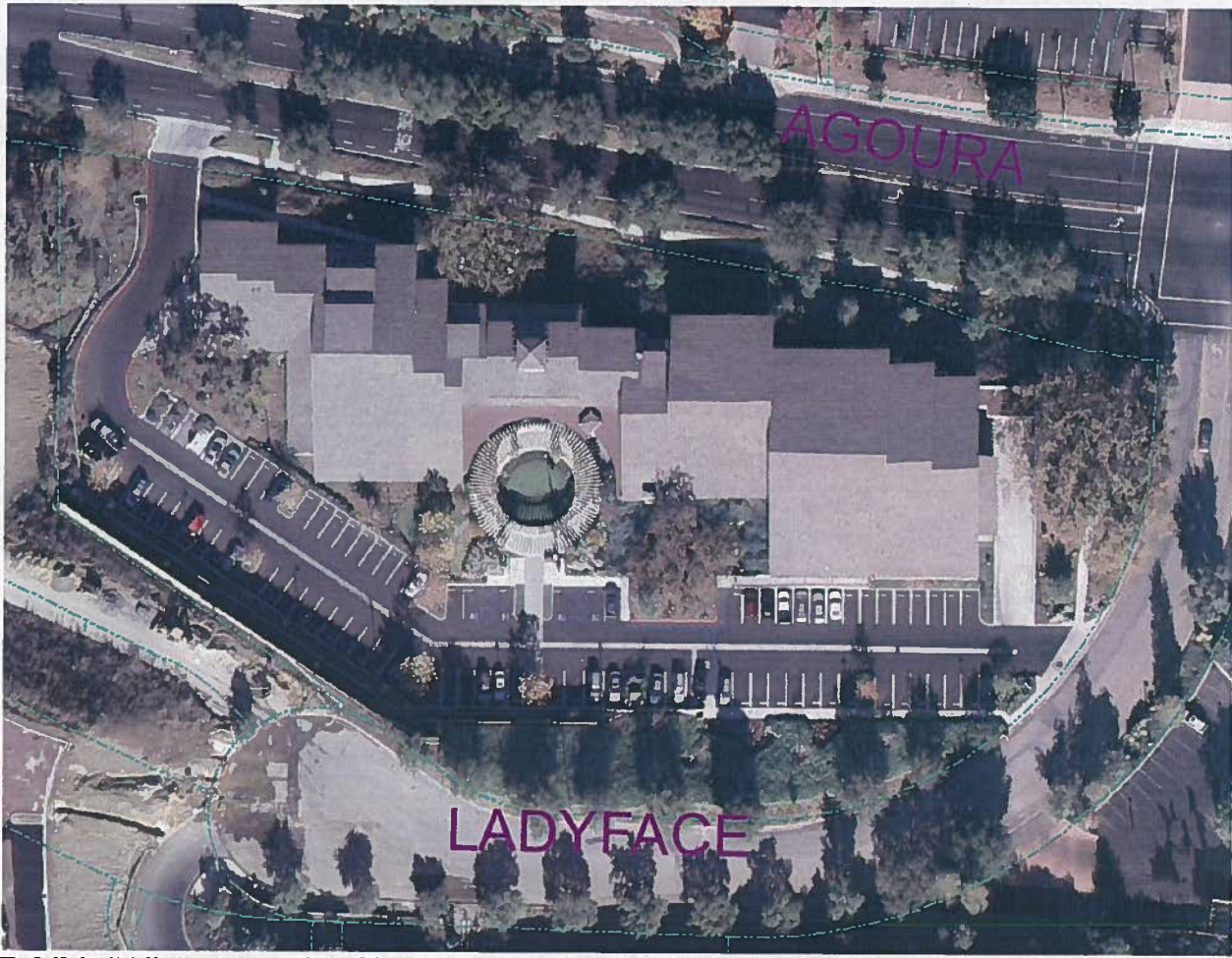


Exhibit "A" Agoura Hills City Hall and County Library Parking Lot



Exhibit "B" Drainage Swale Area at Buffwood Place North of Hillrise Drive

EXHIBIT C



Agoura Hills Street Sweeping



EXHIBIT B
PAYMENT RATES AND SCHEDULE

CITY OF AGOURA HILLS
PROPOSED RATE SCHEDULE

Name of the Contractor:	
Arakelian Enterprises, Inc., dba Athens Services	

Routine Sweeping Services:		
Residential streets (twice per month)	\$ <u>24.35</u> /Curb Mile	\$ <u>3,896.00</u> /Month
Arterial and Collector Streets (twice per month)	\$ <u>24.35</u> /Curb Mile	\$ <u>8,132.90</u> /Month

CITY OF AGOURA HILLS
PROPOSED RATE SCHEDULE

Additional Sweeping services:	
During Regular Working hours	\$ <u>125.00</u> /Hour In Words: One hundred twenty-five dollars & no cents
After Regular working hours	\$ <u>150.00</u> /Hour In Words: One hundred fifty dollars & no cents