Summary Title: Contract Approval for Street Sweeping Services

Title: Approval of Contract Number C20177684 With Contract Sweeping Services, Inc., for Street Sweeping Services With a Five-year Term and Total Not-to-Exceed Amount of $5,608,232; and Authorization of the City Manager or Designee to Execute Contract Amendments to Memorialize any Annual Consumer Price Index Adjustments to the Compensation Rates as Provided in the Contract

From: City Manager

Lead Department: Public Works

Recommendation
Staff recommends that Council:

1. Approve and authorize the City Manager or his designee to execute Contract No. C20177684 with Contract Sweeping Services, Inc. (Attachment A), for street sweeping services, for a term of five years and a total amount not to exceed $5,608,232; and
2. Authorize the City Manager or his designee to execute contract amendments to memorialize the annual Consumer Price Index adjustments to the contractor’s compensation rates, as described in Section 6 of the contract.

Background
The Public Works Department’s Public Services Division is responsible for maintaining cleanliness throughout various City-owned public areas, including sweeping over 18,000 curb miles of streets annually. Street sweeping is a key maintenance task and requirement of State and Federal laws, including the federal Clean Water Act National Pollution Discharge Elimination System (NPDES) and the California State Water Resources Control Board. Street sweeping removes leaves, trash, and particulate debris such as metal particles from street surfaces and gutters, preventing these materials from entering the storm drain system and San Francisco Bay. The current street sweeping contract expires on April 24, 2020.

Discussion
Staff recommends Council approve a five-year contract with Contract Sweeping Services, Inc., to allow for the continuation of street sweeping, debris management, and unscheduled or
emergency services from April 27, 2020 through April 25, 2025. The sweeping services and frequency will remain unchanged from previous years for University and California Avenue business districts (3 times per week), El Camino Real (weekly), and biweekly for residential and light commercial areas. Frequency for residential and light commercial areas increases to weekly during “leaf season,” which typically occurs between mid-October and mid-February.

This contract is on the City’s General Services template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor. In the event the City finds itself facing a challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work.

A Request for Proposal (RFP) for street sweeping services was distributed to potential sweeping contractors via planetbids.com and builder’s exchanges on February 5, 2020. A proposal was received from one qualified contractor on February 26, 2020. A summary of the proposal is included in Table 1.

<table>
<thead>
<tr>
<th>Proposal Number / Name</th>
<th>RFP 177684 / Street Sweeping Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Length of Project</td>
<td>5 Years</td>
</tr>
<tr>
<td>Vendors Notified</td>
<td>11</td>
</tr>
<tr>
<td>Total Days to Respond to RFP</td>
<td>21</td>
</tr>
<tr>
<td>Number of Firms at Pre-Proposal Meeting</td>
<td>3</td>
</tr>
<tr>
<td>Number of Proposals Received</td>
<td>1</td>
</tr>
<tr>
<td>Proposal Price for Base Services for First Year</td>
<td>$941,302</td>
</tr>
</tbody>
</table>

The single proposal was received from the City’s current street sweeping contractor. Staff contacted two contractors who did not submit proposals and inquired why the vendors chose not to participate. The primary reasons include the large size of the service area and complexity of work, that includes sweeping the entire City; alternating services between “leaf season” and “non-leaf season” which creates logistical problems for both equipment and staffing; sweeping of two business districts three nights a week; debris hauling; unscheduled and emergency services required to handle unforeseen events such as auto accidents or disaster events; handwork that may require additional equipment to address areas inaccessible to street sweepers; and, due to the complexity of the work, are unable to provide the needed labor and equipment to perform what is required in the scope of work.

An evaluation committee consisting of three staff members from the Public Works Department’s Public Services and Environmental Services Divisions evaluated the one proposal received. Staff determined Contract Sweeping Services, Inc. was responsive to the City’s needs, met all evaluation criteria and is a qualified proposer. In addition, Contract Sweeping Services,
Inc. has been providing reliable street sweeping and sweeping debris hauling services for the City for the past five years and has provided a level of service that is acceptable to City staff. Their personnel, from management to office and field staff, are flexible and responsive to the City’s service requests and adept at responding to any complaints from City staff or residents. Staff has also checked with the Contractors State License Board and confirmed the contractor has an active license on file.

The price for basic services for the first contract year is $941,302. This is 39 percent higher than the current contract’s fifth year amount of $677,002 for base services (see Attachment B for a comparison). This higher amount includes an additional $25,000 for handwork and equipment (Task 3 – Non-routine Street Sweeping) that are now required for cleaning areas not accessible to street sweepers and areas that contain recently-built features such as protected bike lanes along Middlefield Road and Arastradero Road. In addition to handwork that is included in this contract, there are several drivers that resulted in a cost increase for these services. First, the Contractor must purchase two new sweepers to meet the City’s requirement that all sweepers operating in the City shall be five years or newer for the duration of the Contract. Operationally, a minimum of four street sweepers operate during leaf season on residential streets, one operates for night work within business districts, and spare sweepers are needed due to the high rate of failure for this type of equipment. New regulatory requirements by the California Air Resource Board (CARB) and Environmental Protection Agency (EPA) have driven sweeper prices from $160,000 to upwards of $250,000.

The second driver of the cost increase is increased wages that include adjustments for minimum wage, staff retention and job market competitiveness in the Bay Area, and higher costs to insure and maintain equipment. The previous contract with the vendor was bid at a much lower cost than the other proposer by approximately $600,000 annually. The proposed pricing in this new contract partially adjusts for this difference plus adjustments for labor, equipment, maintenance, and insurance as described above.

