

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") for professional services is made on June 27, 2017, between the City of Hercules, a California municipality ("City"), and Clean Street, a ("Consultant").

1. Scope of Services. Consultant shall provide to City the professional services described in the Scope of Services, attached hereto as **Attachment A** and incorporated herein (the "Services"). Only the City's governing body or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

2. Term. This Agreement shall become effective on July 1, 2017, and shall terminate upon the full and satisfactory completion of the Services unless terminated sooner in accordance with Section 11 of this Agreement. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

3. Compensation. For the full and satisfactory completion of the Services, City shall compensate Consultant in an amount not to exceed Five Thousand Five Hundred Dollars per Month (\$5,500 per month), without prior written authorization by City. Consultant's Fee Schedule is attached hereto as **Attachment B** and incorporated herein.

4. Allowable Reimbursable Expenses. City shall compensate Consultant for the following Allowable Reimbursable Expenses at the following rate(s), not to exceed a total of zero Dollars (\$0), without prior written authorization:

Allowable Reimbursable Expense: Rate:

5. Payment. City shall pay Consultant for services satisfactorily provided during each calendar month within thirty (30) days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum:

- 5.1 A description of the specific Services provided,
- 5.2 the name of the individual providing the Services,
- 5.3 the date(s) upon which the Services were provided,
- 5.4 the time spent providing the Services,
- 5.5 the amount due for the Services and the basis for calculating the amount due, and
- 5.6 an itemized summary of Allowable Reimbursable Expenses.

6. Independent Contractor. The parties agree that Consultant shall act as an independent contractor under this Agreement and shall have control of its work and the manner in which it is

performed. Consultant is not an employee of City and is not entitled to participate in any health, retirement, or similar employee benefits from the City.

7. Consultant's Warranties.

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the state.

7.2 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws.

7.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

8. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

City:

City of Hercules
111 Civic Drive
Hercules, CA 94547
Telephone (510) 799-8200
Fax (510) 799-2521
Attention:
Title: City Clerk

Consultant:

Clean Street
1937 West 169th Street
Gardena, California 90247
Telephone (800) 225-7316
Fax (310) 538-8015
Attention: Rick Anderson
Title: Director of Business Development

9. Indemnity. The terms and conditions set forth in subsection 9.1., below, are applicable to this Agreement if the Services to be provided by Consultant are "design professional" services as used and defined in Civil Code section 2782.8. The terms and conditions set forth in subsection 9.2., below, are applicable to this Agreement if the Services to be provided by Consultant are "design professional" services as used and defined in Civil Code section 2782.8.

9.1 Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of the City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers'

Compensation or other employee benefit acts, or by insurance coverage limits, and shall survive the expiration or early termination of this Agreement. This subsection 9.1 does not apply if the Services to be provided under this agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

9.2 To the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, its governing body, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents or employees under Workers' Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement. This subsection 9.2 is applicable if the Services to be provided under this agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

10. Insurance. Before providing any services under this Agreement, Consultant shall be required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of services under this Agreement, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, City may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

10.1 The following insurance policies and limits are required for this Agreement:

10.1.1 **Commercial General Liability Insurance ("CGL").** The CGL policy shall be issued on an occurrence basis, written on a comprehensive general liability form, and shall include coverage for liability arising from Consultant's acts or omissions in the performance of services under this Agreement with limits of at least one million dollars (\$1,000,000.00) per occurrence. The CGL policy must name City as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and must protect City, its officers, employees, and agents against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Agreement. The CGL coverage may be arranged under a single policy for the full limits required or

by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

10.1.2 Automobile Insurance. The automobile liability insurance shall cover bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence, including owned, hired, and non-owned vehicles.

10.1.3 Workers' Compensation Insurance and Employer's Liability. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least one million dollars (\$1,000,000.00). If Consultant is self-insured, Consultant shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

10.1.4 Professional Liability. This insurance must insure against Consultant's errors and omissions in the provision of services under this Agreement, in an amount no less than one million dollars (\$1,000,000.00) combined single limit.

10.2 Each certificate of insurance must state that the coverage afforded by the policy or policies shall not be reduced, cancelled or allowed to expire without at least thirty (30) days written notice to City, unless due to non-payment of premiums, in which case at least ten (10) days written notice shall be made to City.

