

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
CLEANSTREET**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CLEANSTREET, a California corporation ("Contractor").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide maintenance of City property, as more fully described herein; and

B. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. WHEREAS, City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Quotation ("RFQ"), attached hereto as Exhibit "A," and Contractor's response to City's RFQ ("Contractor's Proposal") attached hereto as Exhibit "B," both incorporated herein by this reference (the "Services").

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City and within the hereinafter specified. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.3. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state

employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's total annual compensation for the first two years of this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00). Thereafter, the annual compensation may be increased or decreased on an annual basis using the Consumer Price Index for All Urban Consumers for the Los Angeles – Riverside – Orange County area ("CPI-U"), based on an increase or decrease to the CPI-U for the twelve (12) month period preceding the anniversary date of this Agreement. Contractor may request an increase in the annual compensation based on an increase in the CPI-U following each anniversary date during the term of this Agreement by submitting a written request to City that includes documentation evidencing the increase ("Request for Increase"). If there is a decrease in the CPI-U, then City may provide Contractor with written notice of such decrease and documentation evidencing the decrease ("Notice of Decrease"). Following a Request for Increase or Notice of Decrease, the parties will enter into an amendment to this Agreement reflecting the adjustment to the total annual compensation. No adjustment to the annual compensation will be retroactive.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the

associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on March 19, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of the parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a

general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and

content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### IF TO CONTRACTOR:

CleanStreet  
1937 W. 169th St.  
Gardena, CA 90247  
Tel: (310) 740-1601  
Attn: Rick Anderson

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 327-7470  
Attn: Bruce Lindemann

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City

while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the



parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR**

  
\_\_\_\_\_  
Signature  
Jere Costello, President  
\_\_\_\_\_  
[Name and Title]

Date: March 27, 2018

  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
Thomas Hatch  
City Manager

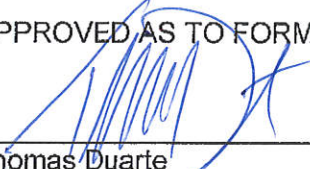
Date: 4/5/18

**ATTEST:**

  
\_\_\_\_\_  
Brenda Green  
City Clerk




**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Thomas Duarte  
City Attorney


Date: 04/04/18

**APPROVED AS TO INSURANCE:**

  
\_\_\_\_\_  
Ruth Wang  
Risk Management


Date: 4/2/18

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bruce Lindemann  
Project Manager


Date: 3-29-18

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: 3-29-18

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Colleen O'Donoghue  
Assistant Finance Director

Date: 4/2/18

**EXHIBIT A**  
**REQUEST FOR QUOTATION**



**CITY OF COSTA MESA  
CALIFORNIA  
REQUEST FOR QUOTATION**

**This is not an order  
QUOTE NUMBER**

**17-13**

RFQ 17-13.C01448

**INSTRUCTIONS:**

1. Read terms and conditions on reverse side.
2. Quotation must be on this form.
3. Complete and sign all pages of the quotation.
4. Return this form plus all Attachments.
5. Quote on each item separately; all or none bids may not be accepted unless otherwise specified.
6. Price alone may not be the final determining factor.
7. Declination - In the event you elect not to quote, please inform us on this form and return by the bid due date indicated.
8. Out of state vendors must include California sales tax permit number.

Date: March 1, 2017

**QUOTES WILL BE RECEIVED UNTIL**  
11:00 a.m. on March 16, 2017  
**AT THE PURCHASING DIVISION**  
 77 FAIR DRIVE  
 P.O. BOX 1200  
 COSTA MESA, CA 92628-1200  
 (714) 754-5305  
 VENDOR MAY FAX BID TO (714) 754-5040  
 VENDOR MAY EMAIL BID TO [stephanie.urueta@costamesaca.gov](mailto:stephanie.urueta@costamesaca.gov)

QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

**FOR: BUS STOP PRESSURE WASHING**

CONTACT PERSON: Stephanie Urueta (714) 754-5305

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT, AND A COPY SENT TO THE PURCHASING DIVISION.