**Timeline**
The five-year contract with Contract Sweeping Services, Inc. has a contract term from April 27, 2020 through April 25, 2025.

**Resource Impact**
Funding for the street sweeping contract is appropriated in the Refuse Fund Operating Budget. There is an increase of $264,300 (39 percent, as above) in the cost for the first contract year compared to the last contract year of the existing (expiring) contract; however, there is sufficient funding encumbered in FY 2020 in the current contract to cover the increased cost of the new contract. As a result, a budget adjustment is not being recommended for FY 2021 as the budget for the contract was already allocated in the FY 2020 adopted budget and funding for FY 2021 will be allocated through current encumbered funding. The annual estimated budget for the subsequent contract years is shown in Table 2, which includes an estimated annual average of four percent increase based on the Consumer Price Index for Urban Wage
Earners and Clerical Workers for the San Francisco-Oakland-San Jose area (CPI). Any future need for an annual contract budget adjustment for a subsequent contract year will be addressed in the development of the FY 2022 budget and recommended to Council through the annual budget development process.

Table 2: Estimated Contract Costs assuming 4% annual CPI adjustments

<table>
<thead>
<tr>
<th>Year</th>
<th>Base Service</th>
<th>Additional Services</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse Fund - FY21</td>
<td>$941,302</td>
<td>$94,130</td>
<td>$1,035,432</td>
</tr>
<tr>
<td>Refuse Fund - FY22</td>
<td>$978,954</td>
<td>$97,895</td>
<td>$1,076,849</td>
</tr>
<tr>
<td>Refuse Fund - FY23</td>
<td>$1,018,112</td>
<td>$101,811</td>
<td>$1,119,923</td>
</tr>
<tr>
<td>Refuse Fund - FY24</td>
<td>$1,058,836</td>
<td>$105,884</td>
<td>$1,164,720</td>
</tr>
<tr>
<td>Refuse Fund - FY25</td>
<td>$1,101,189</td>
<td>$110,119</td>
<td>$1,211,308</td>
</tr>
<tr>
<td>Total for five years</td>
<td>$5,098,393</td>
<td>$509,839</td>
<td>$5,608,232</td>
</tr>
</tbody>
</table>

Policy Implications
This recommendation does not represent any change to existing City policies.

Stakeholder Engagement
Stakeholder engagement is not required for this contract because it is a continuation of the same level and frequency of street sweeping services.

Environmental Review
The recommended action is CEQA-exempt under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility of a significant effect on the environment.

Attachments:
- ATTACHMENT A - GENERAL SERVICES CONTRACT NO. C20177684 WITH CONTRACT SWEEPING SERVICES, INC.
- ATTACHMENT B - FEE COMPARISON OF 2014 CONTRACT AND PROPOSED PRICING
CITY OF PALO ALTO CONTRACT NO. C20177684

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 20th day of APRIL, 2020, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and CONTRACT SWEEPING SERVICES, INC., a California corporation, located at 760 E. Capitol Avenue, Milpitas, Ca 95035, Telephone Number: 408-639-6005 (“CONTRACTOR”). In consideration of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A.

2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “A-2” - Maps
- “B” - Schedule of Performance
- “C” - Schedule of Fees
- “D” - Insurance Requirements

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. TERM. The term of this Agreement is from April 27, 2020 to April 25, 2025 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

☐ The total maximum lump sum compensation of $________;
OR

☐ The sum of dollars ($ ) per hour, not to exceed a total maximum compensation amount of dollars ($ ); OR

☑ A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Five Million Six Hundred Eight Thousand Two Hundred Thirty-Two ($5,608,232.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

☑ CITY has set aside the sum of Ninety-Four Thousand One Hundred Thirty dollars ($94,130) for Additional Services for contract year 1, adjusted for successive contract years within the term of the Agreement in relation to the Consumer Price Index as detailed in Section 6 (Compensation for Successive Contract Years During the Term). CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR’s proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION FOR SUCCESSIVE CONTRACT YEARS DURING THE TERM.

☐ CONTRACTOR’S compensation rates for each successive contract year during the term shall be the same; OR

☑ CONTRACTOR’s compensation rates for each successive contract year during the term shall be adjusted effective on the commencement of each such successive contract year. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in Section 5
above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable successive contract year, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring contract year. Notwithstanding the foregoing, in no event shall CONTRACTOR’s compensation rates be increased by an amount exceeding five percent (5%) of the rates effective during the immediately preceding contract year during the term. Any adjustment to CONTRACTOR’s compensation rates shall be reflected in a written amendment to this Agreement.

7. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”. For purposes of this Section 7, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in “Appendix __ Claims for Public Contract Code Section 9204 Public Works Projects”.

☐ This project is a 9204 Public Works Project and is required to comply with the claims procedures set forth in Appendix __, attached hereto and incorporated herein.

OR

☑ This project is not a 9204 Public Works Project.

8. INVOICING. Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Roger Nguy Dept.: Public Works, Public Services Division, Telephone: 650-496-6913 email: Roger.Nguy@Cityofpaloalto.org. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS
A. ACCEPTANCE. CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.

B. QUALIFICATIONS. CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled “SERVICES,” and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.