10.3 Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City.

10.4 The CGL policy must include the following endorsements:

10.4.1 The inclusion of more than one insured shall not operate to impair the rights of one insured against another, and the coverages afforded shall apply as though separate policies have been issued to each insured.

10.4.2 The insurance provided is primary and no insurance held or owned by City shall be called upon to contribute to a loss.

11. Dispute Resolution. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

11.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall

jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

11.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

12. Early Termination.

12.1 **Termination for Convenience.** City may terminate this Agreement for convenience by giving Thirty (30) calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to that date.

12.2 **Termination for Cause.** If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice Thirty (30) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

13. **Work Product.** City shall be the sole owner of all rights to any work product in any form which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the parties.

14. General Provisions.

14.1 **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

14.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

14.3 **Nondiscrimination.** Consultant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

14.3.1 **Avoidance of Cronyism and Nepotism.** Consultant shall comply with regulations adopted by the City of Hercules to avoid favoritism in the award of contracts. Consultant shall submit a fully executed copy of the "Contractor

Acknowledgment of City of Hercules Nepotism and Cronyism Policy” as Attachment C to this Agreement.

14.4 Choice of Law and Venue. This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which City is located, and no other place.

14.5 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

14.6 Amendment. No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.

14.7 Provisions Deemed Inserted. Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.

14.8 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

14.9 Attachments. If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment.

14.10 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14.11 Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

14.12 **Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

14.13 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14.14 **Authorization.** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents. As to those Parties that are corporations, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

The parties agree to this Agreement as witnessed by the signatures below:

CITY

Signature: David BM

Printed Name: David C. Biggs

Title: City Manager

Date: 8/22/17

CONSULTANT

Signature: R. Anderson

Printed Name: Rick Anderson

Title: Director of Business Development

Date: August 22, 2017

APPROVED AS TO FORM:

Patrick Tang

Patrick Tang, City Attorney

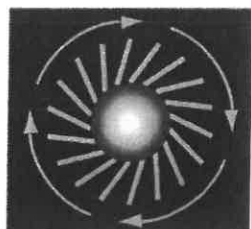
Attachments:

Attachment A: Scope of Services

Attachment B: Consultant's Fee Schedule

Attachment C: Contractor/Consultant Acknowledgment of City of Hercules Nepotism and Cronyism Policy

Attachment D: Request for Proposal



CleanStreet

Cleaning Your Environment



STREET SWEEPING SERVICES

EXCLUSIVELY FOR

CITY OF HERCULES

JUNE 12, 2017

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



June 9, 2017

Mr. Jeff Brown
City of Hercules
111 Civic Drive
Hercules, CA 94547

Dear Mr. Brown,

It is my pleasure to present to you our proposal for providing high-quality street sweeping services for the City of Hercules.

We serve more than 55 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service.

We understand that the City of Hercules is seeking a problem free service provider. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

The scope of work will include residential sweeping monthly and commercial sweeping twice monthly.

The cost to provide street sweeping services to the City of Hercules is \$5,500.00 per month.

Thank you for this opportunity. We would enjoy working for the City of Hercules. I hope we can be of service.

Please feel free to give me a call if you have any questions or comments.

Sincerely,
CLEANSTREET

Rick Anderson
Director of Business Development

Cell: (310) 740-1601
Office: (800) 225-7316 x108

QUALITY ASSURANCE



CleanStreet has established a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as are necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationship with our clients. We are confident that we can do an excellent job for the city. We would accomplish this by following these guidelines:

Skilled Operators

We will sweep your City utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

Quality Equipment

We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.

CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

Standards of Quality

We will make it clear to our operators that we will expect completely clean streets, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and the community.

Supervision

We will assign your City to a regular supervisor. The supervisor will visit the City on a daily basis during the first weeks of our operations. Once timings are set, the supervisor will visit the City at least once per week on monthly basis.



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

QUALITY ASSURANCE



Complaints

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than 6 hours.

Our attitude toward quality and this level of service makes the whole sweeping program run smoothly.

Communications

We have cellular phone contact with our operators at all times.

Emergencies

We will provide the City with a 24-hour hotline number to handle all emergencies.

Back Up Equipment

We will always have back-up equipment available to us at all times.

