

**MAINTENANCE AND TRADE SERVICES AGREEMENT
FOR STREET & PARKING LOT SWEEPING SERVICES
RFB #PWD 24-406**

THIS AGREEMENT is made and entered into this first day of July 2024 between **XXX** ("Contractor"), a California Corporation, whose address is **XXX** and the **CITY OF PLEASANTON**, a municipal corporation ("City").

RECITALS

- A. Contractor has submitted a proposal in response to the City of Pleasanton's Request for Bids (**RFB #PWD 24-406**) and is qualified and experienced in providing Street & Parking Lot Sweeping Services as set forth in **Exhibit A** of this Agreement.
- B. City finds it necessary and advisable to obtain work or services from Contractor on both a scheduled basis as set forth in RFB #PWD 24-406, as well as on an as-needed basis for potential unscheduled work also described therein.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

- 1. **Term.** The term of this Agreement commences on the date written above and will expire on June 30, 2027 unless the parties agree to extend the Agreement for an additional two (2) one-year terms, not to exceed five (5) years total for this Agreement.
- 2. **Services to be performed.** Contractor shall perform, or cause to be performed, the work or services described in **Exhibit A**. This Agreement does not obligate the City to utilize Contractor exclusively for such work or services.
- 3. **Compensation.** Total compensation pursuant to this Agreement for all work for each year of this Agreement shall not exceed \$XXX. Rates shall be as set forth for the first three year as described in **Exhibit A**. For the fourth or subsequent year of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in May each year as published by the Bureau of Labor Statistics, U.S. Department of Labor.
 - a. Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Contractor must include a monthly report of curb miles or parking lots swept, categorized by zones. This report should accompany each invoice submitted for payment. It is essential that this report is complete and approved to facilitate the timely processing and remittance of payment
- 4. **Indemnification.** Contractor shall hold harmless, defend, and indemnify the City, its officers, agents and employees ("Indemnities"), against any and all claims, costs, demands, causes of action, suits, losses, expenses, attorney's fees, or liability, arising from or in any manner related to Contractor's (includes Contractor's employees, agents, or subcontractors) negligent act or

omission, whether alleged or actual, regarding the work or services performed or caused to be performed pursuant to this Agreement and any amendments thereto. Contractor shall not, however, be obligated to indemnify Indemnities from claims arising from the sole negligence or willful misconduct of Indemnities. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used, constitutes an infringement of any patent issued by the United States. This indemnification provision shall survive termination or cancellation of the Agreement.

5. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect, at its own cost and expense, insurance coverage with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

- a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insured's under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall further state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.
- b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.
- c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Contractor's employees shall be in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

For work or services deemed public works, by signing this Agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code 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 I will comply with such provisions before commencing the performance of the work of this Contract."

- d. **Certificate of Insurance.** Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective

date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

- e. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.
 - f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.
 - g. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusions.
6. **Independent Contractor**. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.
7. **Contractor's Warranty**. Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
8. **Labor Code/Prevailing Wages**. The work performed under this Agreement is a "public work" and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics, electricians, employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed at the City Clerk's Office and available for inspection. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor

9. **Notices.** All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To Contractor: _____

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

10. **Miscellaneous Provisions.**

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of work or services already completed by Contractor as approved by City.
- b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.
- c. Contractor shall not assign or transfer this Agreement.
- d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
- e. This Agreement constitutes the entire understanding of the parties.
- f. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- g. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
- h. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.
- i. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
- j. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- k. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Gerry Beaudin, City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

Jocelyn Kwong, City Clerk

*[If Contractor is a corporation, signatures must
comply with California Corporations Code §313]*

APPROVED AS TO FORM:

Signature

Daniel Sodergren, City Attorney

Print name

Title: _____

SCOPE OF SERVICES/WORK – EXHIBIT A

The City of Pleasanton is dedicated to maintaining safe and clean roadways, and to fulfill this commitment, we are seeking a reliable Street Sweeping Services Contractor. Our scope of services covers routine maintenance of streets, designated parking lots, and protected bike lane areas. Additionally, the contractor may be called upon to respond to traffic accidents and other unscheduled high-priority events.

1. **Control, Supervision and Approval Authority** - Unless otherwise provided by specific provisions, contractor's operations and activities pursuant to any contract resulting from this RFB shall be under the control and supervision of the Streets Division Supervisor or designee.
2. **Street sweeping** - Sweeping will be scheduled Monday through Friday only. Sweeping of residential areas shall not start before 8:00 a.m. or continue after 4:30 p.m. Commercial areas shall be swept between 7:00 p.m. and 8:00 a.m. Sweeping shall be scheduled to maximize the areas of streets being swept by minimizing the interference by parked vehicles.
 - **Downtown Route** - Downtown sweeping shall be twice a week on Mondays and Fridays between 5:30 a.m. and 7:00 a.m. Main Street (from Bernal Avenue North to Stanley Boulevard) shall have the entire street surface swept, from curb to curb, including areas within button-designated medians and the side streets (between Peters Avenue to Main Street, First Street to Main Street, and Railroad Avenue to Main Street). The Operations Division Manager or their designee may require revisions in the hours and/or manner of operation necessary to maximize sweeping coverage, to minimize noise complaints or to coincide with City staff working hours.