D. SUBCONTRACTORS. CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.

E. TAXES AND CHARGES. CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.

F. COMPLIANCE WITH LAWS. CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.

G. PALO ALTO MINIMUM WAGE ORDINANCE. CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth

H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY. CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR’s performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR’s performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR’s request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

I. WARRANTIES. CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

J. MONITORING OF SERVICES. CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR’s work is completed in a satisfactory manner and complies with the provisions of this Agreement.

K. CITY’S PROPERTY. Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
L. **AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.

M. **NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.

N. **INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best’s Key Rating of A-:VII or higher and which are otherwise acceptable to CITY’s Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR’s liability or obligation to indemnify CITY under this Agreement.

O. **HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney’s fees, courts costs and
costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR’s obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

**P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**Q. WORKERS’ COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

**R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days’ prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR’s failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
S. ASSIGNMENTS/CHANGES. This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY. This Agreement may be amended only by written instrument executed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code.

T. CONFLICT OF INTEREST. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.

U. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of California.

V. ENTIRE AGREEMENT. This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

W. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Division,
which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

☒ This Project is not subject to prevailing wages. CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than $25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

OR
Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA. DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:
Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY’s request.

☐ [For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars ($100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR’s and its listed subcontractors’ payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

**BB. CONTRACT TERMS.** All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR’s proposal, the exhibits shall control.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager or Designee

Approved as to form:

City Attorney or Designee

CONTRACT SWEEPING SERVICES, INC.

By

Name Joe Vella

Title Owner

By

Name Gina Vella

Title President
EXHIBIT A  
SCOPE OF SERVICES

The CONTRACTOR will provide the Services as detailed in this Exhibit A, Scope of Services, and elsewhere in this Agreement. CONTRACTOR’s Proposal, submitted in response to the City’s Request for Proposals (RFP) no. 177684 for Street Sweeping Services, is hereby attached and incorporated into this Agreement as though fully set forth herein. In the event of a conflict between this Agreement and the Proposal, this Agreement shall control.

DEFINITIONS AND TERMS

Curb Mile - Curb mile shall be defined as the distance the sweeping machine travels with an effective sweeping width of eight (8) feet from the curb face along an improved or unimproved street.

Leaf Season - The four months of the year when leaf fall is the heaviest. This period typically runs from October 15th until February 15th. This timeframe is subject to change, and will be communicated to CONTRACTOR by the Director of Public Works or his/her designee.

Non-Leaf Season – The eight months of the year where leaf fall is not expected to be heavy. This period typically runs from February 16th through October 14th. This timeframe is subject to change, and will be communicated to CONTRACTOR by the Director of Public Works or his/her designee.

Street Debris - All loose, inert, dry waste material including refuse, dirt, rocks, sticks (including small tree branches), cardboard, sand, glass, metal fragments, cans, bottles, leaves and typical street litter. Street debris does not include waste materials in the catch basins of storm drains.

Sweeping Path - Specified paved surface distance from curb face or pavement edge in which Scheduled Service is to be performed.

Scheduled Service - Sweeping frequency as defined in this Agreement which must be performed on the schedule set forth herein unless mutually agreed upon in advance by the CITY and CONTRACTOR.

Unscheduled Service - That service which can be requested by the CITY to be performed outside the bounds of the scheduled service which can be requested a minimum of twenty-four (24) hours in advance.
Emergency Service - That service which can be requested by the CITY to be performed outside the bounds of the scheduled service within two (2) hours of being notified to provide such service.

SERVICES OVERVIEW

The CONTRACTOR will provide street sweep services for the CITY’s residential and light commercial streets at the frequencies specified below. CONTRACTOR shall also collect and transport the sweeping debris and material to the Sunnyvale Materials Recovery and Transfer Station (SMaRT) where the CITY will pay the disposal fees. CONTRACTOR shall also provide additional services as requested by the CITY that includes: 1) Emergency responses; 2) unscheduled services; and 3) additional debris management and transportation services. Sweeping of parking lots, garages, and bike path is not included in this Agreement, this work is currently being completed by a separate contract and by in-house staff and equipment. A map detailing the sweeping operations in the CITY is located online and available here: https://www.cityofpaloalto.org/streetsweeping

CONTRACTOR STAFFING QUALIFICATIONS

All employees of CONTRACTOR shall be properly licensed to operate assigned equipment used for sweeping the City, as determined by local, state, and federal regulations.

TASKS

The CONTRACTOR’s provision of the Services under this Agreement shall include all of the supervision, vehicles, fuel, labor, materials, tools, equipment, daily/monthly reports and all other items necessary to complete said work in accordance with this Agreement.

Task 1 – STREET SWEEPING SERVICES

Types of Sweeping Services:

Scheduled Service - CONTRACTOR shall furnish scheduled sweeping service for all streets designated by CITY at the time of the execution of this Agreement. All designated streets require sweeping along the curb and gutter, including the flowline, and some streets also require sweeping along the median curb or centerline. Sweeping shall be up to the edge of pavement on unimproved streets, as designated by the CITY’s Project Manager. After execution of the contract, CITY at its sole discretion, may add or delete streets or portions of streets at the agreed contract rate.
Frequency of Service - Residential and Light Commercial areas as shown on the attached map shall be swept once a week during the leaf season, as defined by CITY, and bi-weekly during the rest of the year. University Avenue and California Avenue Routes (BA) shall be swept three times a week (Monday, Wednesday, and Friday) year round. In the event one of these three days falls on a holiday, frequency shall be twice a week, as determined by CITY. Center medians and centerlines that exist in any given route shall be swept in conjunction with regular sweeping.