Toll Free line

We will provide a toll free number to your City to receive field staff reports, complaints, emergencies or requests for extra work.

Monthly Meeting and Report

At least one time per month and more often if necessary, there will be a meeting between representatives of CleanStreet and your City to assess performance and to seek ways to improve service. We will provide truly monthly reports.



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

ORDINANCE NO. 486

AN ORDINANCE OF THE CITY OF HERCULES ESTABLISHING POLICIES TO ADDRESS AND PREVENT NEPOTISM AND CRONYISM IN CITY EMPLOYMENT AND CONTRACTING

WHEREAS, to promote and maintain confidence in City government, it is imperative that City employment and contracting are free from nepotism, cronyism, patronage, and favoritism; and

WHEREAS, it is imperative that City employment and City contracts be based on merit, so that citizens are assured that City employees will be providing the highest quality service to those deserving citizens; and

WHEREAS, nepotism, cronyism, patronage, and favoritism are demoralizing and dispiriting to the dedicated, hard-working employees of the City; and

WHEREAS, the hiring of city officials, contractors and consultants who have a family, business, or consensual romantic and/or sexual relationship with a City official creates the appearance of impropriety and should be discouraged.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hercules as follows:

1. The Hercules Municipal Code is hereby amended to include Title 2, Chapter 3, Article 4, to read as follows:

**“Article 4. PREVENTION OF NEPOTISM AND CRONYISM IN
EMPLOYMENT AND CONTRACTING**

Sec. 2-3.401 Purpose

In adopting this Article, it is the intent of the City Council to prohibit the contracting with, and employment of, relatives and friends of City Officials, to ensure that no conflict of interest, favoritism, preferential treatment, or discrimination enters into the hiring, promotion, contracting and/or transfer practices of the City.

The regulations established by this Article shall apply to all City officials, as defined herein, and to all individuals or firms who provide services to the City as independent contractors or paid consultants.

Sec. 2-3.402 Definitions

“City” as used herein shall mean the City of Hercules, California.

"City Officials" for the purposes of this Article means City Elected Officials, City Appointed Officials, appointees to City ad hoc or standing committees, appointees to City Commissions, and City Employees, including all individuals who are employed by the City Manager, City Attorney, and City Clerk, as well as all employees of City Agencies and Departments.

"Contractor" means any individual or firm providing material, equipment, or services to the City pursuant to a written or oral agreement with the City as an independent contractor or consultant, and not as an employee.

"Family Relationship" means a relationship by blood, adoption, marriage, domestic partnership, foster care, and cohabitation, and includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, children, foster children, uncles, aunts, nephews, nieces, first cousins, second cousins, siblings, and the spouses or domestic partners of each of these relatives and cohabitants. This definition includes any relationship that exists by virtue of marriage or domestic partnership, such as in-law and step relationships, which are covered to the same extent as blood relationships.

"Consensual Romantic and/or Sexual Relationship" means any consensual romantic and/or sexual relationship between a City official or Contractor and any City official who may supervise him or her directly or indirectly, or who may influence the terms and conditions of his or her employment or contract with the City.

"Cronyism" means making an employment or contracting decision based upon personal, political, financial, or commercial relationships instead of merit when the person or entity benefitting from the employment, promotion, supervision or contract does not have the qualifications for the position or contract, or is being compensated at a rate that is more than the rate that would be paid other employees or contractors performing the same or similar functions.

"Nepotism" means employing, promoting, supervising or contracting with a person or persons who have a family relationship or a consensual romantic and/or sexual relationship with a City official.

Sec. 2-3.403 Restricting Nepotism and Cronyism in Public Employment.

(a). Statement of Policy.

It is the policy of the City of Hercules to hire, promote, and transfer employees on the basis of individual merit and to avoid favoritism or discrimination in making such decisions. The employment of relatives of City officials, in positions where one might have influence over the other's status or job security, is regarded as a violation of this Section. Nepotism and cronyism, as defined in Section 2-3.402, are prohibited from City employment decisions to the full extent permitted by law.