**THE CITY OF COSTA MESA RESERVES THE RIGHT TO REJECT ANY AND ALL QUOTES.  
LOWEST QUALIFIED QUOTE MAY BE SUBJECT TO FURTHER NEGOTIATIONS.**

THE CITY OF COSTA MESA WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

TERMS \_\_\_\_\_ % \_\_\_\_\_ DAYS

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: \_\_\_\_\_

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a price agreement with the city of Costa Mesa.

\_\_\_\_\_  
Company name as it appears on your invoices

\_\_\_\_\_  
Address Telephone

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Federal I.D. Number

**RETAIN ONE COPY FOR YOUR FILES**

**ALL QUOTATIONS MUST BE SIGNED**

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section: 1771.1.** (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10184 or 20103.6 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefore; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions: (1) Additional Insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.
16. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.

#### MISCELLANEOUS CONDITIONS

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

### **City of Costa Mesa Insurance Requirements**

If a vendor will be performing work on city premises, the vendor will need to furnish insurance certificates to the City prior to beginning work. The insurance that is required is the general liability with a separate endorsement page (detailed description below), automobile insurance and workers compensation.

A purchase order will not be issued until, insurance certificates are provided and the insurance is approved by Risk Management. It will be the responsibility of the department requesting the work to obtain the insurance certificates prior to submitting the purchase requisition to the Finance Department. Any questions about insurance dollar limits for select projects are to be directed to Risk Management prior to the bid process.

The following language is added to bids, price agreement/ contracts and purchase orders for technical and mechanical services:

#### **Insurance**

Contractor shall not commence work under this price agreement until he has obtained all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier, nor shall contractor allow any subcontractor to commence any work until all required insurance has been similarly obtained by the subcontractor and approved by City.

Neither the failure of contractor to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this price agreement.

Contractor shall obtain and maintain during the life of this contract the following insurance coverage:

#### **General Liability Insurance Coverage**

Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, independent contractors, and personal injury.

The above insurance coverage shall have limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence and aggregate.

#### **General Liability Endorsement Page** (\* A separate policy endorsement must be provided)

Endorsements to the policies providing the above insurance shall be obtained by contractor, adding the following three provisions:

a) Additional insured's:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured's with respect to the subject project and agreement.

b) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City.

c) Other Insurance:

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the contractor or any subcontractor under this agreement shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this agreement may further require contractor's insurance carrier(s) to be admitted insurers in the State of California.

**Workers' Compensation Insurance**

Contractor shall obtain and maintain during the life of this contract workers' compensation insurance in statutory amount and, if any work is sublet, contractor shall require all subcontractors to obtain workers' compensation insurance in statutory amount.

Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days advance written notice of such cancellation to City.

Contractor is aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

**Automobile Insurance**

Automobile insurance including owned, hired, and non-owned vehicles.

The above insurance coverage shall have limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence and aggregate.

**Proof of Insurance**

Prior to award of the price agreement/contract, contractor shall furnish the department requesting the service proof of compliance with the above insurance requirements.

The insurance certificates must be approved by the Risk Management Division and a copy needs to be sent to the Finance Department with the purchase requisition. It is ultimately the responsibility of the department requesting the service, to obtain the required insurance.

If purchase requisition is received without appropriate insurance certificates, Purchasing may return the requisition to the department or contact the contractor and request the appropriate insurance certificates.

**SCOPE OF WORK  
FOR  
BUS STOP PRESSURE WASHING**

The City of Costa Mesa is seeking quotes to provide pressure washing of bus shelters and bus benches at approximately 200 locations throughout the City. Generally, the work will take place Monday through Friday during night time hours.

