



## REQUEST FOR PROPOSALS FOR STREET SWEEPING SERVICES

Release Date: July 21, 2022

Pre-Proposal Meeting: July 29, 2022

**Deadline for Submission: August 17, 2022, 5:00 p.m.**

Issued By:  
City of Lomita  
24300 Narbonne Ave  
Lomita, CA 90717

**CITY OF LOMITA  
REQUEST FOR PROPOSALS**

The City of Lomita is seeking written proposals for Street Sweeping Services as specified in Exhibit A: Scope of Services for a period of seven (7) years, with the option, at the City's sole discretion, to extend for up to three (3) additional years upon successful demonstration of exemplary contract performance. The services and tasks to be performed include the furnishing of all labor, materials, tools, equipment, supplies, tasks and incidental and customary work necessary to competently perform street sweeping services at various City of Lomita (hereinafter referred to as "City") locations.

This request for proposals (RFP) describes the minimum information that must be included in the proposal and the required scope of services as Exhibit A.

**GENERAL INFORMATION**

Proposal packages should include one (1) electronic version of the proposal on CD, flash drive, or by email. A hard copy may also be mailed or hand delivered during business hours. Contractor's cost proposals shall be submitted in a separate sealed envelope with the proposal. Each proposal must be submitted in a sealed envelope and clearly marked with the Contractor's name, address and phone number:

**“PROPOSAL FOR STREET SWEEPING SERVICES”**

If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If one document is not clearly marked “ORIGINAL”, the City reserves the right to use any of the proposals as the Original. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

Proposals are to be submitted to the City on or before August 17, 2022 at 5:00 p.m. Proposals received after the stated deadline shall not be accepted. Proposal packages are to be delivered to:

City of Lomita, City Clerk's Office  
Attn: Carla Dillon  
24300 Narbonne Avenue  
Lomita, CA 90717  
PublicWorks@lomitacity.com

Proposals will not be opened at the deadline to submit date, but will be submitted to the Public Works Department for verification and compliance with specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate.

A schedule of key dates follows:

ACTION ITEM	DATE(S)
Issue Request for Proposals	July 21, 2022
Pre-Proposal Meeting	July 29, 2022
Last Date for Questions	August 3, 2022
Latest Response Date from City on Questions	August 9, 2022
Proposals Due	August 17, 2022
Conduct Interviews (optional)	August 22-23, 2022
Recommend Firm Selection to the City Council	September 6, 2022
Complete and Execute Agreement	September 14, 2022
Notice to Proceed	September 29, 2022

It is the intent of the City to award a Professional Services Agreement (template attached as Exhibit D) in a form approved by the City Attorney, to the selected Contractor. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with the RFP requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent and the City may award two or more Agreements to different Contractors to ensure the City gets the best quality, and most comprehensive work at a reasonable price. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City.

**PROPOSAL CONTENT**

All printed proposals shall be submitted as a bound document on standard 8.5” by 11” paper and page numbers on all pages. The proposal documents included in this RFP shall be completed by the company and submitted in the following order:

- i. Cover Letter: Provide a one-page cover letter, which includes the firm name, name, address, and telephone number of the person(s) to be used for contact who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the bidder and to bind the applicant in a contract. The cover letter will include a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. **Any exception on the Contractor's behalf must be stated in the proposal cover letter.**
- ii. Table of Contents: A comprehensive table of contents of the material, including page numbers, should be included in the beginning of the proposal.
- iii. Completed Forms as follows, with accompanying documents:
  - a. Proposer’s Statement of Qualifications Form

- b. Cost Proposal Form
- iv. Other requested information:
  - a. Financial Statement. The most current and available presentation of the true condition of the Contractor's assets, liabilities and net worth. This report should include a balance sheet and income statement. If the Contractor is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If Contractor is a publicly held corporation, the most current annual report should be submitted.
  - b. Corporate Structure/Organization. Describe how Contractor is organized, noting major divisions and any parent/holding companies. Provide the proposed organization structure under which the Contractor will provide the requested services to the City including all key personnel.
- v. Any materials not specifically requested for the evaluation, but which the proposer wishes to submit. This may include sales brochures, photographs, general narrative or additional services the Contractor may wish to provide.

## **QUESTIONS**

Questions about this RFP should be submitted by email to Public Works Director, Carla Dillon, [PublicWorks@lomitacity.com](mailto:PublicWorks@lomitacity.com), no later than August 3, 2022. Responses to all questions will be posted by August 9, 2022 to the City's website at <https://lomitacity.com/current-bids-rfps/>.

## **EVALUATION CRITERIA AND SELECTION PROCESS**

It is the City's intent to select the Contractor(s) with the best combination of qualifications and cost proposal. The selection committee will rank the proposals based upon the materials submitted by the proposing Contractors. The City may request a Contractor to submit additional information pertinent to the RFP. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Bidder. The City retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible.

The selection committee may choose to interview closely ranked Contractors but will not expect or schedule time for elaborate presentations. The City's decision on qualification will be based on the evaluation of several factors including but not limited to the following:

1. Relevant work experience
2. Experience of key personnel
3. Completeness of the proposal
4. Compliance with RFP
5. Customer references
6. Cost proposal

Following the selection of the most qualified Contractor(s), a final budget, schedule and final Scope of Services will be negotiated before execution of the Professional Services Agreement. A template Professional Services Agreement is attached to this proposal as Exhibit D. Modifications may be made to this template by the City as necessary during the negotiation process.

The City shall attempt to negotiate an agreement to perform the work with the Contractor(s) considered to be the most qualified. Should the City be unable to negotiate a satisfactory agreement with the proposer determined to be most qualified, at a price the City determines to be fair and reasonable, negotiations with that proposer will be formally terminated. The City shall then undertake negotiations with the next qualified proposers individually until an agreement is reached.

The selected Proposer(s) (or Contractor(s) as referred to in this RFP) will enter into a professional services agreement with the City to provide these services.

## **GENERAL TERMS AND CONDITIONS**

1. All proposals submitted in response to this RFP will become the sole property of the City upon submittal and a matter of public record pursuant to applicable law.
2. The cost of preparing and submitting a proposal is the sole responsibility of the Contractor(s) and shall not be chargeable in any manner to the City.
3. Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful Consultant.
4. Any documents or drawings resulting from the contract will be the property of the City of Lomita.
5. The proposal shall be valid for a minimum of 90 days.
6. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addendums will be posted on the City web site for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal.
7. All work shall be provided in a professional workmanlike manner in accordance with all applicable laws, regulations and policies, including, but not limited to, all Federal, State and Local safety rules and regulations.
8. The successful Contractor(s) must obtain a City Business License and show proof that they possess any required licenses by the State of California in conformance with performing the duties under this contract.
9. Contractor(s) are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. California State prevailing wage information is available through the California Department of Industrial Relations website at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). Attention is directed to the provisions of Sections 1777.5 and 1776.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Labor categories subject to prevailing wage requirements,

when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Contractor's failure to pay prevailing wages in accordance with State law.

10. The awarded Contractor(s) will be required to submit all bills to the City in the format requested by the City's Public Works Department segregated by category and documentation. The City will request that Pacific Coast Highway and Western Ave are separately itemized in the invoice. Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provisions of this agreement.
11. The Request for Proposals does not commit the City to award a contract, to pay any costs incurred in preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the City to do so. The City may require the proposer selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.
12. Contractor, at Contractor's sole cost and expense and for the full term of the resultant agreement or any extension, shall obtain and maintain at least all of the insurance requirements of the City.

## **EXHIBITS**

Exhibit A – Scope of Services

Exhibit B – Proposer's Statement of Qualifications Form

Exhibit C – Cost Proposal Form

Exhibit D – Professional Services Agreement Template

Exhibit E – Street Sweeping Maps

Exhibit F – Private Street Map

## **EXHIBIT A**

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### **SCOPE OF SERVICES**

## Scope of Services

### SCOPE OF WORK

Contractor shall provide all labor and equipment necessary to perform street sweeping services in the City of Lomita in accordance with this Agreement, on the following terms and conditions.

All streets and alleyways in the City- with or without curb and gutter - must be swept under the terms of this agreement in addition to the specified parking lots. Each section or portion of street that is posted with "street sweeping signs" that temporarily prohibit vehicular parking during the posted times, shall be swept during the posted times. Each section or portion of street that is not posted, either with or without curb and gutter, shall also be swept, according to the schedule provided by the City. Every attempt shall be made to sweep curbside of each street unless prohibited by vehicles or other obstructions that render the provision of service impossible or hazardous in each specific circumstance.

As non-posted streets become posted, the cost for including assurance for sweeping each curb line and gutter or each curbside shall already be included in the unit price for this proposal. Therefore, the event of adding posted streets individually or en masse shall not constitute an increase in the scheduled and required service provision or compensation thereof under the terms of this contract, and shall not be considered, classified or categorized as extra nonemergency work.

The City has recently approved new maps for sweeping, Attachment A. The City Council may consider changes to the maps prior to City modifications of the signs, and at any time during the agreement period. It has been noted that several streets were missed on the maps, and will likely be added to the maps at the start of the contract:

- Woodward Ave from 245<sup>th</sup> St to Lomita Blvd
- 247<sup>th</sup> St from Abita Ave to Walnut St
- Abita Ave
- Cayuga Ave from 258<sup>th</sup> PI to 259<sup>th</sup> St
- Fairview Ave from Appian Way to 263<sup>rd</sup> St

Any special attention areas may be added to the list at a later date or covered under an hourly non-emergency basis.

#### A. Definitions

1) "Streets" shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City.

2) "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper.



3) "Curb-mile" means a swept path not less than eight (8) feet wide for a cumulative total length of 5,280 feet.

4) "Roadbed" means entire street pavement from curb to curb.

