

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

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 29th day of November, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CLEANSTREET, LLC, a California limited liability company ("Contractor").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide pressure washing, sweeping and debris removal services, 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 Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor shall comply with all applicable Prevailing Wage Laws in connection with the Services. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. 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.

1.4. 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 applicable to the services required under this Agreement. 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.

1.5. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. 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.

1.7. 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 annual compensation shall not exceed Fifty Thousand Dollars (\$50,000.00).

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 five (5) years, ending on November 28, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by 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.

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, facsimile 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; (b) at 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, LLC  
1937 W. 169th Street  
Gardena, CA 90247  
Tel: (800) 225-7316  
Attn: Rick Anderson

**IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 327-7472  
Attn: Paul Mackinen

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 "C" 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. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. 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.

6.19. 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.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

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

6.22. 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.

6.23. 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.

6.24. 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.

6.25. 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

Date: 12/3/2021

Joseph Borden - Chief Financial Officer  
\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

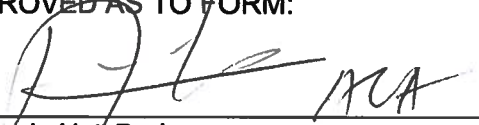
*for*   
\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: 12/20/21

ATTEST:


*for*   
\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

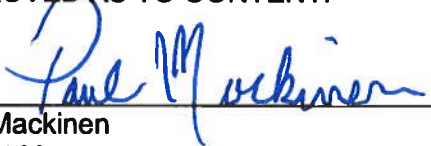
Date: 12/20/21

APPROVED AS TO INSURANCE:

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

Date: 12/13/21

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Paul Mackinen  
Project Manager


Date: 12/14/21

DEPARTMENTAL APPROVAL:

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

Date: 12/16/2021

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Carol Molina  
Finance Director

Date: 12/9/2021

**EXHIBIT A**  
**SCOPE OF WORK**

**SCOPE OF WORK  
FOR  
PRESSURE WASHING**

The City of Costa Mesa is seeking quotes to provide pressure washing and debris removal services at various locations throughout the City. Generally, the work will take place Monday through Friday during nighttime hours on Newport Boulevard and West 19<sup>th</sup> Street.

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 sweeping or blowing the sidewalks and surrounding area clean of debris, sweeping the gutter line, collecting and properly disposing of collected material on a monthly basis or as directed by City's designated staff. Work requests will be issued as either written or verbal directions as appropriate. Disposal of collected debris will be the responsibility of the successful bidder.
2. Work will consist of pressure washing the sidewalks and surrounding areas on one time a month or as directed by City's designated staff. 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 monthly sweeping or blowing and pressure washing the decorative sidewalks, bus stops, bus benches, trashcans and surrounding areas. Clean up of debris, sweeping the gutter line, collecting and properly disposing of collected material on north bound Newport Blvd. from Rochester Street to East 19<sup>th</sup> Street. A distance of approximately one thousand five hundred and fifty-five linear feet. (1,550 L.F.)

Work will consist of monthly sweeping or blowing and pressure washing the sidewalks, bus stops, bus benches, trashcans and surrounding areas. Clean up of debris, sweeping the gutter line, collecting and properly disposing of collected material on both sides of West 19<sup>th</sup> from Harbor Boulevard to Placentia Avenue. A distance of approximately seven thousand and three hundred linear feet (7,300 L.F.)

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 an authorized representative of the City accepts inspected area. 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 comply 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. The successful bidder at no cost to the City will redo any work deemed not acceptable 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:

Juan Santos, Streets and traffic Maintenance Supervisor at (714) 327-7475, Fax: (714) 327-7474, or  
e-mail: [juan.santos@costamesaca.gov](mailto:juan.santos@costamesaca.gov)