The Successful bidder must be able to supply high quality pressure washing in compliance with all applicable rules and regulations including N.P.D.E.S permits and S.C.A.Q.M.D rules 1186 and 1186.1 . Bidders are hereby requested to establish unit cost to furnish all labor, equipment, permits and fees to provide the listed services for high pressure washing for the City of Costa Mesa.

**A. GENERAL REQUIREMENTS**

1. Work will consist of pressure washing of bus shelters and bus benches and surrounding sidewalks at approximately 200 locations on a routine schedule. Pressure washing will be performed with hot water and high pressure to remove all foreign matter, for example gum and food. All grey water must be reclaimed by bidder and prevented from entering the City's storm water runoff system.

This contract shall not guarantee any work to be performed or minimum of hours to be used during the contract period. This contract is an annual contract cost based on unit cost, procured at bid to allow any City agency access to the services specified at the costs provided in the bid. However, the successful bidder shall meet all requirements list in the scope for the annual requirements.

Work will be issued under this contract when deemed by the City of Costa Mesa to be in their best interest. The City of Costa Mesa reserves the right to competitively bid (formally or informally) any project they deem appropriate.

**B. QUALIFICATION REQUIREMENTS**

1. Bidder shall be a licensed contractor primarily engaged in the cleaning and maintenance of municipalities and/or commercial properties with a class A or B business license.
2. Bidder shall include the names and qualifications of the technicians and helpers to be assigned to this contract. Additional technicians may be added during the term of this contract, with correspondence and agreement by appropriate City of Costa Mesa Contract Administrator. Full name and technician status must be included on each invoice for services rendered by the technician and/or helper performing work requested.
3. Bidder shall submit with his bid, evidence of documented contracts for maintenance and cleaning of streets, sidewalks, parking lots or other commercial/municipal operations that are applicable. Offerors will provide the name and address of at least three (3) customers with whom the bidder has documented contracts, for reference purposes. References shall contain the company name, address, and a contact person with telephone number.
4. Bidder shall provide a list of current and past suppliers to support credit standing and give authorization to contact suppliers for verification of credit standing.
5. Bidder shall maintain current standing with all suppliers and subcontractors during the term of this agreement.
6. Bidder shall furnish all labor, materials, equipment, tools and supervision necessary to provide requested services on an "as needed" basis.



**C. SECURITY REQUIREMENTS**

Bidder shall be responsible that all his employees will follow all security procedures in sensitive areas and buildings as required by City departments originating work requests.

**D. SCOPE OF WORK SPECIFICS**

Work will consist of pressure washing 70 advertising bus shelters, 20 non-advertising bus shelters, and 102 bus benches on a biweekly, bi-monthly, or quarterly schedule. The adjacent sidewalk within a 15-foot radius of each bus stop amenity shall also be pressure washed.

Pressure washing shall be performed with hot water and high pressure to remove all foreign matter, for example gum and food. All grey water must be reclaimed by bidder and prevented from entering the City's storm water runoff system.

**E. GENERAL TERMS AND CONDITIONS**

Bidders shall provide a manager who shall be responsible for the performance of the work. The name of this person and an alternate or alternates, who shall act for the successful bidder when the manager is absent, shall be designated in writing.

1. Bidders shall be required to make sufficient routine inspections to ensure that the work is performed as required by the agreement.
2. Bidders shall be responsible that all his employees will follow all safety procedures in particularly where pedestrians and property are concerned.
3. All work shall be performed in a neat and professional manner that reflects quality workmanship in accordance with standard trade practices and safety procedures.
4. The City reserves the right to order the removal of any employee from any City facility for reasonable cause. Reasonable cause shall be at the discretion of the City Representative.
5. Bidders shall maintain a clean work site. At the completion of each day's work, all debris and trash from the work site shall be removed. Material removal/disposal shall be at no cost to the City of Costa Mesa. Bidders shall not use any City trash containers for disposing of debris of any kind.
6. Bidders shall furnish all signs, cones, barricades, tape or other barriers as necessary at the work site to protect people from harm or injury.
7. The City of Costa Mesa will not be responsible for any of bidder's tools, equipment or materials lost or damaged during the performance of this project.
8. Bidders shall protect all completed or partially completed areas from damage until the City accepts all the work. The finished project shall not be accepted or paid for until inspected area is accepted by an authorized representative of the City. Bidders shall be responsible for any damages to City or privately owned property and/or associated structures. Any damages shall be repaired at the successful bidder's expense to the satisfaction of the City.
9. Any merchandise provided under the contract that is or becomes defective during the manufacturer's warranty period shall be corrected or replaced to the satisfaction of the City agency requesting service.
10. Bidders shall take every precaution at all times for the protection of persons and property, including City and City employees' personal property if in the work area. Bidders shall, at all times, enforce strict discipline