5) Hand Sweeping/Vacuuming

Contractor shall remove all visible debris along curbs and medians. Some cul-de-sacs and parking lots require hand sweeping of the corners or vacuumed into the sweeper. Compensation for hand-sweeping/vacuuming shall be considered as included in the scope of work for basic sweeping service, and no separate payment will be made therefore.

6) Scheduled Machine Street Sweeping

Regular machine sweeping of streets shall be accomplished in accordance with additions or deletions as allowed in PARAGRAPH 3.17, ADDITIONS/DELETIONS. Sweeper shall not limit the number of times that the sweeper debris hopper is emptied for any given route in order to meet quality standards identified in PARAGRAPH 3.04. Sufficient water must be used to prevent visible dust.

7) "CITY" or "The City" refers to the City of Lomita

8) "Contractor" or "The Contractor" refers to the winning bidder with whom the City of Lomita approves to begin street sweeping work.

9) Business Hours. For the purposes of this contract, business hours shall be considered from 6 AM to 4 PM Monday through Friday.

## **B. Description of Required Services and Experience**

General. The primary objective of street sweeping is to pick up all debris to ensure the free flow of water in the gutter, reduce materials entering the storm drain system, and to maintain the streets in a state of cleanliness. Contractor shall remove all debris from all streets according to sweeping maps (Attachment A).

In addition, all City parking lots are to be swept on a weekly basis. These include:

- City Hall/County Building and Safety and Hazardous Materials/County Library parking lot located southeast of the intersection of Narbonne Avenue and 242nd St.
- The City-owned Parking Lot located at the Northeast corner of Narbonne Avenue and 245<sup>th</sup> St. (not currently posted with designated time frames for street sweeping).
- The series of "angled parking stall- parking lots", in addition to and including the accessible locations of their collective contiguous drainage channel. Both the angled parking stall-parking lots and the drainage channel are located along the

west side of Narbonne Avenue, spanning from approximately the northern border of the City to the intersection of Narbonne Avenue and Lomita Boulevard.

- City Lot on the west side of Narbonne
- Two City lots on Eshelman at Lomita Park
- City lot at the Railroad Museum

Items of excessive size, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the sweeper by the Contractor. Sweeping shall normally consist of a single pass over an area. Additional passes shall be made as necessary when conditions warrant special attention. Debris collection may require more than one pass in order to sufficiently clean the street. In addition, if sweeper is unable to capture debris around or adjacent to a bulb out, operator shall be required to physically pick up and remove debris or move debris into the path of the sweeper to ensure removal from the area being swept. This service shall be included in the price at no additional cost to the City.

The City of Lomita does possess significant topographical elevation changes that will create additional surface runoff during the rainy season. Services should include and designate the ability to provide equipment capable of cleaning with a brush, when the City requests the service, under conditions that produce mud or excessive rain-related debris carried onto the streets. In particular, this scenario has historically occurred on the streets immediately south of Pacific Coast Highway, such as Hillworth Avenue, Saddle View Road, Pennsylvania Avenue, Viana Avenue, Cypress Street, Lucille Avenue and Narbonne Avenue.

In addition, the City, related to the National Pollution Discharge Elimination Systems (NPDES) permit, does have high priority storm drains for cleaning drains. The City intends the Contractor to be able to adequately clean the streets that directly feed the storm drains, in particular, and it is these streets that would likely be the prime candidates to receive extra non-emergency work in times when additional debris collects. In order to provide sufficient coverage for street sweeping pertaining to the above mentioned NPDES ranked storm drain system, sweeping will be requested and compensated in accordance with Sections below, dependent upon the nature of the City's request.

#### Extra Sweeping - Emergency

There shall be a maximum two-hour response time for emergency sweeping. Emergency sweeping shall be paid at the rate shown on the proposal sheet.

#### Extra Sweeping - Non - Emergency

Non-emergency sweeping shall take place no later than the same or next business day after requested by the City or the scheduled date. Non-emergency sweeping shall be paid at the rate shown on the proposal.

### Miscellaneous

The City may on occasion have need for sweeping services for sidewalks or the downtown area

### Schedule Variations

Whenever the schedule of work is not followed, for any reason, the Contractor shall notify the City.

In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, the Contractor shall make every reasonable effort to provide services during the schedule time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, the Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity on the same day, without impacting the existing, established schedule or causing additional neglect to streets requiring sweeping on the designated day within the designated time frames.

In the event that equipment or operator failure results in designated streets being neglected and, the Contractor shall be responsible for recording and reporting the neglected sweeping noted in the Deficiency/Missed Area Report and reduce the City's invoice proportionately for services not rendered.

Failure of the Contractor to account for and report on the applicable monthly billing statement, of neglected streets not swept during regularly scheduled time frames due to the Contractor's failure to provide services, may be construed as a material breach of contract. If contractor neglects sweeping on designated street, he shall sweep the street at his sole cost, at the City's request or discretion.

### Experience

The successful Contractor shall have at a minimum five (5) years' experience in Municipal Street sweeping having successfully undertaken contracts in at least 3 municipal jurisdictions.

Areas to be Cleaned. All City streets including arterial, collector, industrial, residential and commercial, cul-de-sacs, alleys, parking lots, and median curbs shall be swept. The frequency shall be once per week, twice per month, once per month according to the Exhibit E maps.

The entire length of all curbs (including bulb outs, median curbs and curb returns), uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved median noses shall be swept each time the associated street is swept. The entire area of each intersection shall be swept. The balance of each street shall be swept as needed. In any case, no debris shall be left on the street pavement after sweeping is completed.

Within parking lots or other parking areas, debris caught between car stops and major crevices, Contractor shall blow out debris to allow sweeper to pick up or pick up by hand.

Standard of Performance. The Public Works Director, or designee, will make the final determination as to whether the work has been satisfactorily completed and may order the Contractor to re-sweep areas not swept or cleaned in a satisfactory manner. In the event the results of a sweeping are considered unsatisfactory, the Contractor shall sweep or clean the unsatisfactory area again at no cost to the City, within twenty-four (24) hours of request without interruption to the regular street sweeping schedule.

Additional Services. Additional services may include emergency call-outs or other instances as requested by the Public Works Director, or designee. Such services will be requested orally or in writing at least twenty-four (24) hours in advance, whenever practical, except for emergency call-outs. No request for additional services shall necessitate the simultaneous assignment of more than one (1) sweeper unless a greater number is agreeable to the Contractor. Payment for such requests shall be based upon the rate specified in Exhibit C.

### **C. Changes in Services**

During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or amount of street sweeping services. The 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 unit price specified in Exhibit C. The proposal shall also include a net increase in curb-miles that would trigger a change order and the rate of additional miles or added time.

### **D. Schedule of Performance**

#### Street Sweeping Schedule

1) Days. Routine street sweeping shall be conducted Tuesday through Friday unless otherwise approved by the Public Works Director.

2) Hours. Standard operating hours for sweeping under this Agreement shall be determined by the City and the Contractor in accordance with approved maps (Exhibit E). The City will recently approved the sweeping schedule maps and may consider amendments prior to implementation. Following award of the contract, City staff will begin to make changes to street sweeping signage, and anticipates a grace period for parking enforcement of new schedules.

Contractor shall complete all sweeping as scheduled; mechanical failure or personnel problems shall not be the acceptable reason for failure to perform services. No changes to the sweeping schedule will be allowed without the prior approval of City.

3) Holidays

All sweeping is to be completed according to Exhibit E, except on the following Holidays:

New Year's Day, January 1	Day after Thanksgiving Day
Martin Luther King Jr. Day	Christmas Day, December 25
President's Day	December 26
Memorial Day	December 27
Independence Day, July 4	December 28
Labor Day	December 29
Veterans Day	December 30
Thanksgiving Day	December 31

The City will not pay for sweeping services on Holidays, as services will not be provided.

### **E. Changes in Schedule Due to Weather Conditions**

Scheduled sweeping shall not be canceled for inclement weather by the street sweeping Contractor without approval of the Public Works Director or her/his designee. During inclement weather a two-hour standby period will be observed before a day of scheduled sweeping will be canceled. City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to inclement weather and cancellations without the approval of the Public Works Director or her/his designee.

### **F. Disposal and Recycling of Materials**

The Contractor shall transport and dispose of all sweeping in accordance with all City, County, State, and Federal requirements.

To the extent possible, Contractor shall divert or compost all street sweepings from landfills. Contractor shall be entitled to no other income, expenses or charges from the City for disposing of sweepings at any disposal site within or outside the City limits. The Public Works Director may, at any time, require the Contractor to relocate, completely remove or discontinue use of such disposal sites.

The Contractor shall report on a monthly basis the tonnage of sweepings collected and the tonnage disposed of at a composting or recycling center and the name and address of the facility. The contractor shall also provide the city with the pertinent information from the composting or recycling facility certifying the % of material processed that is disposed at landfill and where is material sent after collection and processing at the facility.

### **G. Street Sweeping Equipment**

The Contractor shall, as a minimum, keep their equipment well-maintained, neatly painted and meet other reasonable standards as may be established by the Public Works Director. Adequate back-up equipment must be available at all times to service

the City. Contractor shall submit in its proposal a listing of all equipment (including back-up equipment) proposed to furnish under this Agreement (including year, make, and condition). The City may, at its sole discretion and expenses, require an annual inspection of Contractor's equipment.

The Contractor shall use a sweeper fleet appropriate for servicing the City including streets, medians, alleys, parking lots, and angled parking. It is the Contractor's responsibility to determine the best sweeper for each area to be adequately and safely swept. The fleet shall include 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 the South Coast Air Quality Management District (AQMD), the California Air Resources Control Board, and the Municipal NPDES Permit No. CAS004004.

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

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. A City representative shall have the right to cease Contractor's operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during performance of the Agreement.

