

FINANCIAL IMPACT

The initial term of the agreement is for 25 months, in the amount of \$1,543,222.40, with two (2) two-year options for a total of six (6) years. A ten percent contingency is needed for unforeseen increases in street sweeping mileage changes, special sweep requests, and extra catch basin cleaning. The amount is available in the Public Works budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to CleanStreet, in the amount of \$1,543,222.40, for the initial contract term through January 31, 2017, with a 10% contingency per term for unit volume increases and other unanticipated factors;
- Authorize the City Manager, or his designee, to execute the agreement and to make minor modifications as needed; and
- Authorize the City Manager to exercise each optional term of the agreement, and sign the option year agreements through January 31, 2021.


WILLIAM E. MURRAY, P.E.
Public Works Director

By: 
Mark Ladney
Senior Program Specialist

Attachment: Agreement

Recommended for Approval


Matthew J. Fertal
City Manager

CITY OF GARDEN GROVE
PROFESSIONAL SERVICES AGREEMENT
MUNICIPAL STREET SWEEPING

THIS AGREEMENT is made this ____ day of _____, 2014, by the **CITY OF GARDEN GROVE**, a municipal corporation ("CITY"), and **CleanStreet**, here in after referred to as ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove CITY COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to **Furnish All Labor, Materials, Traffic Control, Equipment and Transportation, Be Responsible for Locating Dump Sites, Do All Work Required for Proper Removal and Disposal of Debris from City of Garden Grove Public Right of Ways.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Agreement shall be from December 1, 2014 through January 31, 2017 (the "initial term"), with options for CITY to extend the term of the Agreement for up to four (4) additional years total. Option periods shall be exercised two (2) years at a time, through January 31, 2021, at the sole option of the City. This Agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Pricing Schedule/Best and Final Offer (EXHIBIT "B") which is incorporated herein by reference. CONTRACTOR shall present documentation satisfactory to CITY to establish completion of any work for which payment is sought.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in CITY's Request for Proposals No. S-1143 ("RFP") and in CONTRACTOR'S Pricing Schedule/Best and Final Offer (EXHIBIT "B"), both of which are hereby incorporated herein by reference. All work shall be performed in accordance with the RFP and Scope of Work, Exhibit "A". The RFP, Proposal and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 A. **Amount.** CONTRACTOR's compensation shall be based on the volume of services provided and the price per unit of service set forth in the Unit Price Column of Pricing Schedule/Best and Final Offer EXHIBIT "B," as such prices may be periodically adjusted pursuant to Subsection 3.1.B, below. Pricing shall remain firm during the initial term and during each option period. All compensation shall be payable in arrears for work completed. *Except as authorized by the City Manager as provided below, compensation for the initial term (through January 31, 2017), shall not exceed One Million Five Hundred Forty Three Thousand Two Hundred Twenty Two Dollars and 40/100 (\$1,543,222.40).* Notwithstanding the forgoing, the City Manager may, in his or her sole discretion, authorize additional compensation to CONTRACTOR to account for extra work requested by CITY, unit volume increases, or other unanticipated factors, provided such additional compensation shall not exceed an aggregate amount of ten percent (10%) of the not-to-exceed amount stated above for the initial term or option period, as applicable. Any increases in compensation in excess of this ten percent (10%) contingency amount shall require an amendment to this Agreement.
- B. **Compensation Adjustment.** At least thirty (30) days prior to the commencement of the first option period (January 31, 2017), and thirty (30) days prior to January 31 of the ending of each option period thereafter during the term of this Agreement, CONTRACTOR may, by written notice, request an increase in the price per unit of service set forth in the Unit Price Column of EXHIBIT "B" for the term of the relevant option period. Any pricing increase shall be calculated based on the percentage change in the United States Department of Labor, Bureau of Labor Statistics "Consumer Price Index for All Urban Consumers" for the Los Angeles-Riverside-Orange County metropolitan area, Subgroup "all items" for the two year period ending the preceding November 30th. However, in no event shall any such increase exceed four (4) percent. In the event such a pricing increase is approved in conjunction with CITY's exercise of an option period, the parties shall execute an amendment to this Agreement reflecting such increase, including an updated Pricing Schedule/Best and Final Offer EXHIBIT "B."
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on the schedule included in Pricing Schedule/Best and Final Offer (EXHIBIT "B").