and good order among the workers on the project and shall not employ any unfit person or anyone not skilled in the work assigned to him/her.

11. Bidders shall maintain Material Safety Data Sheets (MSDS) in compliance with OSHA requirements for all products used.
12. OSHA (Occupational Health and Safety Administration) compliance. Bidders shall comply with OSHA standards 29 cfr 1910 as general industry employers. Construction contractors must comply with the construction OSHA standards 29 cfr 1926.
13. Bidders shall be responsible to obtain all permits and inspections that may be required on assigned work. All work must be in compliance with all applicable national and local quality and safety codes, whether or not permits are required. All work not meeting code must be reinstalled by the successful bidder at no cost to the City.
14. When requested, bidders shall provide written estimates of repair costs to include itemized lists of required materials at no cost to the City.
15. Bidders shall provide billing/invoices for each request, formatted in a manner as determined by the City of Costa Mesa.
16. Bidders shall not employ any person who is an employee of the City of Costa Mesa if employing that person would create a conflict of interest or the appearance of a conflict of interest. Additionally, bidder shall not employ any person who is an employee of the City of Costa Mesa unless such person seeks and receives prior approval in compliance with City policy relative to off-duty employment.

#### **F. QUALITY OF WORK**

Work will be judged for quality from the aspects of functionality, consistency and aesthetics as appropriate. The City of Costa Mesa will remain the sole judge of the acceptability of all work performed. Any work deemed not acceptable will be redone by the successful bidder at no cost to the City until an acceptable level of work is achieved. All work shall be conducted using only the best commercial and workman like practices and only materials of the highest quality shall be used in the execution of this contract.

#### **G. GUARANTEE-WARRANTY**

The successful bidder shall guarantee:

1. To furnish adequate protection from damage for all work and to repair damages of any kind for which he, his workmen or subcontractor are responsible.
2. Any merchandise provided under the contract which is or becomes defective during the manufacturer's warranty period shall be corrected or replaced to the satisfaction of the Department requesting service.

#### **H. FAILURE TO PERFORM**

In case of failure to furnish services in accordance with the contract terms and conditions, the City may procure the required services from other sources and hold the successful bidder shall be responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the City may have.

#### **I. CANCELLATION OF CONTRACT**

The City reserves the right to cancel and terminate any resulting contract without cost or penalty upon thirty days written notice from the City Purchasing Agent to the successful bidder. Any contract cancellation notice shall not relieve the bidder

shall be held responsibility to perform all required services prior to the effective date of cancellation.

#### **J. WORK ACCOMPLISHMENT**

The successful bidder shall supply all labor, material, equipment and services incidental to the accomplishment of the work assigned except as noted below. Labor and material used will be billed at the bid unit cost. Equipment up to and including the items listed below are considered overhead items to be included under the bidder's bid unit cost. Subcontracted services must be pre-approved on a case-by-case basis and will be billed at supplied invoice plus the markup as bid.

#### **K. EQUIPMENT/ITEMS TO BE INCLUDED UNDER THE BID COST**

All costs for vehicles; hand tools customarily employed in the specified disciplines and trades; pumps, brooms and/or pressure washing equipment to enable work are to be included in the quoted unit cost.