All vehicles and equipment used by the Contractor within the City limits must be clearly identified, on each side of the vehicle or equipment, with the name of the Contractor and telephone number.

The contractor shall have a magnetic sign easily legible from a distance of fifty (50) feet along indicating this sweeper is providing service under a contract with the City of Lomita. All equipment must be equipped in accordance with State laws, including safety hazard lights visible from the rear that operate independently of the brake lights. Sweepers must be equipped with mobile communications to the Contractor's dispatch office.

Equipment and Use of Equipment. Contractor's street sweeping equipment shall meet the following requirements:

- A. Contractor shall use street sweeping equipment in conformance with the highest standard of street sweeping. Street sweeper speed and broom pattern shall be in accordance with the manufacturer's recommendations. While operating, street sweepers at work shall not exceed a **maximum speed of 7 mph**; sweepers when driven shall have a maximum of the posted speed limit.

- B. Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City streets of paper, dirt, rocks, leaves and debris.
- C. Contractor shall maintain all equipment. Equipment should be clean and in good mechanical condition, uniformly painted and numbered.
- D. Contractor shall use equipment deemed acceptable by express approval of the Public Works Director. The Contractor shall provide a minimum of one (1) relief sweeper for each sweeper planned to be used to perform the contract work. The Contractor shall have all sweepers return to the contractor's yard for washouts and hopper cleaning. All equipment shall be:
  - a. Standard full size motorized street sweeper;
  - b. An air regenerative sweeper equal to or larger than a Tymco 600, or shall be a vacuum sweeper with equal pick up capabilities, with dual gutter brooms;
  - d. No more than five years in age;
  - e. Maintained in top running condition, including arriving clean, in proper working condition, and fueled for each daily schedule;
  - f. Equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time;
  - g. Equipped with a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Lomita". The sweeper shall also be identifiable with the company name and phone number on each side along with office telephone number.
  - h. Alternative equipment may be used for specific areas (i.e. narrow streets and alleys) if noted in the proposal with detailed explanation provided.
- E. Contractor's equipment shall be subject to inspection by the Director of Public Works or Designee and upon notification in writing to the Contractor that any equipment does not comply with the standards herein, such equipment shall be removed from, service by the Contractor and not again so used until inspected and approved in writing by the Director or of Public Works or Designee.
- F. Sweeper must have a dual cutter broom.
- G. All vehicles shall be equipped with an operational rotating amber light when parked or used on public streets. Contractor shall use light warnings instead of loud sound signals except where required by law for the protection of personnel.
- H. The Contractor shall submit a list of equipment he/she intends to use in the City of Lomita as part of the proposal package.

- I. Water for Dust Control. The Contractor shall provide sufficient water for use street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor provided a metering device is used to record usage. The Contractor is to coordinate with the Public Works Director in advance to identify the regular location(s) for water access. Access to water/hydrants without a meter is prohibited. All water provided by the City must be metered by devices rented (with deposit) to the Contractor. Contractor shall bring any such metering devices to the City's Public Works Yard to be read at a date to be determined by the Public Works Director. Contractor shall comply with all rules and regulations of the City relating to the use of water. Failure to comply may result in the City's refusal to furnish water to the Contractor. If Contractor obtains water outside of the City water service area, the contractor is responsible for payment to water purveyor. Within the City of Lomita, Cal Water provides water service to a small region in the southwestern section (Palos Verdes Dr N west of Western, Via Madonna, Via Marquette, Rolling Vista Dr, etc) of the City. To the southeast of Western and Palos Verdes Dr N, LA Department of Water and Power has limited service. The magnetic sign stating service being provided under Contract for Lomita shall be visible while obtaining water from hydrants.

#### **H. Special Equipment**

The Contractor shall have all sweepers servicing the City equipped with a GPS Navigation System which provides:

- real-time GPS tracking of vehicles with a maximum update time of three (3) minutes;
- historical GPS data by vehicle for a minimum of sixty (60) days;
- speed monitoring of vehicle;
- Report capability on demand, to provide activity data, route, start/stop times and locations, idle time, speed record by day or route.

#### **I. Equipment Storage**

The Contractor shall be responsible for all costs associated with equipment storage. No material and equipment shall be stored where it will interfere with the free and safe passage of public or traffic. At the end of each day's work and at all other times when sweeping operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the roadway and open it for use by traffic.

#### **J. Traffic Counters**

The City may at various times and locations temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by the Contractor to avoid damaging said equipment. If the Contractor, while in the performance of its contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, the Contractor shall bear the entire cost for the restoration, repair,



inspection, testing or replacement of said damaged equipment. The City will endeavor to let the contractor know of the location of any such equipment it has requested to be placed in the roadway.

#### **K. Parking Enforcement Officer – Coordination**

The City may use a Parking Enforcement Officer to cite vehicles for parking during street sweeping hours. The Contractor shall coordinate their sweeping activities with the Parking Enforcement Officer, including route of travel. All costs for coordination are the responsibility of the Contractor, and no additional compensation will be allowed. The City's Parking Enforcement Officers will follow the chain of command in identifying deficiencies or missed areas.

#### **L. Contractor/City Communication**

Throughout the period of this Agreement, the Contractor shall establish and maintain an office and have an authorized Supervisor as the point of contact for communications with the City.

The Contractor's office shall have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by the City. Contractor shall respond and provide emergency service within three (3) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

Contractor shall report to the Director of Public Works any encroachment of vegetation which impairs one's ability to sweep.

The Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor.

#### **M. Contractor's Employees**

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City. Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License as applicable issued by the State of California.

Should for any reason an employee be unsatisfactory in the opinion of the City, the Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory employee.

Prior to returning a removed employee to work within the City, the Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with its employees working within the City will result in sweeping operations being suspended until further notice, and cause for contract termination. The City may enter a contract with another party for street sweeping services during such a suspension, and the Contractor will be liable for all costs. A review for possible contract termination will be initiated by the City if Contractor has three (3) incidents of employee misconduct any time during the first five years of approved contract for street sweeping services.

Level of Supervision. The Contractor shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor or his/her representative shall check with the Department of Public Works weekly as to (1) schedule of work, (2) complaints and (3) adequacy of performance. The Supervisor shall be in the City at least 10% of the time while work is in progress. The Contractor shall be penalized Five Hundred Dollars (\$500) per month for failing to have a supervisor in the City at least 10% of the route hours per month.

Approval of Supervisor. The Supervisor shall be someone other than the labor type of employee provided in this agreement. The Contractor shall provide in writing to the City (before starting work under this agreement) the name of the Field Supervisor. After approval of the Field Supervisor, the Contractor may substitute another individual provided the Contractor makes a written request to the City and said request is approved. The Supervisor should have at least two years practical experience in supervision.

Emergency Telephone Numbers. The Contractor shall provide the City throughout the duration of this agreement at least two (2) telephone numbers of qualified persons who can be called anytime that the Contractor's representative is not immediately available at the job site. An emergency 24-hour number shall also be provided. The emergency number shall be to contact a representative of the Contractor who can take the necessary action required to alleviate an emergency condition.

#### **N. Sweeping Practices**

The Contractor shall at all-time use good sweeping practices as dictated by standards within the sweeping industry and will make adjustment to its equipment as necessary. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering. Sweeping practices include, but are not limited to the following:

- 1) Sweeping speed shall be adjusted to street conditions with a maximum speed of seven (7) miles per hour. Patterned concrete medians, intersections, and crosswalks

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. The City may consider alternate speeds if manufacturer's recommendation and industry standards state that alternate speeds are safe and effective.

2) Sweepers shall be operated as close to parked cars or other obstacles as safety allows.

Barriers. The Contractor shall provide all labor, materials and equipment to install barriers advising the public of hazards due to cleaning. Upon completion of the work, the Contractor shall promptly remove all signs and warning devices.

When performing work under this agreement, should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard. The necessary warning and protective ensures shall be furnished and installed by the Contractor, at the Contractor's expense.

Possible Area Closure. In the event any of the work area is unusable for any reason, including acts of nature or vandalism, the Director of Public Works may declare a closure of any portion of the work area. The Contractor shall not be entitled to compensation for any portion of the work area closed by the Director of Public Works.

Parking Lot Cleaning. Prior to sweeping, the Contractor will inspect parking lots for areas of heavy oil deposits or excessive oil buildup, and where present will be treated with absorbent material to absorb excess oil. Absorbent will be swept up and disposed in designated container for oily waste at the City yard.

Materials to be Provided by Contractor The Contractor at his/her own cost and expense shall furnish all necessary materials, and tools supplies of good quality and in the amounts necessary to fulfill this agreement and to accomplish an acceptable and professional level of cleaning.

#### **O. Routing and Sweeper Availability**

Street sweeping routes shall be developed and proposed to the City by the Contractor and shall be subject to the approval of the Public Works Director. Routes and schedules shall be consistent with the Street Sweeping Scheduling Maps (Exhibit D) and the sweeper shall stay off of private streets (Attachment F). The City will consider requests by the Contractor for minor modifications to the Scheduling Maps if included in the proposal. Changes to the street sweeping schedules require City Council approval.

Sweeping routes shall be provided to the City no later than seven (7) days prior to the initiation of sweeping operations or changes in operation and subject to the Public Works Director approval. The City reserves the right to request changes in routing or

hours of operation at any time. Any and all sweeper breakdowns and repairs shall be reported immediately to the Public Works Director, or designated representative.

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

#### **P. 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 five hundred (500) feet of an identified construction site, and is reported immediately to the city when discovered. However, the Contractor is required to totally clean all dirt and debris carried by traffic to areas beyond this limit. Storm clean up and sweeping must be completed as soon as possible. Night sweeping may be permitted for normal storm cleanup, if authorized by the City.