The Breakdown of Routes is as follows:
- **Monday** – BA, B9, B5B, B5A, B1, B3
- **Tuesday** – D1, D2 RES, D2 IND, A6, A3, B2
- **Wednesday** – BA, D3, A1, A2, A5
- **Thursday** – A5 IND, B8 IND, B8 RES, A7, B7, B6
- **Friday** – BA, A4, B4

CITY may reorganize the daily breakdown of routes at its sole discretion. In the event of any changes being made to the routine sweeping service, a two (2) week notice will be provided to CONTRACTOR.

**Curb Mileage** - The following table illustrates the current sweeping inventory and frequency:

<table>
<thead>
<tr>
<th>Category</th>
<th>Curb Miles</th>
<th>Frequency</th>
<th>Average Miles/Month</th>
<th>Average Miles/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential / Leaf Season</td>
<td>345.11</td>
<td>Weekly</td>
<td>1,495.50</td>
<td>5,982</td>
</tr>
<tr>
<td>Residential / Non-Leaf Season</td>
<td>345.11</td>
<td>Bi-Weekly</td>
<td>747.75</td>
<td>5,982</td>
</tr>
<tr>
<td>Light Commercial / Leaf Season</td>
<td>47.69</td>
<td>Weekly</td>
<td>206.66</td>
<td>826.64</td>
</tr>
<tr>
<td>Light Commercial / Non-Leaf Season</td>
<td>47.69</td>
<td>Bi-Weekly</td>
<td>103.33</td>
<td>826.64</td>
</tr>
<tr>
<td>Downtown University Ave &amp; California Ave</td>
<td>23.92</td>
<td>3 times / Week</td>
<td>310.96</td>
<td>3,731.52</td>
</tr>
<tr>
<td>El Camino Real*</td>
<td>18.68</td>
<td>Weekly</td>
<td>80.95</td>
<td>971.36</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>18,320.16</td>
</tr>
</tbody>
</table>
Based on the issuance of a Notice To Proceed (NTP), CONTRACTOR shall obtain an encroachment permit for sweeping on El Camino Real. This permit is available from CalTrans, and all costs associated with the encroachment permit will be assumed by CONTRACTOR. The cost of the encroachment permit is approximately $164 renewable on an annual basis. Permits can be obtained by calling CalTrans at (510) 286-4401.

Actual total will be reduced by holidays, weather, and any other reasons CONTRACTOR does not provide scheduled service.

Days and Hours of Operation - Scheduled service shall be Monday through Friday only. Sweeping of residential areas shall not start before 7:00 a.m. or continue after 4:30 p.m., on the same day, unless otherwise directed by the Project Manager. Light commercial areas shall be swept between 3:30 a.m. and 12:00 noon on the same day. Sweeping shall be scheduled to maximize the area of street being swept by minimizing interference by parked vehicles. Sweeping shall be scheduled and done in such a way as to minimize noise complaints in residential areas. Downtown University and California Avenue (Route BA) sweeping shall be three times a week on Monday, Wednesday, and Friday between 10:00 p.m. and 7:00 a.m. Posted No Parking sweeping area, currently labeled “C” on sweeping map, shall be swept one side of street each Tuesday, year round, at time specified and according to existing program. Additional Posted No Parking sweeping areas may be added to the map in the future, the CONTRACTOR will receive a minimum of two week notice prior to any changes taking place, at that time, the CONTRACTOR shall make appropriate adjustments to accommodate the new route requirements, at no additional cost to the CITY. The Public Works Director, or his designee, may require revisions in the hours and/or manner of operation as necessary to maximize sweeping coverage, to minimize noise complaints, or to coincide with CITY staff working hours.

CONTRACTOR shall provide an adequate number of sweepers to perform work on a daily basis to sufficiently remove the amount of debris that may be on the roads for both “leaf season” and non-leaf season. CITY recommends a minimum of four (4) sweepers on a daily basis during leaf season, which typically runs from October 15th through February 15th. CITY recommends a minimum of two (2) sweepers on a daily basis during non-leaf season, which typically occurs from February 16th to October 14th. The number of sweepers listed in the proposal by the CONTRACTOR on a daily basis (four (4) sweepers during leaf season and two (2) sweepers during non-leaf season) may be reduced with prior written approval from the CITY’s Project Manager, which typically requires proof that the same or better level of service can be achieved with less equipment. On the contrary, CITY may require CONTRACTOR to provide additional sweepers, at no additional cost to CITY, if CITY determines at any time that the number of sweepers mobilized by the CONTRACTOR are inadequate to complete the work in a timely manner.
Street sweeping is a very important service provided by the CITY and residents have high expectations. CONTRACTOR shall minimize or eliminate disruptions to this important service, by providing 24/7 management support to CITY and with the availability of multiple spare sweepers, to help mitigate the occasional missed street sweeping due to a variety of reasons, including operator errors or equipment malfunctions.

**University Avenue Sweeping** – Sweeping of University Ave. (Route BA) – CONTRACTOR shall coordinate with a Palo Alto employee who will assist with the sweeping. The employee will use a backpack leaf blower to push debris directly into the path of the sweeper. Sweeping of this area typically occurs three (3) times a week, and shall commence at approximately 3:45 A.M. Contact information for the Palo Alto employee(s) responsible for these duties will be furnished to CONTRACTOR for coordination purposes.

**Additions and Deletions** - CITY reserves the right to add or delete curb miles and to increase or reduce the sweeping frequency called for in these specifications. The bid price per curb mile for Task 1 under Schedule of Fees will be used to calculate the amount paid to CONTRACTOR for additions or deletions of curb miles.