1. Equipment up to and including those items listed below are considered overhead items covered under the unit cost. Specialty trade items for which additional charges are appropriate must be approved on a case-by-case basis with the person issuing the work request.
2. Equipment Covered in the unit cost:
  - a. All trucks, personnel, and tools needed to transport equipment.
  - b. All hand tools (including power tools) customarily employed in the cleaning and maintenance of landscape and hardscape, including street sweeping.
  - c. Street sweepers, pressure washing systems, cleaning equipment to enable work to be completed as directed.  
City supplied equipment: None

#### **L. SITE VISIT**

Submission of bid shall imply that the bidder shall examine the sites and have satisfied themselves as to existing and probable conditions under which they will be obligated to perform work. For inspection of the site contact:

Bruce Lindemann, Maintenance Superintendent at (714) 327-7470, Fax: (714) 327-7474, or  
e-mail: [Bruce.Lindemann@costamesaca.gov](mailto:Bruce.Lindemann@costamesaca.gov)

#### **M. REGULAR WORK HOURS AND HOLIDAYS**

For the purpose of this contract, regular work hours shall be between 12:00 am and 5:00 a.m. Monday through Friday, excluding holidays. Work is to be performed at night after closing of businesses.

For the purpose of this contract, holidays shall be in accordance with City of Costa Mesa's official holidays as outlined by City code. Listing will be provided upon request.

#### **N. LABOR**

In compliance with this competitive sealed bid and all of the conditions imposed herein, the bidder offers to furnish the services as stipulated below:

#### **O. MATERIAL**

The city reserves the right to accept or reject any materials, fixtures, etc. and to request specific types of materials (manufacturer, type, grade, quality, etc.) as deemed necessary. Bidder shall, at the request of the City, provide all material specifications, on any materials at no cost to the City.

The percentage markup must be inclusive of all contract costs related to overhead. No additional service fees associated with material acquisition, travel time, etc. will be considered.

#### **P. USE OF PERSONNEL**

A standard crew shall be considered to be one technician/equipment operator and one or multiple helpers. Multiple crews on one job are acceptable, if warranted by the job size at the discretion of City department representative issuing the work request.

#### **Q. CHARGES AND INVOICES**

The successful bidder shall bill for services at the unit cost for each pressure washing per location. Travel time shall not be included in billing. Time spent for employees' breaks, picking up parts and materials, etc. shall not be included in invoice. The successful bidder's employee(s) shall check in with City staff or representative on site at the time of arrival on the work site and at the time of completion and leaving the work site.

Unit costs shall include the use of all tools, equipment, vehicles, and all incidental costs of doing business normally required for this type of work.

Invoices must be submitted within thirty (30) days of work completion and show at least the following information:

1. City contract number and/or purchase order number.
2. City sites at which work was performed including bus stop number, street names, and addresses when available.
3. Provide a brief, but acceptable narrative describing nature of problem discovered and the service necessary to make repairs.
4. Date work performed.
5. Time work began and time work completed.
6. List of materials used.
7. Full name of all employees, and their designation who performed work.
8. Date and time work request is received by successful bidder.

**QUOTE SHEET  
FOR  
BUS STOP PRESSURE WASHING**

**I. COMPENSATION:** This is an all-inclusive, usage Contract between the City of Costa Mesa and Contractor for Pressure Washing of Bus Shelters and Bus Benches as described in the "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, shipping/freight, labor and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The City shall have no obligation to pay any sum in excess of the unit cost and Not-To-Exceed Contract Amount specified herein unless authorized by amendment in accordance with which may require approval by the City.

Provide cost of each Pressure Washing with estimated unit pricing in accordance with the City's current requirements, as set forth in the "Scope of Work". Bid pricing should be submitted on an "each" basis with an annual cost.