#### **Q. Records and Reports**

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

- 1) Daily Log Report. The Contractor shall keep a daily log of all streets swept and a description of any special services performed. The log shall be signed by the Supervisor on a daily basis. Each month, a report shall be prepared from the daily log giving a brief description of all routine special and emergency activities. The log should also include data such as date, time, and speed with which sweeping occurred each day.
- 2) Deficiency/Missed Area Report. The Contractor is required to correct any deficiencies in sweeping and state the reason. Recurring deficiencies will require a corrective action plan. Any missed streets, routes or lots shall be proportionately deducted from the invoice.
- 2) Emergency Calls. The Contractor shall maintain a log of emergency calls for the City, and information shall be submitted to the City, as part of the monthly report, in an easy to read format.
- 3) Amount of Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris collected and disposed during sweeping activities. This information, required as part of the City's NPDES permit, must be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.
- 4) Recycled Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris deposited at a composting or recycling facility. The record shall also identify the name and address of the facility along with other required information. This information shall be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.

5) Complaints. Complaints received by the City regarding the Contractor's performance will be transmitted to the Contractor's office in writing, by telephone, or email, and handled by the Contractor's Supervisor. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Contractor. A report of the Contractor's investigation and the corrective action taken shall be made promptly by the Contractor to the Public Works Director.

Repeat complaints may be handled by a joint visit to the site by a City Inspector and Contractor's Supervisor. Complaints received directly by the Contractor shall be submitted in writing electronically to the City on the day such complaints are received. Contractor shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City each month.

6) Equipment Maintenance/Repair Report. Contractor shall report any maintenance or repairs done on street sweepers servicing the City. This information shall be submitted as part of the monthly report in an easy to read format.

### **R. Restoration and Repair, Obstructions and Clean Up**

The Contractor shall become familiar with all existing installations, both public and private, on the work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. All fences, wall, slopes, landscaping, and other obstructions which are removed, damaged, or destroyed in the course of work shall be replaced and/or repaired, at the Contractor's expense, to the original condition and to the satisfaction of the City. Failure to have such damages repaired in a timely manner will result in the City deducting from the Contractor's payment the cost to perform the necessary remedial work.

Spills Material or Equipment Spills. The Contractor shall make additional passes on street routes to pick up any spillage of sweeping materials, debris dropped during turns, or crossing of cross gutters prior to moving to the next area.

The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance must be made by the operator and the area cleaned within two hours. If it is determined by the Public Works Director, or his designee, that the Contractor has failed to execute a proper cleanup, any/all costs incurred by City to do so will be deducted from the following invoice to be paid to Contractor.

### **Stormwater BMPs, Training, and Documentation**

The contractor shall comply with stormwater-related training required under Municipal NPDES Permit No. CAS004004. This may involve implementing and maintaining specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they

have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect to the City.

### **S. Miscellaneous Safety and Other Regulations**

1) Equipment and Vehicle Defects. All equipment or vehicle defects disclosed by any governmental official and not requiring immediate correction shall be corrected by the Contractor within two (2) weeks of notification.

### **T. Cooperation with Utility and Other Companies**

Work within the City by utility and construction companies may be progressing concurrently with the work under this Agreement. It is the responsibility of the Contractor to be informed of work planned by these parties and to coordinate street sweeping work accordingly. The City requests that utility companies avoid work in street on posted street sweeping days; however, that is not always possible.

### **U. City Special Events**

Contractor will provide street sweeping services free of charge in conjunction to a maximum of three (3) "Major" City sanctioned special events each year. City will provide Contractor thirty (30) day prior notice of scheduled event. The sweeping would be focused in the event area and associated City parking lots.

### **V. Contract Term**

The term of the contract shall be for a period of seven (7) years, with an option for renewal for three (3) one-year extensions, on an annual basis, based on the contractor performance. The City reserves the right to unilaterally terminate the Agreement at any time upon thirty (30) days written notice to the contractor.

If the City chooses to extend the contract, a formal letter will be sent to the contractor advising contractor of the one (1) year extension. This process will be used for each of the optional two (2) years. In determining whether the Agreement should be extended, the City will evaluate the performance of the contractor and determine whether the contractor's performance is satisfactory.

Escalation. This contract will be amended annually on October 1st to adjust prices for inflation. If the Consumer Price Index ("CPI") for August is greater than the CPI last published for August of the previous year, then the monthly contract amount shall be increased in the same proportion that the CPI in August bears to the CPI last published in August of the previous year. Provided that, if, on September 1, the CPI last published for August is less than the CPI last published for April of the previous year, then no adjustment shall be made in the monthly contract amount, whether or not such monthly contract amount was increased the prior year. For the purposes of the escalation factor, the Consumer Price Index used shall be that published by the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index ("CPI") for all urban consumers in the Los Angeles-Long Beach-Anaheim statistical area. City of Lomita will continue to pay the monthly contract amount previously in effect until the

increase, if any, is determined. Thereafter, the monthly contract amount will be paid at the increased rate until the next adjustment date. In the event the compilation or publication of the CPI is transferred to any other governmental department or bureau or agency or is discontinued, the index most nearly the same as the CPI will be used to make such calculations. The maximum increase in any contract year may not exceed 5.0%.

New street sweeping areas, as developed or assumed by the City, may be added to the Service Agreement. Such additional scope of work will be considered change orders to the initial contract, and the value will be based on service unit prices provided in (Exhibit C), if applicable, and/or negotiated between the two parties of the contract.

Failure to Sweep. Should the Contractor fail to sweep, the City will deduct from the Contractor's next monthly payment a sum of money equal to the number of hours not swept divided by the number of hours to be swept during the month times the monthly payment.

#### **REQUIRED CONTRACT REPORTS**

- A. Daily Log Report
- B. Deficiency/Missed Area Report
- C. Emergency Calls
- D. Amount of Debris
- E. Recycled Debris
- F. Complaint Log
- F. Equipment Maintenance/Repair Report

## **EXHIBIT B**

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PROPOSER'S STATEMENT OF QUALIFICATIONS FORM



## Exhibit B – Proposer’s Statement of Qualifications Form

Please provide requested information in full. Proposers who do not provide the requested information or submit a full and complete Proposer’s Statement of Qualifications Form may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City.

### 1. CONTRACTOR INFORMATION

The primary contact shall be the person with the authority to negotiate contracts with the City.

Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture: \_\_\_\_\_

Primary Contact and Title: \_\_\_\_\_

Legal Address of Contractor: \_\_\_\_\_  
\_\_\_\_\_

Primary Contact Phone Number: \_\_\_\_\_

Primary Contact Email Address: \_\_\_\_\_

Number of employees: \_\_\_\_\_ Number of years in business: \_\_\_\_\_

Federal Employer I.D. Number.: \_\_\_\_\_

A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual: \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures and/or corporate officers having a principal interest (10% or greater) in the proposing firm.:  
\_\_\_\_\_

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:  
\_\_\_\_\_

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:  
\_\_\_\_\_  
\_\_\_\_\_

Any failures or refusals to complete a contract and explanation:

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**2. DESIGNATION OF SUBCONTRACTORS**

Provide a list of all subcontractors to perform work on this contract, including relevant licenses, permits, and certifications. Attach a separate sheet, if necessary.

Subcontractor Name, Phone, Email	Work to Be Performed	Relevant Licenses, Certifications, Permits

**3. CONTRACTOR'S AND SUBCONTRACTOR'S QUALIFICATIONS**

Describe Contractor's experience in providing relevant services, including any relevant work for governmental agencies. Include a description of Contractor's and any subcontractor's core-competency and experience with similar work that is described in the Scope of Services. Attach a separate sheet, if necessary.

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**4. LICENSES AND CERTIFICATIONS**

Provide a listing of any relevant certifications, permits, or licenses for Contractor's or subcontractor's personnel and equipment use, including:

Describe below each certification or license, if it is held by the Contractor or subcontractor personnel,

the license number and type. Copies of licenses and certifications must be provided at time of proposal submission and be kept current throughout the entirety of the contract.

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**5. WORK STATEMENT AND QUALITY CONTROL PLAN**

Provide a statement of Contractor's understanding of the work to be done, a description of the methods and techniques to be used by the proposer to achieve the objectives of the contract, and a positive statement of commitment to perform the work that is described in the Scope of Services. Proposer must reference all duties as listed in the Scope of Services. Proposer must note any services NOT provided by their firm. Attach a separate sheet, if necessary.

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Describe if and how promptly Contractor will provide services in the case of overnight or weekend emergency repairs.

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Describe how Contractor shall seek to attain the quality of service set forth in the RFP. Describe the firm's quality control processes that will be adhered to during the term of the agreement, such as the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

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**6. LIST OF REFERENCES**

Please provide current references for 3 past or existing clients of similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. References for public agency projects are preferred.

A. Client: \_\_\_\_\_

Contact Name / Title: \_\_\_\_\_

Phone Number / Email Address: \_\_\_\_\_

Description and date of services provided: \_\_\_\_\_

B. Client: \_\_\_\_\_

Contact Name / Title: \_\_\_\_\_

Phone Number / Email Address: \_\_\_\_\_

Description and date of services provided: \_\_\_\_\_

C. Client: \_\_\_\_\_

Contact Name / Title: \_\_\_\_\_

Phone Number / Email Address: \_\_\_\_\_

Description and date of services provided: \_\_\_\_\_

**7. PROOF OF INSURANCE**

In a separate attachment, provide proof of insurance, as specified in the attached Professional Services Agreement.

**8. ORGANIZATIONAL CHART**

In a separate attachment, provide an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms.

After contract execution the Contractor should not substitute key personnel (project managers and others listed by name in the cost proposal) without prior written approval from the City. The Contractor must request and justify the need for the substitution and obtain approval from the City prior to use of a different sub-Contractor on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT C**

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### **COST PROPOSAL FORM**

## Exhibit C – Cost Proposal Form

Please provide requested information in full. Proposers who do not provide the requested information or submit a full and complete Cost Proposal Form may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City. Cost proposals, both printed and electronically, shall be submitted in a separate sealed envelope with the proposal.