**Holidays** - There will be no sweeping on the following observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving, and Christmas. When routes are not swept due to a holiday, CONTRACTOR shall make-up the missed routes on either the previous business day or the following business day by sweeping the routes missed due to the holiday, along with the regularly scheduled routes.

**Vehicles** - It is understood that if vehicles are parked on the streets when services are being performed by CONTRACTOR, then CONTRACTOR's operations will be impeded and CONTRACTOR will be required to bypass said parked vehicles. In such events, the rates charged by CONTRACTOR shall not be reduced.

**Trees** – If trees along the sweeping route impede CONTRACTOR’s ability to effectively sweep curbed area, CONTRACTOR shall note the location of tree on the “Daily Report of Street Sweeper” form. This information shall be reported to the CITY by CONTRACTOR within 24 hours. If a downed tree or limb from a tree is observed in the street, CONTRACTOR shall immediately notify the Palo Alto Tree Section at (650) 496-5953.

**Level of Cleanliness** - Level of cleanliness shall be defined as the absence of "street debris" in the streets and gutters upon the completion of the sweeping operation.

Payment - Payment will be for one pass only, and no separate payment will be made for additional passes needed to remove street debris. However, if CONTRACTOR does
not pick up the debris in one pass, then CONTRACTOR shall make two or more passes as necessary to remove the street debris.

Weather - In the event of heavy rain or other severe weather conditions, the scheduled sweeping service may be suspended. The decision to sweep will be made by the CITY after consultation with the CONTRACTOR. CONTRACTOR shall contact the CITY’s Project Manager to determine if sweeping has been suspended.

Water – CONTRACTOR shall furnish all water necessary for street sweeping. Water may be obtained from any CITY reclaimed water fire hydrant. CONTRACTOR shall obtain a fire hydrant meter permit (renewable every three months). A deposit fee is required for the fire hydrant meter. Contact the CITY’s Utilities Department Business Office, Customer Service Department, at (650) 329-2161 for instructions. CONTRACTOR shall be responsible for paying all of the water bills used for street sweeping operations for the entire term of this Agreement. CONTRACTOR shall not use residential or business water services for any purpose.

Dust Control - The proper volume and pressure of water will be supplied by the sweeper and shall be in good working condition at all times to adequately control dust during the sweeping operation, and shall meet all regulatory requirements for dust control.

Traffic Counters - CONTRACTOR is cautioned that at various times and locations, CITY may install temporary portable traffic counters which utilize a hose placed in the roadway. When an area with a counter is swept, care should be taken to avoid the counter hose. Any damage made by CONTRACTOR’s vehicles to traffic counters shall be immediately reported to the CITY’s Project Manager.

Speed - CONTRACTOR shall operate the sweepers between four and six miles per hour when sweeping, unless it can be proven, to the satisfaction of CITY, the sweeper can operate at a higher speed and still operate efficiently.

Call Backs - Whenever, in the opinion of the CITY, a section of street is inadequately swept, CONTRACTOR shall, within 24 hours after notification, re-sweep the section in question and may, at the discretion of the Public Works Director, or his designee, forfeit as a penalty Fifty Dollars ($50.00) for each time a street is inadequately swept. No additional payment will be made for call-back sweeping.

In addition to inspection work performed by CITY, the CONTRACTOR shall provide evidence of the work performed, when required by CITY. Proof may include, but not limited to, date/time stamped GPS routes, daily logs, etc. CONTRACTOR shall provide CITY login information to log into the CONTRACTOR’s GPS equipment tracking system as proposed in the proposal.
EQUIPMENT

Equipment - The equipment used to complete the sweeping required by this Agreement is subject to the approval of the CITY, and CONTRACTOR must be in possession of equipment capable of being able to remove a variety of material that can be found on streets (e.g. leaves, glass, gravel, dirt, mud, etc.).

Placarding – All sweepers operating in Palo Alto shall have magnetic placards attached to both the driver and passenger doors of the sweeper identifying the vehicle as being a CONTRACTOR for the CITY of Palo Alto. CITY will provide one (1) set of placard for each sweeper designated as being a primary sweeper. Two spare sets of placards will be provided to CONTRACTOR for use on spare sweepers in the event of a breakdown. These signs will be furnished by the CITY, and shall be returned upon request. A penalty of Fifty Dollars ($50.00) shall be imposed for each lost or misplaced placard.

Proof of Ownership - CONTRACTOR must have proof of ownership or a signed lease for the term of this Agreement for each sweeping machine used in the performance of this Agreement.

Registration - Sweeping machines must be properly registered and insured in accordance with California State Motor Vehicle Laws.

Safety Regulations - Sweeping machines must conform to all federal, state and local safety regulations and be properly licensed through the State of California.

Condition of Equipment - All sweeping machines must not be over five (5) years old for the duration of the contract.

Machines must be in good working condition capable of removing dirt, rocks, glass, mud, cans, sticks, leaves, litter and other debris for the duration of the contract. The outside body must be free from dents and large scratches, and paint must be well maintained.

Machines must be equipped with dual gutter brooms not shorter than six (6) inches, which shall be operating during all sweeping operations, and a main broom not shorter than seven (7) inches capable of sweeping at minimum an eight (8)-foot path, or vacuum sweep if approved by the Public Works Director, or his designee.