- 3.3. Termination. CITY shall have the right to terminate this Agreement, without cause, subject to Section 3.4 below, by giving thirty (30) days written notice of termination to CONTRACTOR. If CITY terminates the Agreement, then the provisions of Section 3.2 shall apply to that portion of the work completed. CONTRACTOR shall have the right to terminate this Agreement only upon breach of the Agreement by CITY, after providing CITY thirty (30) days written notice and an opportunity to cure.
- 3.4. Damages. If either party breaches this Agreement, the breaching party shall be liable for monetary damages caused by such breach, in addition to any other remedies as may be authorized by law. Damages for failure of CONTRACTOR to complete sweeping of zones in the hours required are difficult or impossible to ascertain. Therefore, the parties hereto agree that failure of CONTRACTOR to complete sweeping zones during days and hours posted for notices of violation, except on holidays or inclement weather, shall result in liquidated damages of \$500.00 for each incomplete sweep of a time-based zone per day (maximum \$1,000 per day) to reimburse CITY for losses sustained. CITY may deduct such damages from payment due CONTRACTOR or draw on the letter of credit referred to in Section 3.5 for such damages, in addition to any other remedies legally available.
- 3.5. Security for Compliance. Prior to the commencement of any work, CONTRACTOR shall furnish or cause to be furnished to the CITY security in the form of a letter of credit, in a form approved by the City Attorney, or such other comparable security instrument as may be approved by the City Attorney, in the minimum amount of Fifty Thousand Dollars (\$50,000.00), securing the faithful performance by CONTRACTOR of all the terms and conditions of this Agreement, including liquidated damages provided for under Section 3.4 above.

4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability *in an amount not less than \$5,000,000 per occurrence, including products liability; (claims made and modified occurrence policies are not acceptable)*; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability *in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable)*; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Excess liability, *following form*, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (**claims made and modified occurrence policies are not acceptable**). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing products and completed operations, including products liability**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above. CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is understood and agreed to that CONTRACTOR, including CONTRACTOR's employees, shall act and be an independent contractor(s) and not agent(s) or employee(s) of the CITY, and that no relationship of employer-employee exists between the parties. CONTRACTOR's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONTRACTOR shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONTRACTOR or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONTRACTOR's assigned personnel.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements

promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. The following addresses shall be used for delivery of service of process:

- a. CONTRACTOR
CleanStreet
Attention: Jere Costello, President
1937 W. 169th Street
Gardena, CA 90247
- b. (Address of City) (with a copy to):
City of Garden Grove City of Garden Grove
City Manager City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S Proposal which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the RFP, the Proposal and/or this Agreement, this Agreement shall govern. In the event of any inconsistency between the RFP and/or the Proposal, the RFP shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement or by any other applicable requirements.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without advance written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written

approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. This indemnification provision shall survive the termination of this Agreement until all claims or actions affected by this indemnification provision are finally resolved.

17. **Additional Services.** The City anticipates the need for sidewalk/parking lots/catch basin sweeping services in the future, however, the services may or may not be required on a regular basis. The City will determine if and when sidewalk/parking lots/catch basin sweeping is to be performed. Such additional services shall be performed upon request by CITY at the compensation rate set forth in CONTRACTOR'S Proposal.
18. **Parking Stalls.** For the term of this Agreement, CITY shall provide to CONTRACTOR three (3) parking stalls for parking of street sweepers at CITY'S Public Works (Maintenance Yard) located at 13802 Newhope Street, Garden Grove. CONTRACTOR shall sweep the CITY'S Maintenance Yard twice monthly, on a mutually agreed upon schedule, and an additional twelve (12) times annually upon CITY'S request.
19. **Street Sweeping Wastewater.** CONTRACTOR shall be responsible, at its sole expense, for disposing of wastewater in a lawful manner. Discharges of wastewater by CONTRACTOR shall be in compliance with any and all applicable

requirements of regulatory agencies, including but not limited to the Orange County Sanitation District. CONTRACTOR shall be solely responsible for such discharges and shall defend and indemnify and hold harmless CITY and Garden Grove Sanitary District in accordance with Section 16 herein with regard to such discharges.