Description of Work	Annual Quantity	Billing Unit	Pressure Washing Cost Each	Annual Cost
Pressure washing of 20 bus shelters on bi-weekly schedule (once every two weeks)	520	EA	\$	\$
Pressure washing of 70 bus shelters on bi-monthly schedule (once every two months)	430	EA	\$	\$
Pressure washing of 102 bus benches on quarterly schedule (once every three months)	408	EA	\$	\$
<b>Total Bid Amount:</b>				\$

The Bidder agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.

Bidder is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire bid. Unit prices listed below refer to all services requested and documentation include all costs connected with such items; including but not limited to, materials, labor, overhead, and profit for the Bidder.

The prices quoted by the Bidder shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.

All work shall be performed in accordance with the specifications.

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**TO THE CITY OF COSTA MESA;**

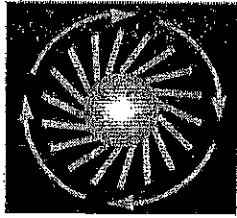
The Undersigned hereby offers and shall furnish the material, labor, special equipment and permits or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein.

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached hereon and made a part thereof. A Purchase Order will not be issued until the insurance certificate is approved by Risk Management. Bid may be withdrawn by Contractor if not accepted within 30 days.

For clarification of this offer, contact:

_____	Name: _____
Company Name	
_____	Title: _____
Address	
_____	Phone: _____
City                      State                      Zip	
_____	Fax: _____
Signature of Person Authorized to Sign	
_____	E-mail: _____
Printed Name	
_____	
Title	

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



**CleanStreet**  
Cleaning Your Environment



# **BUS STOP PRESSURE WASHING SERVICES**

EXCLUSIVELY FOR  
**CITY OF COSTA MESA**

**MARCH 16, 2017**

1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
(800) 225-7316 x108



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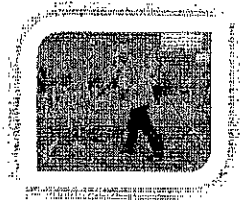
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(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

## EXPERIENCE



CleanStreet has been providing pressure washing services for over a decade. These years of successful work have given us an experienced management team and a tremendous body of knowledge and expertise.

Water that can be heated to 180 degrees is used 98% of our services. Most people know that **Hot** water cleans items better than **Cold**. **Hot** water will kill most bacteria, mold and algae. **Cold** water cannot kill these germs. By using **Hot** water, it allows us to actually use less water and cleaning agents on our jobs, while removing gum.

Our primary objective in servicing all of our pressure washing clients is to increase the curb appeal by utilizing a 3,000 psi, 180° Fahrenheit pressure washer in removing gum, dirt, mildew, human/animal waste and spillage from heavy traffic. CleanStreet knows how to remove the toughest stains by using professional grade, environmentally friendly products and waste water recovery systems that keep our clients and us in compliance with all Federal, State, Regional and City storm water and noise regulations.

Over the past several years, CleanStreet has established and perfected methods for achieving and maintaining these goals. We have found that if we adhere to this proven methodology, we can provide high-quality service and at the same time virtually eliminate complaints and leave your staff free to deal with other matters. This is the key to our success.

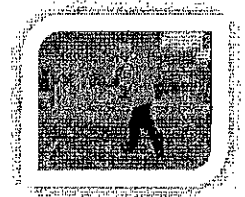
The following is a list of the most important components of our methodology:

- Operator's Power Washer Training
- Operator and the General Public's Safety
- Power Washer Operator Instructions
- Permanent Power Washer Operator Assignment
- Consistent Supervision
- Consistent Schedule
- Proper Retrieval & Disposal of Grey Water
- Quality Control



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

## PERSONNEL



### *Rick Anderson, Director of Business Development*



Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the Company for 25 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the Company has helped fuel continual growth and diversification into new areas which complement CleanStreet's primary role as a street sweeping contractor.

### *Guillermo Garcia, Field Supervisor*

No photo  
available

Guillermo Garcia is a licensed contractor who is familiar with all aspects of pressure washing. He has years of experience and supervises the crews out in the field. He is extremely courteous and takes great pride in making sure that CleanStreet's clientele is happy with our services.