- **Medians Sweeping** – Medians shall be swept in the scheduled route along with curb and gutter sections. Areas along the median or turn pocket areas that cannot be reached by a sweeper shall be blown out and then swept with the sweeper.

3. **Parking Lots Sweeping** – The Parking lot process involves thorough inspection and preparation, utilizing specialized equipment to effectively remove debris, dirt, and litter from parking lots. From surface cleaning to edge detailing, every aspect of the parking lot is meticulously addressed to maintain a pristine appearance and prevent potential hazards. With a focus on compliance with environmental and safety regulations.

- City owned parking lots ([Attachment III](#)) are to be swept twice a month (first and third Thursday of each month). The City shall provide the schedule for parking lot sweeping. Parking lots in/near residential areas shall not be swept prior to 7:00 a.m. and not after 10:00 p.m.
- Adding Parking Lots - Should the City desire the contractor to sweep additional parking lots, the City will provide a 30-day advance notice to the Contractor. The City will pay the contractor for the added parking lots based on the unit price listed in the [“Bid Form/Rate Sheet”](#) for the added square footage of the new area.

4. **Protected Bike Lanes** - These bike lanes shall be swept by the contract sweeper utilizing an appropriately sized sweeper to operate within the protected area. Otherwise, the contractor shall operate a leaf blower to blow debris out of the protected area and swept up by the street sweeper. (see [Attachment IV](#) for Map)

5. **Scheduled Service & Sweeping Routes** - The City shall provide a street sweep schedule ([Attachment II](#)) and the sweeping routes shall be adhered to by the Contractor. Areas scheduled for sweeping shall not coincide with same day garbage pick-up service. All designated streets require sweeping along the curb and gutter and require sweeping along the median curb. After execution of the contract, City may add or delete other streets or portions of streets at the agreed Agreement rate identified in the route schedule. The City may request a change in the schedule within seven (7) day advance notice to Contractor.

6. **Unscheduled/Additional Service for Streets** - The Contractor will also provide, if required by the City, unscheduled sweeping of any street(s) or portions of streets at a rate identified in [“Bid Form/Rate Sheet”](#). The City may request sweeping for construction debris. The City will give Contractor a minimum of twenty-four (24) hour notice for such unscheduled sweeping. All additional services shall be at the hourly rate which includes cost of equipment.

7. **Equipment** – The equipment used to complete the sweeping required by this Agreement is subject to the approval of the Streets Division Supervisor or designee and must conform to the following:

- Identification - All vehicles utilized by the contractor shall have wording which clearly identifies the contractor/company. All employees shall be identified at all times by a Company Logo/Uniform or by a safety vest worn outside other clothing with the Company name clearly displayed.

- Types of Sweepers - The Contractor shall provide the City with the option of a Regenerative Air or Broom Sweeper for the services. The Regenerative Air sweeper will be used for regular route sweeping.
 - Proof of Ownership - The Contractor must have proof of ownership or a signed lease for the duration of the contract 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 at the time of bid and no more than seven (7) years old at any point for the duration of the contract. Machines must be in excellent working condition capable of removing street debris throughout the life of the Agreement. The outside body of the machine must be free from dents and large scratches, and paint must be well maintained.
 - Gutter brooms shall be no shorter than seven (7) inches, which shall be operating during all sweeping operations. 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 the Agreement and furnished by the Contractor, and all major mechanical problems must be corrected at the 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.
 - Breakdown of Equipment - At all times the Contractor shall properly maintain a minimum of three (3) sweeping machines, both as to condition and appearance, for the use on the work under this Agreement. In case of breakdown by the main sweeper, immediate service within one hour by a second sweeper is required to complete the daily schedule. If the sweeper is down for more than one hour, a rate of One Hundred Dollars (\$100.00) per hour for each hour above and beyond an hour may be assessed as liquidated damages.
 - Storage of Equipment - The Contractor must provide its own storage for equipment such as sweeping machines, brooms, tires, gas, oil, and other required parts and materials. The City will not provide storage for any Contractor equipment.
8. **Holiday Schedule** - There will be no sweeping on the following observed holidays:
- New Year's Day
 - Martin Luther King Jr. Day

- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

The City will work with the Contractor to identify the makeup date to no conflict with the garbage pickup days.