<b><u>Route/Scheduled Day /Time</u></b>	<b><u>Cost per 2-hour window of sweeping</u></b>
Weekly Friday, 6 AM to 8 AM	
Weekly Friday, 8 AM to 10 AM	
Weekly Friday, 10 AM to 12 PM	
1 <sup>st</sup> Wednesday, 8 AM to 10 AM	
1 <sup>st</sup> Wednesday, 10 AM to 12 PM	
2 <sup>nd</sup> Wednesday, 8 AM to 10 AM	
2 <sup>nd</sup> Wednesday, 10 AM to 12 PM	
1 <sup>st</sup> Thursday, 8 AM to 10 AM	
1 <sup>st</sup> Thursday, 10 AM to 12 PM	
1 <sup>st</sup> Thursday, 12 PM to 2 PM	
2 <sup>nd</sup> Thursday, 8 AM to 10 AM	
2 <sup>nd</sup> Thursday, 10 AM to 12 PM	
2 <sup>nd</sup> Thursday, 12 PM to 2 PM	
1 <sup>st</sup> Friday, 8 AM to 10 AM	
1 <sup>st</sup> Friday, 10 AM to 12 PM	
1 <sup>st</sup> Friday, 12 PM to 2 PM	
2 <sup>nd</sup> Friday, 8 AM to 10 AM	
2 <sup>nd</sup> Friday, 10 AM to 12 PM	
2 <sup>nd</sup> Friday, 12 PM to 2 PM	
3 <sup>rd</sup> Wednesday, 8 AM to 10 AM	
3 <sup>rd</sup> Wednesday, 10 AM to 12 PM	
4 <sup>th</sup> Wednesday, 8 AM to 10 AM	
4 <sup>th</sup> Wednesday, 10 AM to 12 PM	
3 <sup>rd</sup> Thursday, 8 AM to 10 AM	
3 <sup>rd</sup> Thursday, 10 AM to 12 PM	
3 <sup>rd</sup> Thursday, 12 PM to 2 PM	
4 <sup>th</sup> Thursday, 8 AM to 10 AM	
4 <sup>th</sup> Thursday, 10 AM to 12 PM	
4 <sup>th</sup> Thursday, 12 PM to 2 PM	
3 <sup>rd</sup> Friday, 8 AM to 10 AM	
3 <sup>rd</sup> Friday, 10 AM to 12 PM	
3 <sup>rd</sup> Friday, 12 PM to 2 PM	
4 <sup>th</sup> Friday, 8 AM to 10 AM	
4 <sup>th</sup> Friday, 10 AM to 12 PM	
4 <sup>th</sup> Friday, 12 PM to 2 PM	

Monthly Tuesday, 6 AM to 8 AM	
Monthly Tuesday, 8 AM to 10 AM	
Monthly Tuesday, 10 AM to 12 PM	

<b>Additional Sweeping Services</b>	<b>Cost</b>
During business hours	\$ _____ per _____
After Business hours (evenings, weekends, holidays)	\$ _____ per _____
Emergency During business hours	\$ _____ per _____
Emergencies After Business hours	\$ _____ per _____
Sidewalk sweeping during Business hours	
Sidewalk sweeping after Business hours	

<b>Changes</b>	
Net addition of curb miles that will trigger a change order:	
Price per curb mile added (above trigger):	

In a separate attachment, Proposer is required to submit hourly rates for all types of personnel required to perform the services described in this RFP, including hourly rates for 24-hour emergency service calls, including removals and trimmings, with a response time of no more than four (4) hours. Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

Pursuant to and in compliance with your Request for Proposals and the other documents relating thereto, the undersigned proposer, having familiarized himself with the work as per the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform, the contract and complete in a workmanlike manner all of the work required in connection with professional Street Sweeping Services services in the City, all in strict conformity with the specifications and other contract documents on file at the office of the City Clerk.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CERTIFICATION OR PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By:

(Authorized Signature) Type Name:

Title:

Date:

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## **EXHIBIT D**

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### **PROFESSIONAL SERVICES AGREEMENT TEMPLATE**



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF LOMITA AND \_\_\_\_\_**

This AGREEMENT for \_\_\_\_\_ Project is entered into this day of , 202\_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and \_\_\_\_\_ ("CONTRACTOR").

**RECITALS**

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for \_\_\_\_\_.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

**1. CONSIDERATION AND COMPENSATION.**

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$\_\_\_\_\_ for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the

CONTRACTOR'S bill within 30 days after it is received.

**2. SCOPE OF SERVICES.**

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

**3. PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

**4. TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

**5. FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

**6. KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is . CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

**7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on \_\_\_\_\_, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

**8. BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all

applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
13. **PREVAILING WAGE.**
  - A. Prevailing Wage. 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 are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers,

employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

**14. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

**15. INDEMNIFICATION.**

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
18. **AUDIT OF RECORDS.**
  - A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
  - B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.
20. **INSURANCE REQUIREMENTS.**
  - A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
  2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents,



and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”

2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this

Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

21. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services

beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>  <u>ATTN: City Manager</u>	<u>ATTN:</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
37. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

\_\_\_\_\_  
Ryan Smoot, City Manager

By:

\_\_\_\_\_  
TITLE

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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Kathleen Horn Gregory, City  
Clerk

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Taxpayer ID No.

APPROVED AS TO FORM:

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City Attorney

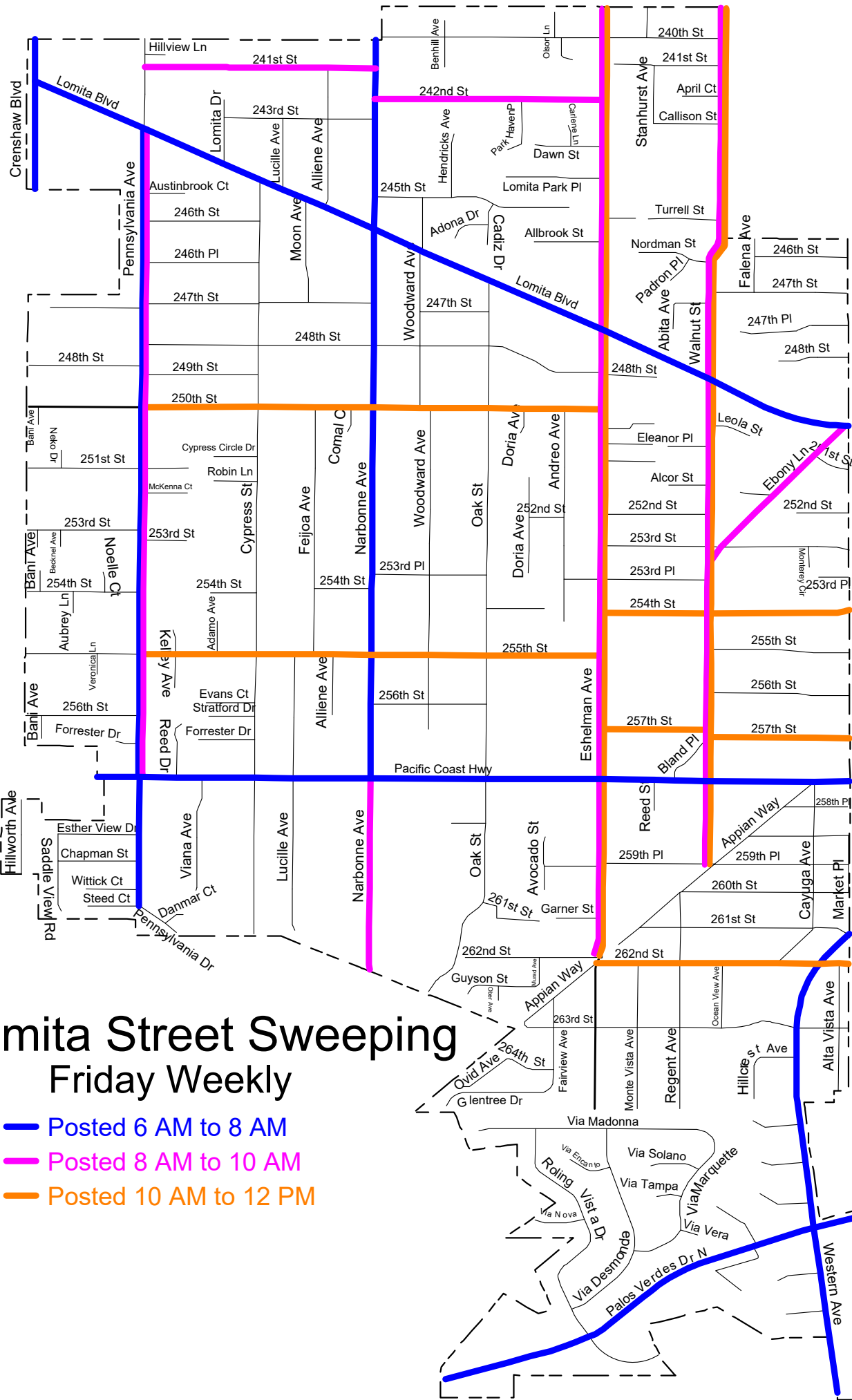
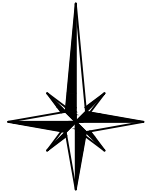
## **EXHIBIT E**

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### **STREET SWEEPING SCHEDULE MAPS**