Machines must be equipped with a hopper of minimum six yards or larger in capacity. Machines must be equipped with all necessary advance warning safety devices needed to protect the public. This may include, but not limited to, light directional arrow boards, rotating beacons, strobe lights, reflective tape and backup alarms.
Machines shall at a minimum meet City of Palo Alto noise ordinance of less than 90dBA from twenty-five (25) feet of machine as specified in the Palo Alto Municipal Code Section 9.10 Noise Ordinance. However, the CITY still frequently receive noise complaints for nighttime sweeping within business districts, the CONTRACTOR shall provide a procedure or method to alleviate these noise concerns, if possible, while still able to perform the work efficiently. Machines shall be tested and approved prior to start of work and at anytime thereafter by the Project Manager for compliance. CONTRACTOR shall promptly replace any equipment found to be noncompliant.

In addition to noise complaints, sustainability and minimizing carbon footprint is very important to the City of Palo Alto, CONTRACTOR shall provide a feasible method, procedure, and/or equipment that may contribute to this important goal if they become available. Equipment such as modernized computer routing system, electric sweepers, hybrid sweepers, or other technologies that may exist.

The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted.

Maintenance of Equipment - All required maintenance, parts and fuel are part of this Agreement and furnished by CONTRACTOR, and all major mechanical problems must be corrected at CONTRACTOR's yard. A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this Agreement. All CONTRACTOR vehicles shall be outfitted with spill kits, in order to minimize any damage caused by potential spills. At a minimum, these kits will include absorbent material, and towels for cleaning up spills on City streets.

Breakdown of Equipment - At all times CONTRACTOR shall properly maintain a fleet of sweeping machines, both as to condition and appearance, for the use on the work performed under this Agreement. CONTRACTOR shall have multiple spare sweepers on hand in the event of a breakdown by the primary sweeper. In case of breakdown by the main sweeper, backup service is required to complete the daily schedule. If any route has not been completed due to a breakdown of equipment by the end of the next business day, CONTRACTOR shall forfeit as a penalty Five Hundred Dollars ($500).

Storage of Equipment - CONTRACTOR shall provide his own storage for equipment such as sweeping machines, brooms, tires, gas, oil and other required parts and materials. CITY will not provide storage for any CONTRACTOR equipment.

COMMUNICATIONS AND REPORTS

Office - CONTRACTOR shall maintain an office or such other facility through which he/she can be contacted and from which he/she can maintain radio or pager contact with sweeping vehicles. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:30 a.m. to 4:00 p.m., Monday through Friday.
CONTRACTOR shall also provide a 24-hour emergency contact telephone number.

Complaints - Complaints regarding the street sweeping operations, which the CITY considers justifiable and the responsibility of CONTRACTOR, will be referred to CONTRACTOR for immediate attention. Within two (2) days, CONTRACTOR shall submit to the Public Works Director, or his designee, a report of the action taken to address or reconcile each complaint.

Reports - CONTRACTOR shall submit a monthly report to the CITY calculating the volume (cubic yards) collected each month from the residential and commercial routes, the types of sweepers used to complete daily routes (i.e. regenerative air or mechanical broom), a report by day of tonnages deposited at the SMaRT Station, and a report stating the number of curb miles completed each month. Reports to the CITY shall be submitted within 10 days from the beginning of each month for the previous month collected. Forms for reporting will be provided by the City of Palo Alto.

TASK 2 – DEBRIS MANAGEMENT

Removal of Debris – CONTRACTOR shall remove all street sweeping debris from City streets by 5:00 P.M. each day that sweeping occurs in the City. This could be accomplished through the use of roll-off dumpsters, dumping in the field, or any other method deemed acceptable by the CITY. CONTRACTOR shall haul debris directly to the SMaRT Station during the non-leaf season. During this time, dumping will not be permitted on the street without prior approval of the CITY’s Project Manager. These requests will be evaluated on a case-by-case basis. During the leaf season, CONTRACTOR may dump debris from the sweeping operation directly onto the street, and then transfer the debris to a roll-off container. The roll-off shall then be hauled to the SMaRT Station. During the leaf season, up to twelve (12) locations may be provided to CONTRACTOR by the CITY. The locations provided by the CITY are the only acceptable locations to deposit debris. Should CONTRACTOR deposit debris at a location not provided by the CITY, a penalty of Five Hundred Dollars ($500.00) shall be assessed. CITY will also assess a Five Hundred Dollar ($500.00) penalty for each location in which debris is left on CITY streets overnight.

CONTRACTOR shall also provide a sweeping machine to clean up any dump location used within one hour of the debris being removed from the CITY. Should the dump location not be cleaned by the end of the day, liquidated damages of One Hundred Dollars ($100.00) shall be assessed.

Disposal of Debris – CONTRACTOR shall be responsible for hauling all debris collected to the SMaRT Station, 301 Carl Rd., Sunnyvale, CA. This includes all debris removed from the streets by CONTRACTOR and by CITY Sweepers (during the entire
term of the contract). CONTRACTOR shall assume all responsibility for transporting material to the SMaRT Station, and all disposal fees will be assumed by the CITY.

Additional Debris Removal – On a periodic basis, CONTRACTOR shall remove debris from the Palo Alto MSC, 3201 E. Bayshore Rd., which is associated with in-house operations. There may be other locations where debris removal will occur, and CONTRACTOR shall be provided these locations when the need exists for debris removal. The method for this removal shall be through the use of dump trucks or, roll-off containers, and shall be completed within three (3) business days of notification by the CITY. Services provided under this section shall be billed per ton, with all costs for dumping at the SMaRT Station assumed by the CITY.