### *Gilbert Perez, Field Supervisor*

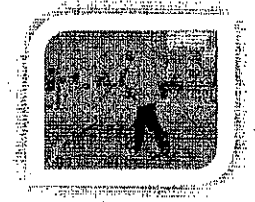


Gilbert Perez is a highly-skilled supervisor who has been with CleanStreet since 2005. Mr. Perez is proficient in the operation of commercial vehicles and pressure washers. Mr. Perez has had experience with many facets of maintenance, including streets and parking structures, and is experienced with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters, and pressure-washing crews in the field. He is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

## REFERENCES



<u>Account</u>	<u>Contact</u>	<u>Date of Service</u>
CITY OF MANHATTAN BEACH 1400 Highland Avenue Manhattan Beach, CA 90266	Keith Darling (310) 802-5310	1995 to current
OLD PASADENA MANAGEMENT DISTRICT 23 East Coronado Blvd, Suite 200 Pasadena, CA 91105	Steve Mulheim (626) 356-9725	1996 to current
MELROSE BUSINESS IMPROVEMENT DISTRICT 1937 Wilson Avenue Arcadia, CA 91006	Donald Duckworth (626) 355-0041	2008 to current
NORTH COUNTY TRANSIT DISTRICT 810 Mission Avenue Oceanside, CA 92054	Holly Lam (760) 966-6537	2013 to 2015

CONFIDENTIAL



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247



RFQ 17-13.C01448

CITY OF COSTA MESA CALIFORNIA REQUEST FOR QUOTATION

This is not an order QUOTE NUMBER

17-13

INSTRUCTIONS:

- 1. Read terms and conditions on reverse side. 2. Quotation must be on this form. 3. Complete and sign all pages of the quotation. 4. Return this form plus all Attachments. 5. Quote on each item separately; all or none bids may not be accepted unless otherwise specified. 6. Price alone may not be the final determining factor. 7. Declination - in the event you elect not to quote, please inform us on this form and return by the bid due date indicated. 8. Out of state vendors must include California sales tax permit number.

Date: March 1, 2017

QUOTES WILL BE RECEIVED UNTIL 11:00 a.m. on March 16, 2017 AT THE PURCHASING DIVISION 77 FAIR DRIVE P.O. BOX 1200 COSTA MESA, CA 92628-1200 (714) 754-6305 VENDOR MAY FAX BID TO (714) 754-5040 VENDOR MAY EMAIL BID TO stephanie.urueta@costamesaca.gov

QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

FOR: BUS STOP PRESSURE WASHING

CONTACT PERSON: Stephanie Urueta (714) 754-6305

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 8390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT, AND A COPY SENT TO THE PURCHASING DIVISION.

THE CITY OF COSTA MESA RESERVES THE RIGHT TO REJECT ANY AND ALL QUOTES. LOWEST QUALIFIED QUOTE MAY BE SUBJECT TO FURTHER NEGOTIATIONS.

THE CITY OF COSTA MESA WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

TERMS Net % 30 DAYS

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: 180

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a price agreement with the city of Costa Mesa.

CleanStreet Company name as it appears on your invoices 1937 W. 169th Street Address 800.225.7316 Telephone Gardena City CA 90247 State Zip [Signature] Secretary Title 95-4147708 Federal I.D. Number

RETAIN ONE COPY FOR YOUR FILES

ALL QUOTATIONS MUST BE SIGNED

**QUOTE SHEET  
FOR  
BUS STOP PRESSURE WASHING**

**I. COMPENSATION:** This is an all-inclusive, usage Contract between the City of Costa Mesa and Contractor for Pressure Washing of Bus Shelters and Bus Benches as described in the "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, shipping/freight, labor and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The City shall have no obligation to pay any sum in excess of the unit cost and Not-To-Exceed Contract Amount specified herein unless authorized by amendment in accordance with which may require approval by the City.