# Weekly Schedule

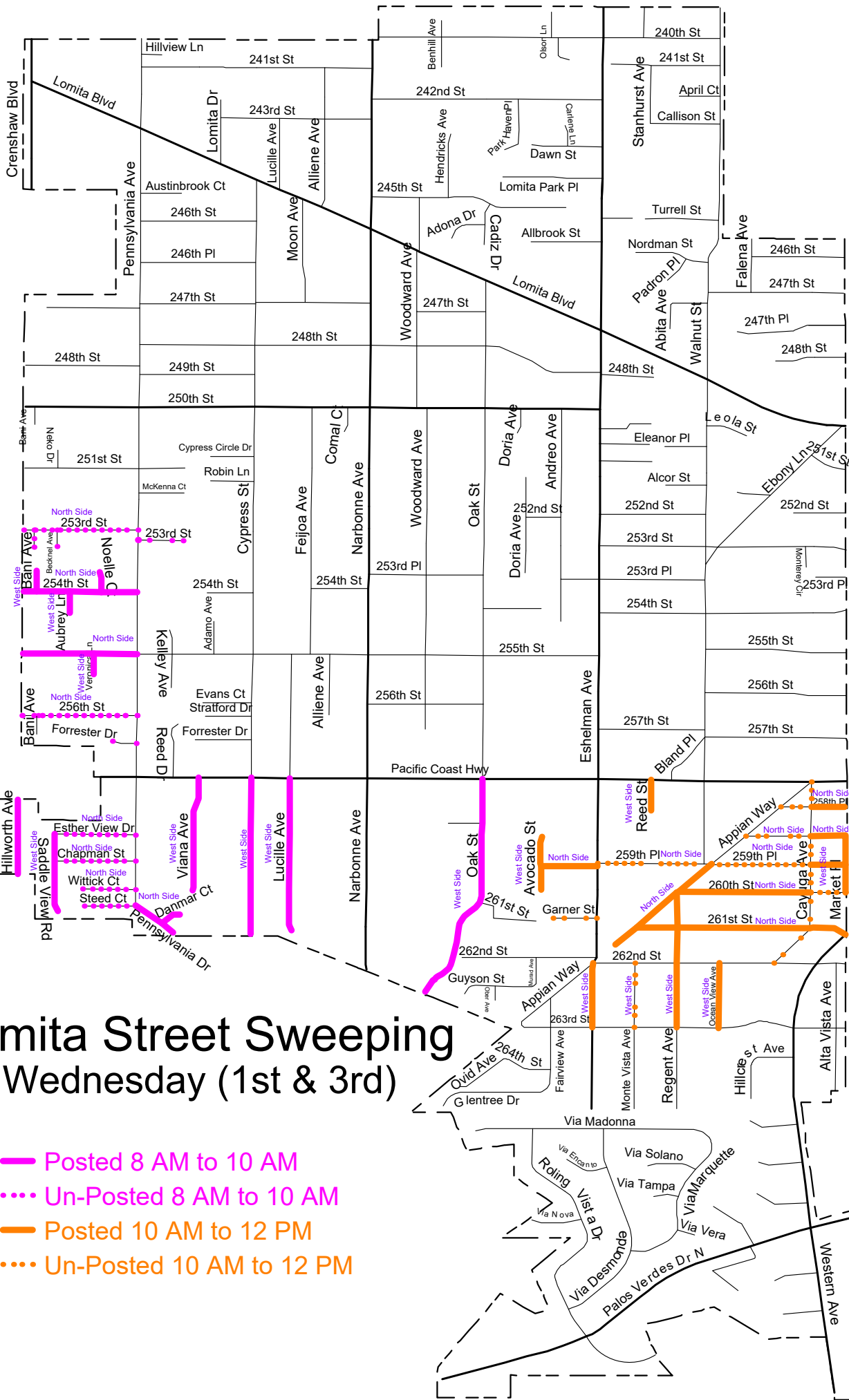
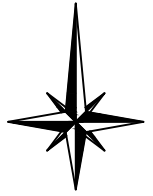




# Lomita Street Sweeping Friday Weekly

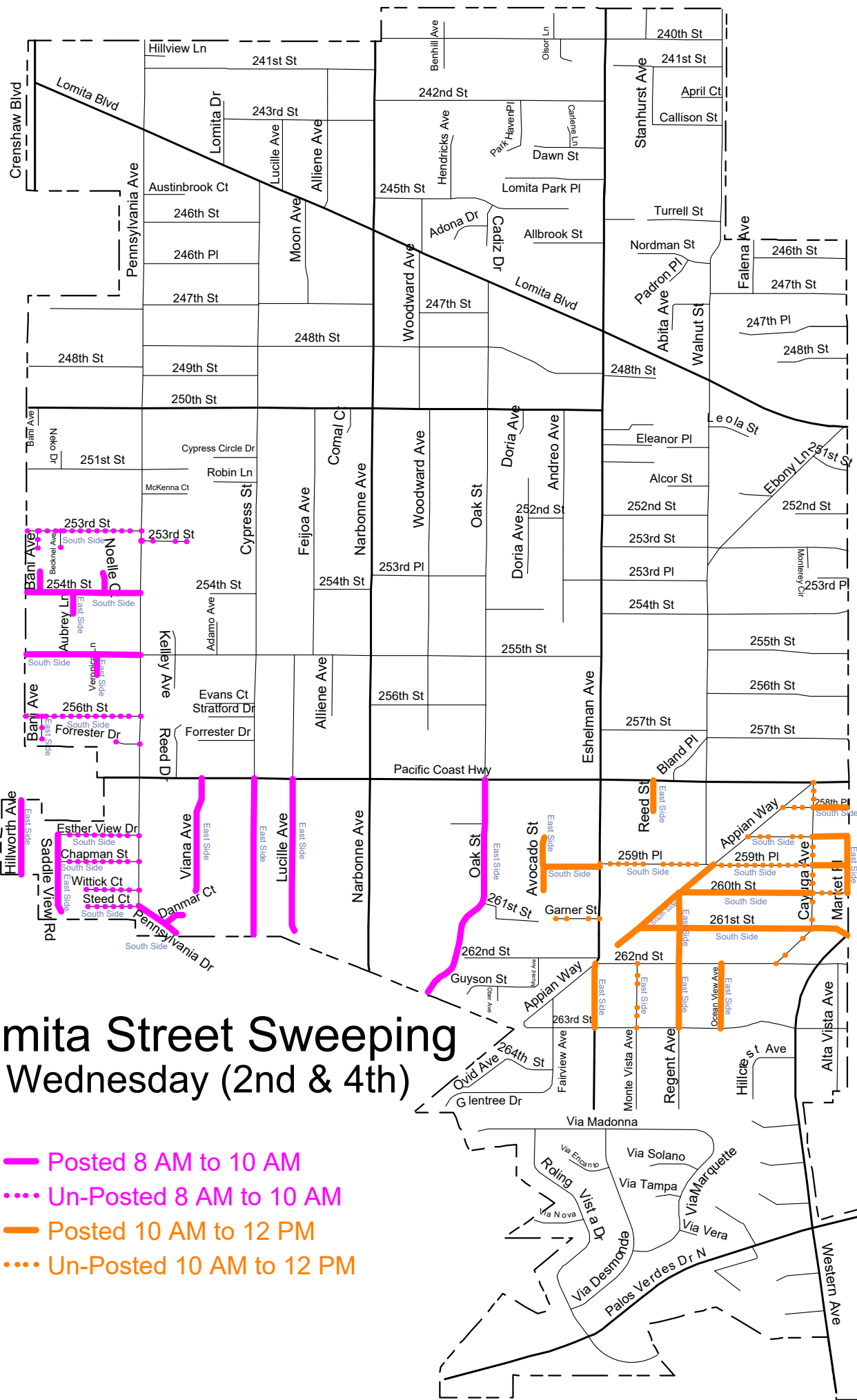
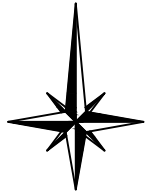
- Posted 6 AM to 8 AM
- Posted 8 AM to 10 AM
- Posted 10 AM to 12 PM