TASK 3 – NON-ROUTINE SWEEPING SERVICES

There are various streets throughout the CITY where installed traffic control devices may impede or block access to standard street sweepers, and may require handwork or special equipment for proper cleaning. Listed below are examples of locations where such traffic control devices can be found, and are not inclusive of all possible locations. CONTRACTOR shall provide a feasible plan altogether with the proper equipment to address all locations throughout the CITY. CONTRACTOR has defined in the proposal that approximately three hours are required to clean each location listed below, the actual hours required for the work and to be paid by the CITY for each location will require field verification by the CITY’s Project Manager, all future added locations will be paid on the basis of Time and Materials based on bid price for Task 3.

Along Middlefield Rd, mainly near intersections between Embarcadero Rd and Oregon Expwy, there are small sections of bike lanes that are protected and separated from vehicular traffic by white plastic bollards. Some of these protected bike lane sections are too narrow for access by a street sweeper, and may require handwork such as a leaf blower for proper cleaning. CONTRACTOR shall provide the labor and appropriate equipment to properly clean these locations.

Along Middlefield Rd, near the intersections of Everett Ave and Hawthorne Ave, there are left turn lanes protected by plastics traffic control devices, these devices collect lots of debris and may need handwork to properly clean. CONTRACTOR shall provide the labor and appropriate equipment to properly clean these locations.

Along Charleston/Arastradero Rd are sections of protected bike lanes that are separated from vehicular traffic by concrete islands. These areas may be too narrow for street sweeper to access, the CONTRACTOR shall provide the labor and appropriate equipment to properly clean these locations.

Along Ross Road, mainly between Oregon Expressway and East Meadow Dr, there are traffic circles, concrete islands and bulb-out curbs. CONTRACTOR shall provide the labor and appropriate equipment to properly clean these locations.
CONTRACTOR shall avoid sweeping or cleaning areas near schools while children are present.

**TASK 4 – ADDITIONAL SERVICES – AS NEEDED T&M (Time & Materials)**

**Unscheduled Service** - CONTRACTOR shall provide, if required by the CITY, unscheduled sweeping of any street or streets or portions of streets. CITY will provide CONTRACTOR a minimum twenty-four (24) hour notice for unscheduled sweeping. CONTRACTOR shall provide up to an additional 500 hours per year of contingency sweeping to deal with problematic areas throughout the CITY. CONTRACTOR shall satisfactorily complete any contingency sweeping within two (2) business days after notification from CITY. These sweeping services shall be billed at an hourly rate. These services will be used only when necessary, so it is possible that all, few or none of the additional hours will be used during a year. CITY will only pay for actual hours swept, and will not pay for any unused contingency hours.

**Emergency Service** - CONTRACTOR shall also respond to emergency calls for service 24 hours a day, seven days a week, during the term of this Agreement, and provide requested service within two (2) hours of being notified. Emergency calls for service generally include either sweeping and/or hauling, which may include, but not limited to, traffic accident cleanup of debris on the roadways, storm or other disasters debris clean up (natural or manmade), and/or mud/debris on the roadway as a result of water main breaks. For emergency service, CONTRACTOR shall bill CITY on an hourly basis, with an emergency mobilization charge added per occurrence.
# EXHIBIT B
## SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services according to the following schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Schedule</th>
</tr>
</thead>
</table>
| Sweeping Residential/Light Commercial Areas  | • Weekly During Leaf Season  
|                                              | • Every Other Week During Non-Leaf Season                                |
| Sweeping El Camino Real                      | Weekly Year-Round                                                        |
| Sweeping Downtown University Avenue and California Avenue | Three (3) Times a Week Year-Round (weeks with a Holiday that falls on a regularly scheduled sweeping day shall be adjusted to twice a week) |
| Debris Removal                               | Year-Round                                                              |
| Non-routine Street Sweeping                  | As Needed (not to exceed 500 hours annually)                             |
| Unscheduled Service – T&M                    | As Needed (not to exceed 500 hours annually)                             |
| Emergency Service – T&M                      | As Needed (not to exceed 100 hours annually)                              |
EXHIBIT C
SCHEDULE OF FEES

**ALTERNATIVE 3. Compensation based upon fee schedule**

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

**DETAILED RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Scope</th>
<th>Labor Categories</th>
<th>Estimated Quantity</th>
<th>Unit Rate</th>
<th>Extended (Annual)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Routine Street Sweeping</td>
<td>18,320 Curb Miles</td>
<td>$42.32</td>
<td>$775,302.40</td>
</tr>
<tr>
<td>Task 2</td>
<td>Debris Removal/Hauling</td>
<td>2,500 Tons</td>
<td>$30.00</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Task 3</td>
<td>Non-routine Street Sweeping</td>
<td>500 Hrs. Annually</td>
<td>$50.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Task 4</td>
<td>Unscheduled Service – T&amp;M</td>
<td>500 Hrs. Annually</td>
<td>$110.00</td>
<td>$55,000.00</td>
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<tr>
<td></td>
<td>Emergency Service – T&amp;M</td>
<td>100 Hrs. Annually</td>
<td>$110.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td></td>
<td>Emergency Mobilization</td>
<td>Per Occurrence</td>
<td>$150.00</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL NOT TO EXCEED (TASKS 1 – 4) (ANNUAL)** $941,302.40