It is therefore the City's policy to prohibit nepotism and cronyism in public employment according to the guidelines below:

- (1) An individual will not be hired, promoted, transferred, or otherwise placed into a position when a person with whom the individual has a family relationship or consensual romantic and/or sexual relationship occupies a position in his or her direct supervisory chain of command.
- (2) Individuals will not be hired, promoted, transferred, or otherwise placed into a position when to do so would constitute cronyism.
- (3) Department Heads are prohibited from employing or supervising any person with whom the Department Head has a family relationship or consensual romantic and/or sexual relationship within his/her department in any capacity in which that person may receive compensation.
- (4) Department Heads are prohibited from employing or supervising any individual, when to do so would constitute cronyism.
- (5) City positions should be advertised to the public and filled pursuant to an objective selection process based upon qualification.

(b) Resolving a Violation.

In the event nepotism or cronyism arises due to circumstances such as through promotion, transfer, the development of a consensual romantic and/or sexual relationship or marriage, the involved individuals have six (6) months in which to settle the issue voluntarily (i.e. by having one of them change assignment or leave City employment.)

If the affected parties are unable to resolve the situation within the time provided, their immediate supervisors will review the case at the end of the six-month period. The supervisor's decision concerning which employee must change assignment, made after consultation with the Director of Human Resources, will be binding.

(c) Responsibility to Report.

It is the responsibility of a City Official to report a violation of this Section. A City employee must notify his/her supervisor, and it is the responsibility of an elected or appointed official to notify the City Manager, or the City Attorney in the case of a violation by the City Manager, when any of the following situations occur:

- (1) When a person who is hired or appointed, or is being considered to be hired or appointed, has a family relationship or consensual romantic and/or sexual relationship with a City Official, and/or
- (2) When a City Official has or develops a family relationship or consensual romantic and/or sexual relationship with another City Official who occupies a position in his or her direct supervisory chain of command, and/or
- (3) When hiring, promotion, appointment or supervision of a City Official constitutes cronyism as defined in Section II.

The intent of this Section is to ensure that no conflict of interest, favoritism, preferential treatment, or discrimination enters into the hiring, promotion, and/or transfer practices of the City.

(d) Penalty for Failure to Report.

A City Official, other than an elected official, who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is employed by the City, or who knows or should know of any employment decision that constitutes nepotism or cronyism and fails to report the violation, is subject to discipline, including but not limited to suspension or termination.

An elected official who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is employed by the City, or who knows or should know of an employment decision that constitutes nepotism or cronyism and fails to report the violation, is subject to censure.

Sec. 2-3.404 Restricting Nepotism and Cronyism in Public Contracting.

(a) Statement of Policy.

It is the policy of the City of Hercules to avoid favoritism or discrimination in making decisions to award contracts for supplies, construction, maintenance, professional or other services. The awarding of a contract or the approval of payments or expenses under a contract by a City Official, to a person with whom she or he has a family relationship or a consensual romantic and/or sexual relationship, is regarded as a violation of this Section. Nepotism and cronyism as defined in Section 2-3.402 are hereby prohibited from City contracting decisions to the full extent permitted by law.

It is therefore the City's policy to prohibit nepotism and cronyism in City contracts, according to the guidelines below:

(1) An individual Contractor shall not be awarded a contract with the City when the Contractor has a family relationship or consensual romantic and/or sexual relationship with a City Official who may have some influence over the award or management of the contract, or when the award of a contract to that individual Contractor would constitute nepotism or cronyism.

(2) Firms shall not be awarded contracts with the City when an owner, manager, senior member, principal, officer, or partner of the firm has a family relationship or consensual romantic and/or sexual relationship with a City Official who may have some influence over the award or management of the contract, or when the award of a contract to a firm would constitute nepotism or cronyism.

(3) A City Official is prohibited from awarding contracts to any individual with whom he or she has a family relationship or consensual romantic and/or sexual relationship, or to any firm when an owner, manager, senior member, principal, officer, or partner of the firm has a family relationship or consensual romantic and/or sexual relationship with the employee or official, or when to do so would constitute nepotism or cronyism.

The intent of this Section is to ensure that no conflict of interest, favoritism, or discrimination enters into the contracting practices of the City.

(b) Responsibility to Report a Violation of Regulations Against Contracting with Relatives or Contracts that Constitute Cronyism.