# Twice Monthly Schedule



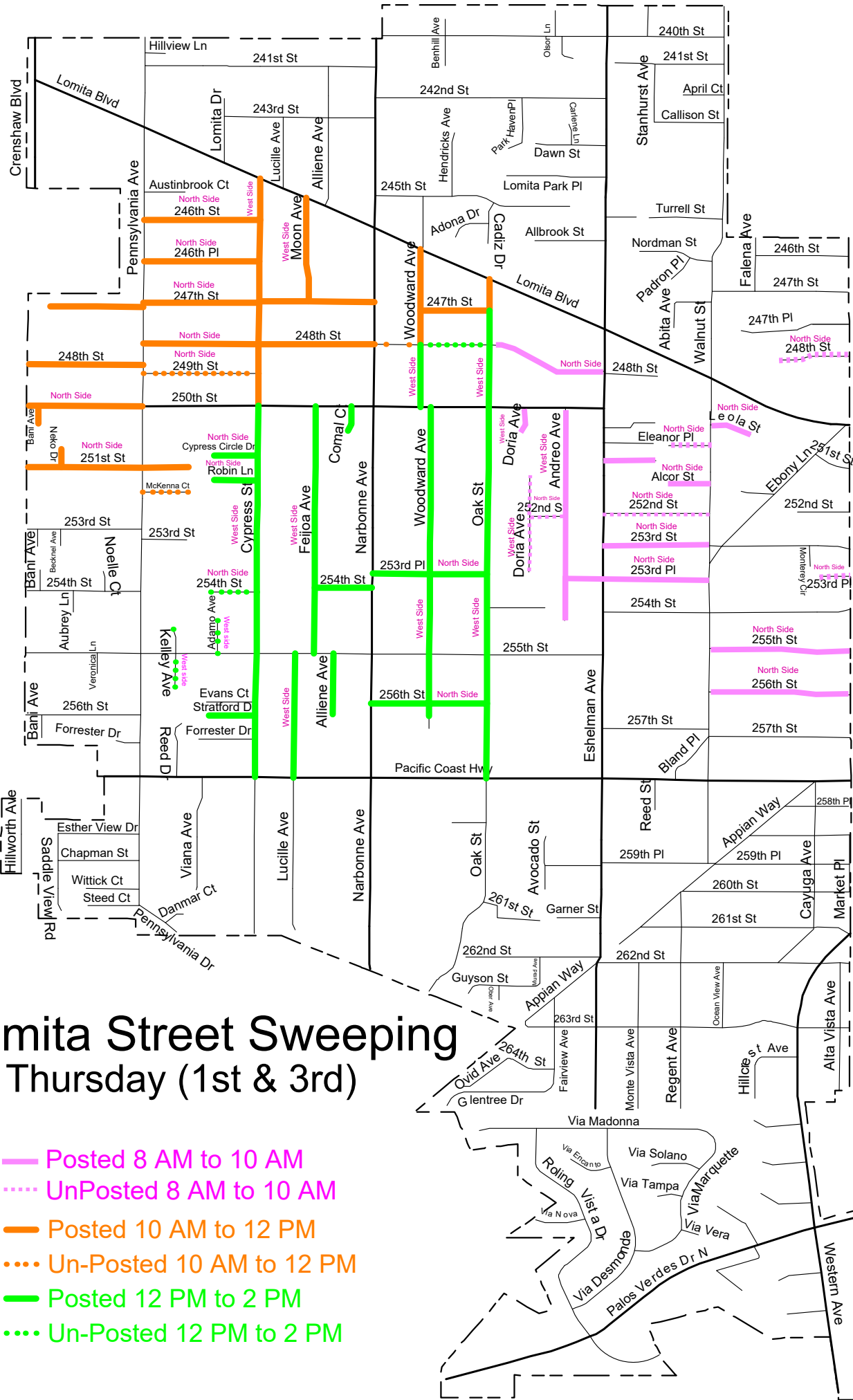
# Lomita Street Sweeping Wednesday (1st & 3rd)

- Posted 8 AM to 10 AM
- ⋯ Un-Posted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- ⋯ Un-Posted 10 AM to 12 PM



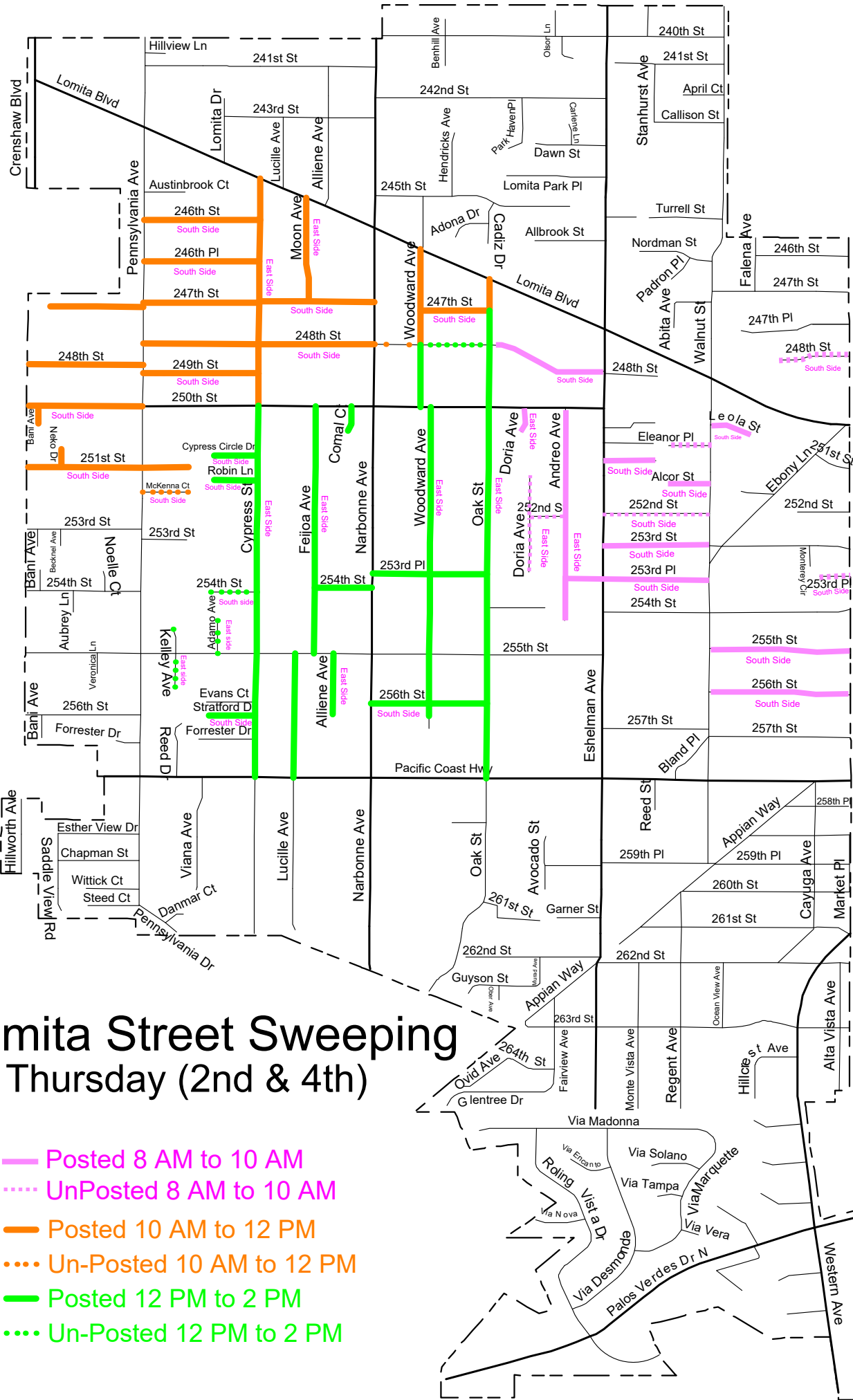
# Lomita Street Sweeping Wednesday (2nd & 4th)

- Posted 8 AM to 10 AM
- .... Un-Posted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- .... Un-Posted 10 AM to 12 PM



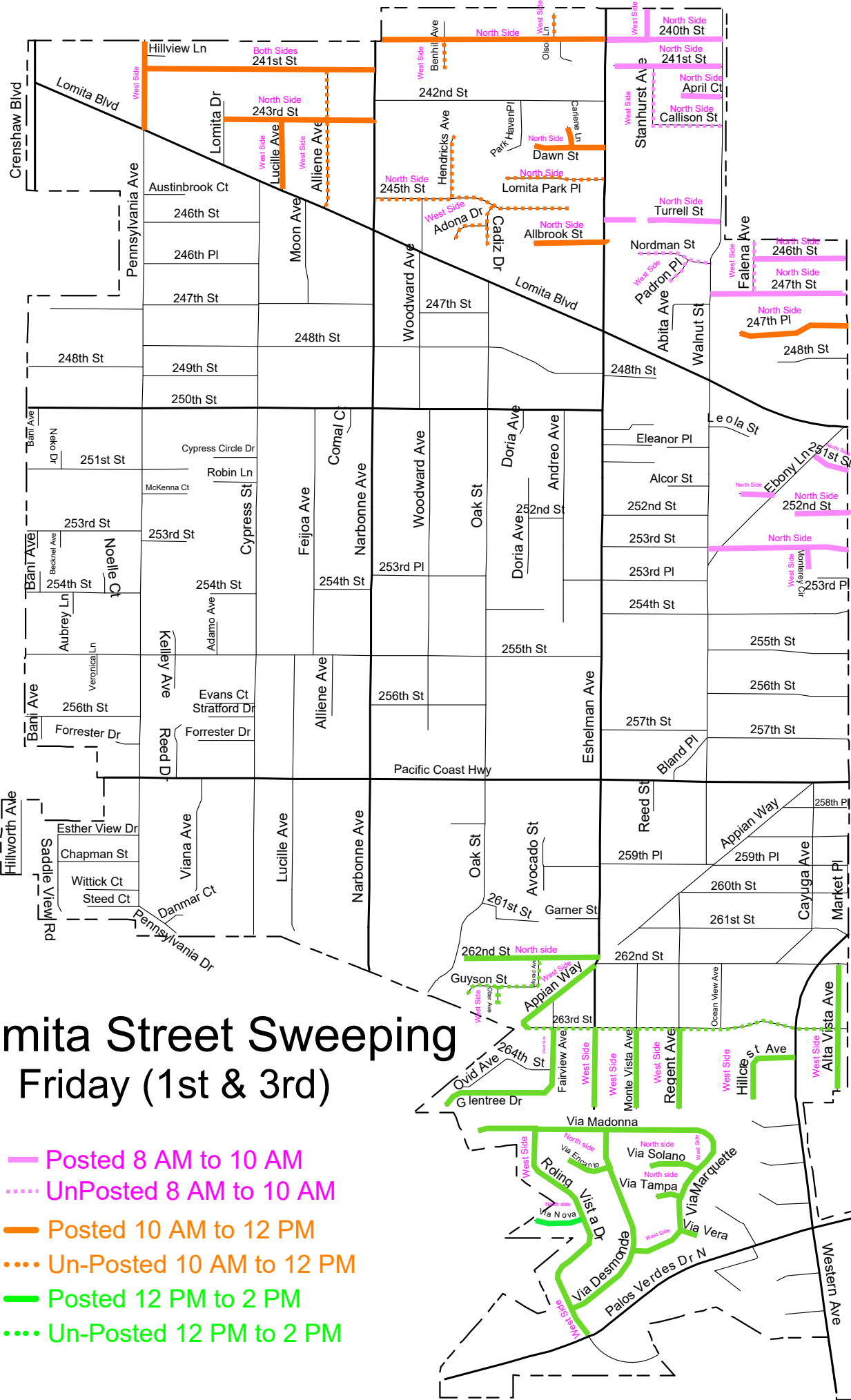
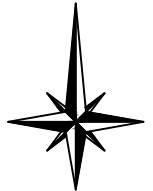
# Lomita Street Sweeping Thursday (1st & 3rd)