**COMPENSATION BY CONTRACT YEAR**

<table>
<thead>
<tr>
<th></th>
<th>Services (Tasks 1-4)</th>
<th>Additional Services (Per Section 5)</th>
<th>Subtotals / Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year 1</td>
<td>$941,302</td>
<td>$94,130</td>
<td>$1,035,432</td>
</tr>
<tr>
<td>Contract Year 2</td>
<td>$978,954</td>
<td>$94,130</td>
<td>$1,073,084</td>
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<td>Contract Year 3</td>
<td>$1,018,112</td>
<td>$101,811</td>
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<td>Contract Year 4</td>
<td>$1,058,836</td>
<td>$105,884</td>
<td>$1,164,720</td>
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<tr>
<td>Contract Year 5</td>
<td>$1,101,189</td>
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<td>$1,211,308</td>
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<td>Subtotals / Totals</td>
<td>$5,098,393</td>
<td>$509,839</td>
<td>$5,608,232</td>
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</table>

* The parties understand and agree that the compensation by contract year amounts in
the table above assume consistent annual CPI increases of 4%, and are provided for illustration purposes only. As set forth in Section 6 (Compensation for Successive Contract Years During the Term) of the Agreement, actual compensation rates for contract years 2-5 will be determined in relation to the applicable CPI, and will be documented by written amendment to this Agreement as provided for herein.

### HOURLY RATE SCHEDULE

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Base</th>
<th>Reg Time</th>
<th>Over Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>James (Darcel)</td>
<td>Driver</td>
<td>$ 24.00</td>
<td>$ 32.65</td>
<td>$ 47.30</td>
</tr>
<tr>
<td>Pela</td>
<td>Driver</td>
<td>$ 22.00</td>
<td>$ 28.31</td>
<td>$ 40.03</td>
</tr>
<tr>
<td>Julio</td>
<td>Driver</td>
<td>$ 22.50</td>
<td>$ 30.78</td>
<td>$ 41.27</td>
</tr>
<tr>
<td>Daryl</td>
<td>Driver</td>
<td>$ 32.70</td>
<td>$ 43.02</td>
<td>$ 59.98</td>
</tr>
<tr>
<td>Blower - Training</td>
<td>Laborer</td>
<td>$ 20.00</td>
<td>$ 25.18</td>
<td>$ 36.69</td>
</tr>
</tbody>
</table>
EXHIBIT D
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED.</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED.</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>NO</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED: CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I. INSURANCE COVERAGE MUST INCLUDE:
   A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL:

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

City of Palo Alto General Services Agreement 27 Rev. March 29, 2018
A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

Vendors are required to file their evidence of insurance and any other related notices with the City of Palo Alto at the following URL:

https://www.planetbids.com/portal/portal.cfm?CompanyID=25569

OR

http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp
STREET SWEEPING SCHEDULE

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Mon/Wed/Fri

A = A Weeks
B = B Weeks
C = One side of street each Tue per existing program
D = Weekly on M/W/F

El Camino Real Swept Each Tuesday (Dashed Line)

Scale: 1" = 650'
## DETAILED RATE SCHEDULE – 2014 Contract (Fifth year of 5-year contract)

<table>
<thead>
<tr>
<th>Scope</th>
<th>Labor Category</th>
<th>Estimated Quantity</th>
<th>Unit Rate</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Routine Street Sweeping</td>
<td>17,272 Curb Miles</td>
<td>$32.06</td>
<td>$553,740.32</td>
</tr>
<tr>
<td>Task 2</td>
<td>Debris Removal/Hauling</td>
<td>2,500 Tons</td>
<td>$31.66</td>
<td>$79,150</td>
</tr>
<tr>
<td>Task 3</td>
<td>Unscheduled Service – T&amp;M</td>
<td>500 Hrs. Annually</td>
<td>$73.52</td>
<td>$36,760</td>
</tr>
<tr>
<td></td>
<td>Emergency Service – T&amp;M</td>
<td>100 Hrs. Annually</td>
<td>$73.52</td>
<td>$7,352</td>
</tr>
<tr>
<td></td>
<td>Emergency Mobilization</td>
<td>Per Occurrence</td>
<td>$107.43</td>
<td></td>
</tr>
<tr>
<td><strong>Total Not To Exceed (Tasks 1-3)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$677,002.32</strong></td>
</tr>
</tbody>
</table>

## DETAILED RATE SCHEDULE – 2020 Contract (First year)

<table>
<thead>
<tr>
<th>Scope</th>
<th>Labor Category</th>
<th>Estimated Quantity</th>
<th>Unit Rate</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Routine Street Sweeping</td>
<td>18,320 Curb Miles</td>
<td>$42.32</td>
<td>$775,302.40</td>
</tr>
<tr>
<td>Task 2</td>
<td>Debris Removal/Hauling</td>
<td>2,500 Tons</td>
<td>$30.00</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Task 3</td>
<td>Non-routine Street Sweeping</td>
<td>500 Hrs. Annually</td>
<td>$50.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Task 4</td>
<td>Unscheduled Service – T&amp;M</td>
<td>500 Hrs. Annually</td>
<td>$110.00</td>
<td>$55,000.00</td>
</tr>
<tr>
<td></td>
<td>Emergency Service – T&amp;M</td>
<td>100 Hrs. Annually</td>
<td>$110.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td></td>
<td>Emergency Mobilization</td>
<td>Per Occurrence</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL NOT TO EXCEED (TASKS 1 – 4)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$941,302.40</strong></td>
</tr>
</tbody>
</table>