9. Communications and Reports - The Contractor shall maintain an office or such other facility through which he/she can be contacted and from which he/she can maintain contact with the sweeping vehicles via cell phone or handheld radio services. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. The Contractor shall also provide a 24-hour emergency contact telephone number. For communication and reports please follow the following guidelines:

- Complaints/Concerns regarding the street sweeping operations, which City staff consider justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within two (2) days, the Contractor shall submit to the Operations Division Manager a report of the action taken on each complaint.
- Reports - Contractor shall submit a monthly report of curb miles swept by zones

10. Global Position System (GPS) Tracking - All street sweepers shall have installed a Global Positioning System (GPS) that will enable the City to view via computer internet where the sweepers are at all times. The cost of the GPS will be the responsibility of the successful bidder and the system must be capable of the following:

- The GPS shall be Internet based and the Contractor shall provide the City two (2) accounts to have full access to the site
- The system shall be capable of gathering and reporting the following real time data; speed, direction, location on a map, address, and distance travelled
- The sweeper's path of travel shall be superimposed on the map
- Generate daily GPS reports of sweep activity including the items listed above and the GPS report shall indicate date and time of service, vehicle identification and speed, broom or pick-up head down time, mileage and route
- Non-installation or improper functioning of the Global Positioning System (GPS) tracking on street sweepers may lead to contract termination due to breach of contract terms

11. **Non-Compliance** - In the event of persistent non-compliance with contractual requirements, particularly regarding the provision of real-time data and daily reports of sweep activity, the City reserves the right to pursue legal action or litigation against the Street Sweeping contractor. Any costs incurred as a result of legal proceedings will be borne by the contractor, including but not limited to legal fees, court costs, and any damages awarded by the court. It is imperative for the contractor to adhere to the terms of the contract to avoid such legal ramifications and uphold their obligations to the City of Pleasanton.

12. **Liquidated Damages** - The Contractor shall pay liquidated damages to the City in the sum of \$1,500 for each and every day that street sweeping services are not completed on time and/or if streets are omitted. Omitted streets must be rescheduled with the Streets Division Supervisor or their designee by the following working day.

13. **Damages** - All damages shall be reported by Contractor to the City to determine repair responsibilities.

14. **Inspections** - The City will periodically inspect the work to assist in ensuring the work meets City's standards and Streets Division Supervisor or designee will be available during regularly scheduled hours to discuss and resolve any concerns of the contractor.

15. **Water Meter & Recycled Water Meter** – Both meters must be obtained through OSC Customer Service Center and follow the application process. There will be no fees applied for the meters to the Contractor.

16. **Disposal/Hauling of Debris from Collection** – All accumulated debris will be dumped as the designated sweeper debris dumpsite located within the OSC yard.

17. **Prox Card & Access to the OSC** - Contractor will be responsible for coordinating with City staff to obtain a Prox Card for each assigned operator to gain access to the OSC.

18. **Safety** - All OSHA Safety Requirements must be adhered to by the Contractor and/or any subcontractors while on-site.

19. **Curb Miles for Existing Streets** - The Contractor shall have sixty (60) days from the execution of this Agreement to verify the estimated curb miles of the streets (see **TABLE 1**). The Contractor or the City may ask for an adjustment to the Agreement price if the actual curb miles, as verified by the Contractor and agreed to by the Operations Division Manager exceed by five percent (5%) of the estimated mileage by category.

TABLE 1 – Total Curb Miles

Zone	Curb Miles	Times per Month	Total Curb Miles
A-1 (Commercial)	9.75	TWICE	19.5

A-2 (Commercial)	15.65	TWICE	31.3
A-3	23.76	ONCE	23.76
A-4	28.11	ONCE	28.11
A-5	17.68	ONCE	17.68
A-6	14.31	ONCE	14.31
A-7	22.5	ONCE	22.5
B-1	27.85	ONCE	27.85
B-2	9.77	ONCE	9.77
B-3	10.92	ONCE	10.92
B-4	19.22	ONCE	19.22
B-5	24.67	ONCE	24.67
C-1	32.61	ONCE	32.61
C-2	18.06	ONCE	18.06
C-3	19.65	ONCE	19.65
C-4	42.05	ONCE	42.05
C-5	25.74	ONCE	25.74
D-1	13.2	ONCE	13.2
D-4 (Commercial)	17.09	TWICE	34.18
D-5 (Commercial)	21.89	TWICE	43.78
Downtown (Commercial)	18.33	TWICE PER WEEK	164.97
TOTALS	426.1		643.83
643.83 curb miles X 12 months			7,725.96 curb miles/year