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

1. Northbound Newport Boulevard from Rochester Street to 19<sup>th</sup> Street in the City of Costa Mesa CA. Newport Boulevard is an entertaining, dining and retail business district with several establishments that remain open until 2:00 am. The work requested in this quote shall be performed at night between the hours of 2:00 am and 6:00 am Monday through Friday, after the closing of business.
2. West 19<sup>th</sup> Street from Harbor Boulevard to Placentia Avenue, both sides of the street in the City of Costa Mesa, CA. West 19<sup>th</sup> Street is a business and commercial district with entertaining, dining and retail shops dispersed throughout, with several establishments that remain open until 2:00am. The work requested in this quote shall be performed at night between the hours of 2:00 am and 6:00 am Monday through Friday, after the closing of business.
3. The Successful bidder must be able to supply monthly high quality pressure washing and monthly street/sidewalk sweeping 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 hourly rates to furnish all labor, equipment, permits and fees to provide the listed services for monthly high-pressure washing and street/sidewalk sweeping, for the City of Costa Mesa.

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.

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



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

**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: 09-30-2021

**QUOTES WILL BE RECEIVED UNTIL**  
**11:00 a.m. on October 19, 2021**  
**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 [paul.mackinen@costamesaca.gov](mailto:paul.mackinen@costamesaca.gov)**

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

**FOR: PRESSURE WASHING, SWEEPING AND DEBRIS REMOVAL AT  
NEWPORT BOULEVARD AND WEST 19<sup>TH</sup> STREET,**

CONTACT PERSON: Paul Mackinen (714) 327-7472

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** 5 years MONTHS 60

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: 1

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

800.225.7316

Address

Telephone

Gardena

CA

90247

City

State

Zip

R. Anderson

Director of Business Development

Authorized Signature

Title

Federal I.D. Number

**RETAIN ONE COPY FOR YOUR FILES**

**ALL QUOTATIONS MUST BE SIGNED**

**QUOTE SHEET  
FOR  
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	Est. Qty	Billing Unit	Sweeping and Debris Removal	Pressure Washing
Northbound Newport Boulevard, from Rochester Street to 19 <sup>th</sup> (East Side Only) Monthly	1,550	Linear Foot	\$ included	\$ 496.00
West 19 <sup>th</sup> Street, From Harbor Boulevard to Placentia (Both Sides of Street) Monthly	7,300	Linear Foot	\$ included	\$ 2803.00
<b>Total Bid Amount: Per Month</b>				<b>\$ 3,299.00</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.

<b>ON-CALL SERVICES</b> <b>Description of Work</b>	<b>Est. Qty</b>	<b>Billing Unit</b>	<b>Sweeping and Debris Removal</b>	<b>Pressure Washing</b>
On-call services during normal business hours	10	Linear Foot	\$ included	\$ 3.60
On-call services after business hours	10	Linear Foot	\$ included	\$ 4.00
<b>Total Bid Amount:</b>				<b>\$ 7.60</b>

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  
 1937 W 169th Street  
 \_\_\_\_\_  
 Address  
 Gardena CA 90247  
 \_\_\_\_\_  
 City State Zip  
 \_\_\_\_\_  
 Signature of Person Authorized to Sign  
 Rick Anderson  
 \_\_\_\_\_  
 Printed Name

Name: Rick Anderson  
 \_\_\_\_\_  
 Title: Director of Business Development  
 \_\_\_\_\_  
 Phone: 310.740.1601  
 \_\_\_\_\_  
 Fax: 310.538.8015  
 \_\_\_\_\_  
 E-mail: randerson@cleanstreet.com  
 \_\_\_\_\_

Director of Business Development

Title

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# BIDDER INFORMATION



## COMPANY INFORMATION

**Business Name:** CleanStreet  
**Physical/Mailing/Remit to Address:** 1937 W. 169<sup>th</sup> Street, Gardena, CA 90247  
**Federal I.D. Number:** 95-4147708  
**Business Type:** LLC  
**Telephone:** (800)225-7316  
**Fax:** (310)538-8015

**LLC filing as c-corp. 100% owned by SCA of CA, LLC**

**Directors:** Christopher Valerian, CEO, President; Daniel Naurt, CFO; Matthew Spenser, COO; Michael Siragusa, Vice President; Joseph P Frola, Executive Vice President; Tony Cincotta, Regional Vice President

## ADDITIONAL INFORMATION

**How many years has Bidder's organization been in business as a Contractor?**  
48 years

**Under what other or former names has Bidder's organization operated?**  
CleanStreet, Inc. conversion to CleanStreet, LLC filed January 25, 2021