- Posted 8 AM to 10 AM
- UnPosted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- Un-Posted 10 AM to 12 PM
- Posted 12 PM to 2 PM
- Un-Posted 12 PM to 2 PM



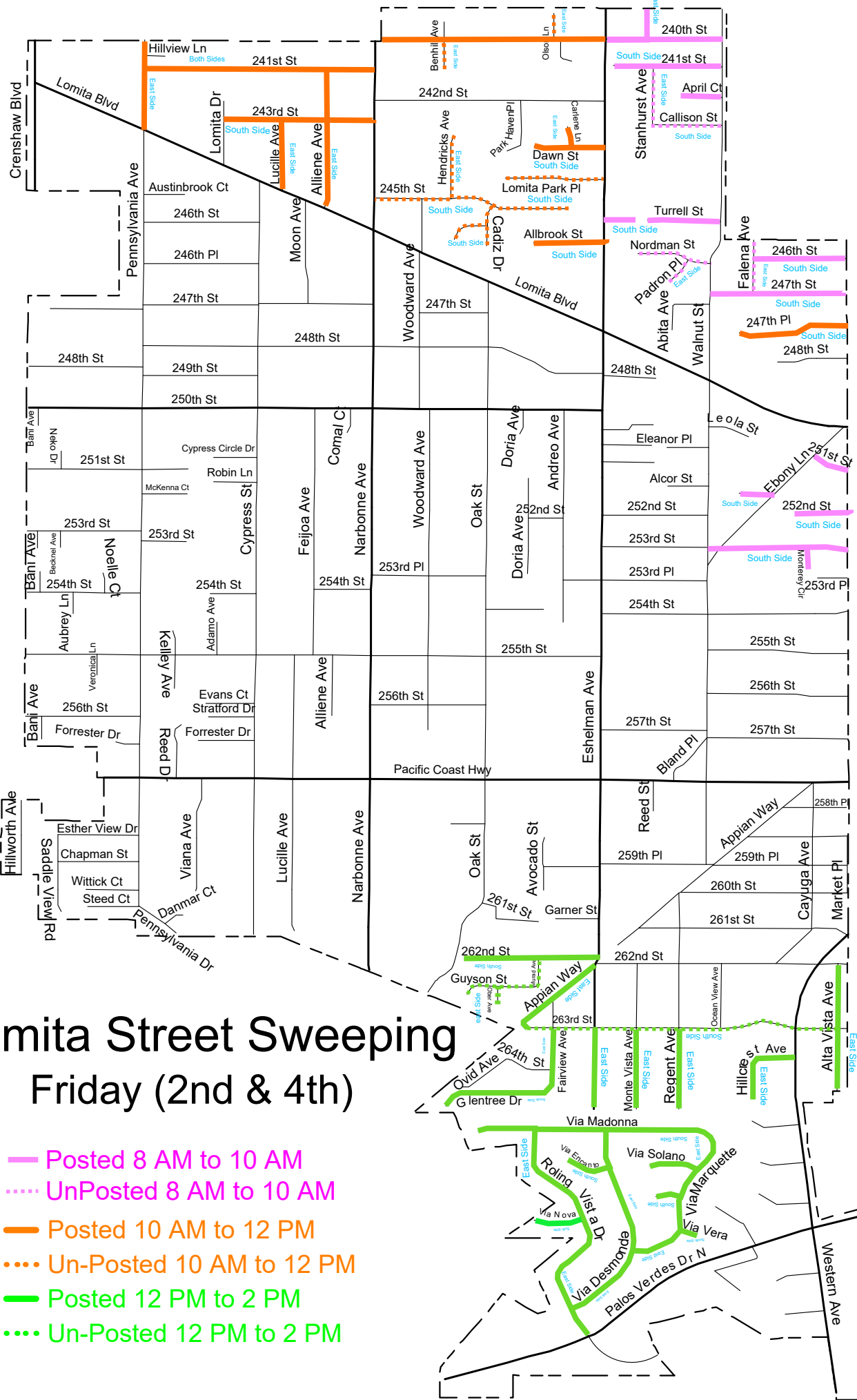
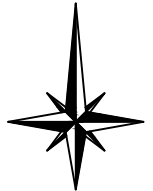
# Lomita Street Sweeping Thursday (2nd & 4th)

- Posted 8 AM to 10 AM
- - - - UnPosted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- - - - Un-Posted 10 AM to 12 PM
- Posted 12 PM to 2 PM
- - - - Un-Posted 12 PM to 2 PM



# Lomita Street Sweeping Friday (1st & 3rd)

- Posted 8 AM to 10 AM
- ..... UnPosted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- ..... Un-Posted 10 AM to 12 PM
- Posted 12 PM to 2 PM
- ..... Un-Posted 12 PM to 2 PM

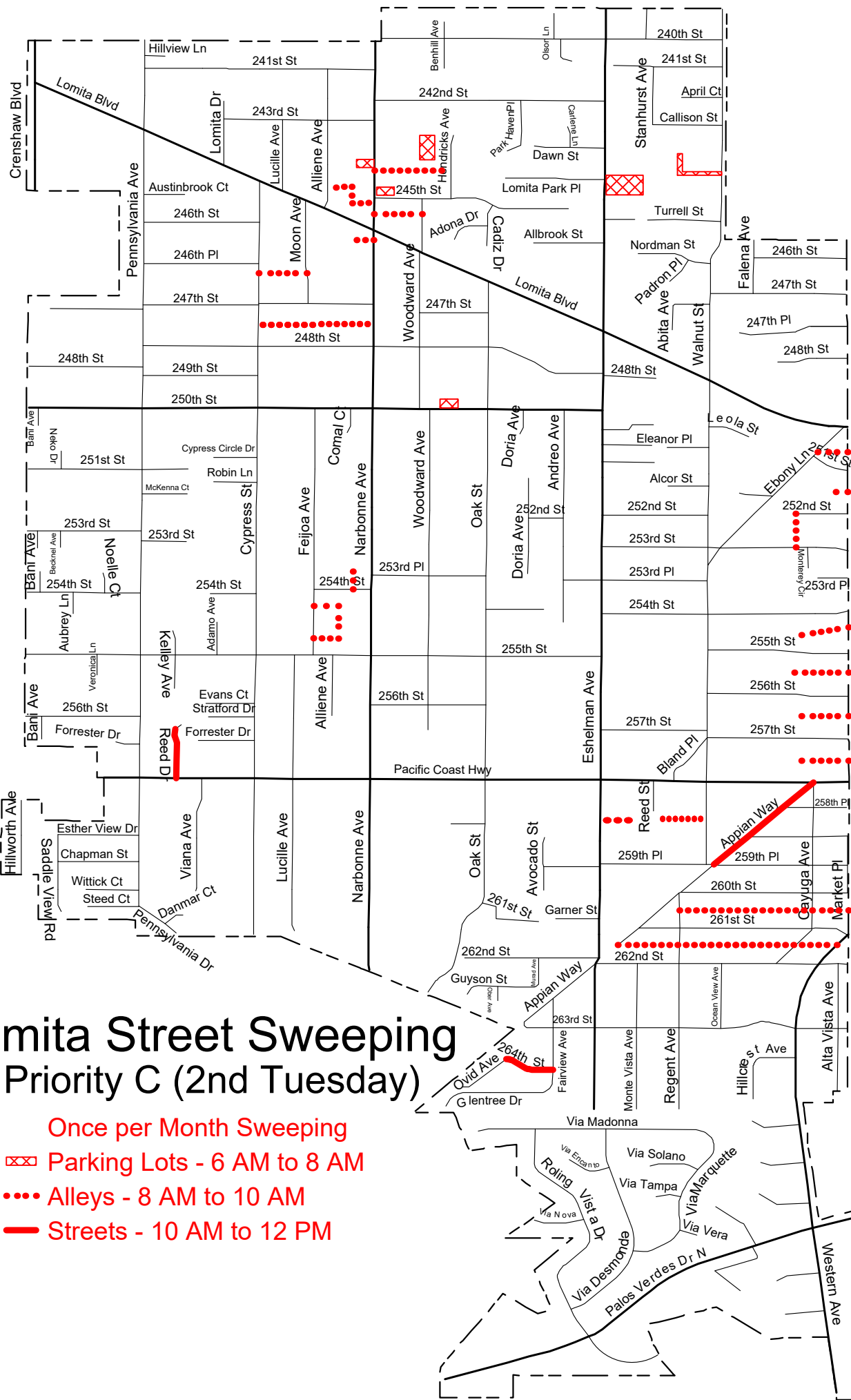
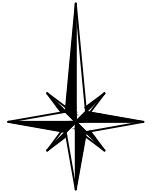


# Lomita Street Sweeping Friday (2nd & 4th)

- Posted 8 AM to 10 AM
- ..... UnPosted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- ..... Un-Posted 10 AM to 12 PM
- Posted 12 PM to 2 PM
- ..... Un-Posted 12 PM to 2 PM



# Monthly Schedule



# Lomita Street Sweeping Priority C (2nd Tuesday)

- Once per Month Sweeping
- ☒ Parking Lots - 6 AM to 8 AM
- Alleys - 8 AM to 10 AM
- Streets - 10 AM to 12 PM

## **EXHIBIT F**

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### **PRIVATE STREETS MAP**

- Private Streets
- Caltrans Jurisdiction
- Traffic Signal/Flashing Crossing