Provide cost of each Pressure Washing with estimated unit pricing in accordance with the City's current requirements, as set forth in the "Scope of Work". Bid pricing should be submitted on an "each" basis with an annual cost.

Description of Work	Annual Quantity	Billing Unit	Pressure Washing Cost Each	Annual Cost
Pressure washing of 20 bus shelters on bi-weekly schedule (once every two weeks)	520	EA	\$ 28.00	\$ 14,560.00
Pressure washing of 70 bus shelters on bi-monthly schedule (once every two months)	430	EA	\$ 29.00	\$ 12,470.00
Pressure washing of 102 bus benches on quarterly schedule (once every three months)	408	EA	\$ 19.00	\$ 7,752.00
<b>Total Bid Amount:</b>				<b>\$ 34,782.00</b>

The Bidder agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.

Bidder is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire bid. Unit prices listed below refer to all services requested and documentation include all costs connected with such items; including but not limited to, materials, labor, overhead, and profit for the Bidder.

The prices quoted by the Bidder shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.

All work shall be performed in accordance with the specifications.

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**TO THE CITY OF COSTA MESA:**

The Undersigned hereby offers and shall furnish the material, labor, special equipment and permits or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein.

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached hereon and made a part thereof. A Purchase Order will not be issued until the insurance certificate is approved by Risk Management. Bid may be withdrawn by Contractor if not accepted within 30 days.

For clarification of this offer, contact:

CleanStreet  
Company Name

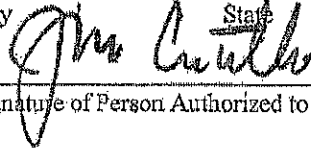
Name: Jere Costello

1937 W. 169th Street  
Address

Title: President

Gardena                      CA                      90247  
City                              State                      Zip

Phone: 800.225.7316 x103

  
Signature of Person Authorized to Sign

Fax: 310.538.8015

Jere Costello  
Printed Name

E-mail: jcostello@cleanstreet.com

President  
Title

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**GUILLELMO GARCIA**

License Number 664965

to engage in the business or act in the capacity of a contractor in the following classification(s):

B - GENERAL BUILDING CONTRACTOR  
D88 - SAND AND WATER BLASTING

Witness my hand and seal this day,

September 29, 2011

Issued February 22, 1993

*James Miller*  
James Miller  
Board Chair

*Stephen P. Sands*  
Stephen P. Sands  
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marron Insurance Services/Global Risk, LLC 1891 N. Gaffey Street, Suite 203 San Pedro, CA 90731 License #0E63455	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 310-514-8425      FAX (A/C No): 310-514-8688 E-MAIL ADDRESS: becky@marronins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> CleanStreet, Inc. DBA: California Street Maintenance 1937 W 169th Street Gardena, CA 90247	<b>INSURER A:</b> United States Fire Insurance Company      21113	
	<b>INSURER B:</b> Alaska National Insurance Company      38733	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	506-893349-7	04/01/18	04/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		506-893349-7	04/01/18	04/14/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		523-808312-4	04/01/18	04/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	18DWS08875	04/01/18	04/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured with respect to the subject project and agreement. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.  
\*\*10 Day notice will apply for non payment of premium.\*\*

<b>CERTIFICATE HOLDER</b> City of Costa Mesa Attn: Marj Erickson Finance Department - Purchasing 77 Fair Drive Costa Mesa, CA 92626	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Maria Duarte Mavor</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – SCHEDULED PERSON OR  
 ORGANIZATION**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p><b>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.</b></p>	<p><b>PER CONTRACT</b></p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THIS POLICY.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 506-893349-7  
CLEANSTREET, INC.  
DBA: CALIFORNIA STREET MAINTENANCE

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
<b>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.</b>	<b>PER CONTRACT</b>

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THIS POLICY.

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.