**Has Bidder ever failed to complete any work awarded to it?**  
No

## PROJECT PERSONNEL

Rick Anderson, Director of Business Development  
**Telephone:** (310)538-6986 **Email:** [randerson@cleanstreet.com](mailto:randerson@cleanstreet.com)

Mike Zamora, Site Manager  
**Telephone:** (310)436-6560 **Email:** [mzamora@cleanstreet.com](mailto:mzamora@cleanstreet.com)

Alex and Jenny, Dispatch  
**Telephone:** (310)538-6903 **Email:** [service@cleanstreet.com](mailto:service@cleanstreet.com)

Cynthia Cruz, Account Receivables  
**Telephone:** (310)436-6512 **Email:** [ccruz@cleanstreet.com](mailto:ccruz@cleanstreet.com)

## REFERENCES



### HOLLYWOOD ENTERTAINMENT DISTRICT

**Contact:** Lorin Lappin

**Email:** [lorin@hollywoodbid.com](mailto:lorin@hollywoodbid.com)

**Mailing Address:** 6562 Hollywood Blvd, Los Angeles, CA 90028

**Phone:** (323)463-6767

**Work Type:** Pressure Washing, Street Sweeping,  
Trash Porter, Graffiti Removal, Weed Abatement

**Service Dates:** 2018-current

### HOLLYWOOD MEDIA DISTRICT

**Contact:** Dianna Eisenberg

**Email:** [bidadmin@mediadistrict.org](mailto:bidadmin@mediadistrict.org)

**Mailing Address:** 948 N. Sycamore Avenue, Los Angeles, CA 90038

**Phone:** (323)371-7438

**Work Type:** Trash Porter, , Pressure Washing,  
Weed Abatement, Sidewalk Sweeping

**Service Dates:** 2020-current

### LOS ANGELES NEIGHBORHOOD INITIATIVE/ WEST ADAMS

**Contact:** Moises Gomez

**Email:** [moises@lani.org](mailto:moises@lani.org)

**Mailing Address:** 800 S. Figueroa Street, Suite 970, Los Angeles, CA 990017

**Phone:** (213)627-1822

**Work Type:** Trash Porter, Street Sweeping,  
Pressure Washing

**Service Dates:** 2013-current





## CREDIT APPLICATION

Clean Street, LLC  
1937 W 169<sup>TH</sup> Street  
Gardena, CA 90247

PHONE: 310.538.5888  
PHONE: 800.225.7316  
FAX: 424.233.1902

TYPE OF BUSINESS: Street Sweeping  
YEAR BUSINESS ESTABLISHED: 1965  
FEDERAL TAX ID# 95-4147708  
STATE ID# 209-1209

## MANAGEMENT

Rick Anderson  
Director of Business Development  
2508 Via Campesina  
PV Estates, CA 90274

PHONE: 310.375.7978  
CELL: 310.740.1601

Nita Moran  
Controller  
15119 Doty Avenue  
Lawndale CA 90260

PHONE: 310.538.5888 x 114  
CELL: 310.612.8705

## TRADE REFERENCES

Mutual Liquid Gas & Equipment  
17117 S Broadway  
Gardena, CA 90248-3191  
310.515.0553 (o)  
310.515.2633 (f)  
[credit@mutualpropane.com](mailto:credit@mutualpropane.com)

Velocity Vehicle Group  
PO Box 101284  
Pasadena, CA 91189  
562.447.1228 (o)  
562.692.6389 (f)  
[jconcepcion@vvgtruck.com](mailto:jconcepcion@vvgtruck.com)

Gardena Auto Parts, Inc.  
16517 S Normandie Avenue  
Gardena, CA 90247  
310.324.1171 (o)  
310.515.3644 (f)  
[sharon@napaeddings.com](mailto:sharon@napaeddings.com)

## BANK REFERENCE

Pacific Western Bank  
17901 Von Karman Avenue, Suite 450  
Irvine, California 92614  
Account # 1001769825

Akash Patel  
949.399.5059 (o)  
714.883.3226 (c)

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

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

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 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;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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.