It is the responsibility of a City Official to report a violation of this Section. A City employee must notify his or her supervisor, and an elected or appointed official must notify the City Manager, or the City Attorney in the case of a violation by the City Manager, when he or she is aware of any of the following situations:

(1) When a person who has a family relationship or consensual romantic and/or sexual relationship with a City Official is being considered for the award of a contract to provide services to the City, and/or

(2) When a City Official has or develops a family relationship or a romantic and/or consensual sexual relationship with a person who has an existing contract to provide services to the City, and/or

(3) When the award of a contract would constitute nepotism or cronyism as defined in Section 2-3.402.

(c) Penalty for Failure to Report.

A City Official, other than an elected city official, who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is being considered for or has been awarded a contract with the City in violation of this Section, and fails to report the violation, is subject to discipline, including, but not limited to, suspension or termination.

An elected official who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is being considered for or has been awarded a contract with the City in violation of this Section and fails to report the violation, is subject to censure.

A Contractor who has a contract with the City or who seeks a contract with the City and fails to report that a person with whom she or he has a family relationship or consensual romantic and/or sexual relationship is employed by the City or is a City Official, or that the award of the contract constitutes cronyism in violation of this Section, may have his or her contract terminated and may be precluded from being awarded any future contracts with the City.

Sec. 2-3.405 Penalties Not Exclusive.

The penalties provided under this Article are not exclusive, and do not preclude punishment under any other applicable provision of law.

Sec. 203.406 Notice and Acknowledgment.

(a) The requirements of this Article shall be acknowledged annually by all City Officials who are required to comply with State of California financial disclosure requirements, on a form developed by the City Attorney and provided by the City Clerk. The written acknowledgment must be submitted at the time such financial disclosures are required to be submitted.

(b) All contractors and prospective contractors shall be notified in writing of the requirements of this Article at the time the City issues a request for proposals or qualifications, and prior to entering into a sole source agreement."

2. Severability.

In the event that any one or more of the provisions of this Ordinance are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Ordinance, and this Ordinance shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

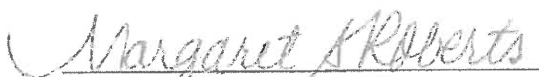
3. The foregoing Ordinance was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the twenty-eighth day of April, 2015 by the following vote of the Council:

AYES: M. de Vera, C. Kelley, B. Kelly, S. McCoy, D. Romero

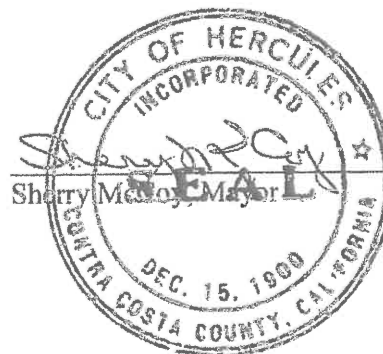
NOES: None

ABSENT: None

ATTEST:



Margaret S. Roberts, MMC
Administrative Services Director/City Clerk





CONTRACTOR ACKNOWLEDGMENT OF CITY OF HERCULES NEPOTISM AND CRONYISM POLICY

SECTION A:

To be completed by City Representative Prior to Distribution to Contractor:

City Representative Jeff Brown Phone (510)799-8252 Project Spec No. _____
Department Public Works Department Contract/Proposal Name Street Sweeping

SECTION B:

This is an ☒ Original ☐ Revised form (check one). If Original, complete all that applies. If revised, complete Contractor Name and include any changed data.

Contractor/Consultant Name Clean Street Phone 800-225-7316
Street Address 1937 West 169th Street City Gardena State CA Zip 90247

Type of Submission (Check One) ☐ Bid ☐ Proposal ☐ Qualification ☒ Contract/Agreement/Amendment

SECTION C:

The undersigned Contractor's Representative acknowledges by his or her signature the following:

It is the policy of the City of Hercules to avoid favoritism or discrimination in making decisions to award contracts for supplies, construction, maintenance, professional or other services. The awarding of a contract or the approval of payments or expenses under a contract by a City Official, to a person with whom she or he has a family relationship or a consensual romantic and/or sexual relationship, is regarded as a violation of this Section. Nepotism and cronyism as defined in Section 2-3.402 are hereby prohibited from City contracting decisions to the full extent permitted by law.

I have read Hercules Ordinance Number 486 and certify that I/we have not knowingly, nor will I/we in the future, enter into a contract with the City of Hercules or accept payment from the City of Hercules when to do so is in violation of Ordinance Number 486.

If circumstances require changing the information on this form while I/we have a bid, proposal, or qualifications under review, or while we are under contract with the City, we will amend this form within five business days.

Signature

Rick Anderson

Print Name of Signer

8/22/17

Date

Director of Business Development

Position

SECTION D:

To Be Completed by Administrative Services Department with the City of Hercules after Submission of the Completed Form by Contractor

Date Received by City _____

By _____



MEMORANDUM FROM THE CITY OF HERCULES

TO: Selected Street Sweeping Firms
FROM: Jeff Brown Public Works Superintendent
DATE: May 23, 2017
SUBJECT: Request for proposal

The City of Hercules is requesting a proposal for street sweeping services. The work consists of providing street sweeping services city-wide.

Schedule of Services:

Street sweeping shall be performed on those days determined by mutual agreement by the City Public Works Director and the Contractor. No deviation from said schedule shall be permitted without prior approval of the Municipal Services Director.

Street Sweeping Services:

Contractor shall sweep all designated streets shown on the attached map either twelve (12), twenty-four (24) or fifty-two (52) times per year. (Residential monthly or weekly and commercial twice a month)

All commercial area shall be swept during nights or weekends.

The sweeper shall be a self-propelled sweeper with dual gutter brooms and an effective eight (8) foot sweeping width.

The sweeper shall have a minimum 200 gallon water tank for use as a dust suppressor.

If the Public Works Director determines that the equipment or brooms being utilized by the Contractor are inadequate, the Public Works Director shall give written notice to the Contractor to replace said equipment/brooms prior to the next sweeping cycle.

Monthly reports are required identifying the types and quantities of materials captured by the street sweeping process.

Proposals shall be sent by mail or hand delivered to City of Hercules 111 Civic Dr. Hercules CA 94547 attention Jeff Brown no later than June 12th by 5pm.

Please note that the firm selected will be required to execute a contract agreement with the City of Hercules. Your proposal shall include any concerns with respect to this proposed contract.

Should you have any questions you can contact me at 510-799-8252 or at jbrown@ci.hercules.ca.us .



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2017

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).

PRODUCER Marron Insurance Services/Global Risk, LLC 1891 N. Gaffey Street, Suite 203 San Pedro, CA 90731 License #0E63455	CONTACT NAME: PHONE (A/C, No, Ext): 310-514-8425 FAX (A/C, No): 310-514-8688 E-MAIL ADDRESS: becky@marronins.com																					
INSURED CleanStreet, Inc. DBA: California Street Maintenance 1937 W 169th Street Gardena, CA 90247	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER B :</td><td>Alaska National Insurance Company</td><td>38733</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	United States Fire Insurance Company	21113	INSURER B :	Alaska National Insurance Company	38733	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	506-888208-9	04/01/17	04/01/18	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		506-888208-9	04/01/17	04/14/18	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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	523-805724-9	04/01/17	04/01/18	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"/> Y N/A	17D WS 08875	04/01/17	04/01/18	<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)

City of Hercules, its Officers, Employees and Agents are named as Additional Insured per attached endorsements.

10 Day notice will apply for non payment of premium.

CERTIFICATE HOLDER City of Hercules 111 Civic Drive Hercules, CA 94547	CANCELLATION 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
--	--

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**POLICY NUMBER: 506-888208-9
CLEANSTREET, INC.
DBA: CALIFORNIA STREET MAINTENANCE**

COMMERCIAL GENERAL LIABILITY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provide under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF HERCULES, ITS OFFICERS, EMPLOYEES AND AGENTS

**The following is added to Paragraph 8. TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHER TO US of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 506-888208-9
CLEANSTREET, INC.
DBA: CALIFORNIA STREET MAINTENANCE

COMMERCIAL GENERAL LIABILITY
CG20107 07

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
CITY OF HERCULES, ITS OFFICERS, EMPLOYEES AND AGENTS	
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.

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: 506-888208-9
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

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
CITY OF HERCULES, ITS OFFICERS, EMPLOYEES AND AGENTS	

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND
NONCONTRIBUTORY – AMENDMENT OF OTHER
INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4.a. of **SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary to and noncontributory with any other insurance available to the additional insured.

All other terms and conditions remain unchanged.