20. **Attorney Fees.** In the event any dispute between the parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to attorney fees, expert consultant fees, court costs and all fees, costs and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. The amount of such fees, costs and expenses may be determined in such proceeding or in a separate action brought for that purpose. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other party shall be deemed to be the prevailing party in such litigation or proceeding.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

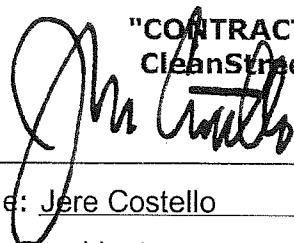
By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
CleanStreet



By: _____

Name: Jere Costello

Title: President

Date: November 3, 2014

Tax ID No. 95-4147708

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:



Garden Grove City Attorney

Date: 11/24/14

EXHIBIT "A"
SCOPE OF WORK
RFP No. S-1143

EXHIBIT "A"
RFP S-1143
SCOPE OF WORK

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RFP No. S-1143

**Scope of Work
Municipal Sweeping Services**

(Furnish All Labor, Materials, Traffic Control, Equipment And Transportation, Be Responsible For Locating Dump Sites, Do All Work Required For Proper Removal And Disposal Of Debris From City Of Garden Grove Public Right of Ways and Catch Basins)

I INTRODUCTION TO THE CITY

The City of Garden Grove is located in Orange County California. Incorporated in 1959, the City has nearly built out of its 18 square miles. In its brief history, the City of Garden Grove has grown from a small farming community to a city of approximately 180,000 residents.

The City of Garden Grove regularly sweeps approximately 1,500 scheduled curb miles per month. Special sweeps are primarily on an as-needed basis, and estimated at 215 hours annually. Sidewalk sweeping is estimated at 50 curb miles annually, also on an as-needed basis. Parking District #2 lot is swept 26 per year; all other parking lots are swept weekly. 995 catch basins are clean on an annual basis.

II OBJECTIVE OF THE REQUEST FOR PROPOSAL

The City desires to contract with a qualified firm for municipal sweeping and catch basin cleaning services. The submitted proposals should reflect a two (2) year contract term with the option to extend said agreement for four (4) additional years total. Option years shall be exercised two (2) years at a time at the sole option of the City. The request for proposal (RFP) is specifically seeking:

- A. Regularly scheduled curb mile sweeping
- B. Centerline/intersections/ median curb mile sweeping
- C. Sidewalk curb mile sweeping
- D. Special hourly rate sweeping
- E. Parking lot sweeping
- F. Catch basin cleaning

Each of these elements is discussed in detail in the following sections.

III DEFINITIONS

Whenever the following terms are used within the scope of work and or this agreement, the parties mutually agree that they shall have the following meaning:

- (a) "City Manager means the fully appointed City Manager of the CITY or his authorized representative.
- (b) "Debris" means all litter, rubbish, plant life waste, sand, dirt, garbage, and other foreign material removable from a paved street or catch basin.
- (c) "Director of Public Works" means the official designated as the Director of Public Works of CITY, or any of his authorized representatives.
- (d) "Street" means all dedicated public rights-of-way within the existing or future corporate limits of the City of Garden Grove, which are paved.
- (e) "Street Sweeping" means the removal by street sweepers of all debris from all portions of a street, including but not limited to street intersections, the areas adjacent to curbs and raised medians, such as left turn pockets, and the striped areas of arterial streets.
- (f) "Sweepings" means all debris removed from streets and sidewalks by street sweeping.
- (g) "Curb Mile" - A curb mile equals 5,280 feet and is the measurement used to designate those miles predetermined by the City to be swept by the street sweeping contractor.
- (h) "Special Sweeps" - Special sweeps are those required by the CITY other than regular scheduled street sweeping and involving unusual conditions such as traffic hazards, parades, etc.
- (i) "Re-sweeps" - Re-sweeps are those sweeps required of the contractor when previous sweeps have been deemed by the CITY to be of poor quality, or when a street or sections of a street have been missed by the contractor during regularly scheduled street sweeping. Re-sweeps are completed the same day and at the expense of the contractor.
- (j) "Quality of Sweeping" - The street sweeper shall leave designated areas of sweeping free of dirt, litter, plant life debris, other foreign materials, and visual dust in accordance with the CITY's standards of cleanliness.

IV SCOPE OF WORK

Services to be Provided. The Scope of Work is not all-inclusive, but is part of the Agreement, and is therefore offered to assist in the Proposer's understanding of the City's work requirement. The City is seeking a Contractor to provide frequent and regularly scheduled sweeping services for curb and gutter segments of all public streets, public alleys and public parking lots, to include sidewalks and catch basins within the City's jurisdiction. Sweeping services shall be provided through motorized alternate fuel sweeping vehicles, which comply with the Air Quality Management District's Rule 1186.1 (Less Polluting Sweepers). Sweeping shall include along all centerlines, medians, intersections, islands, left turn lanes, and painted center-medians. In addition, City seeks sweeping services prior to and after any special events.

Work to be Done - Regularly Scheduled Street Sweeping. CONTRACTOR shall furnish all labor, material and equipment necessary, and shall sweep all existing streets and alleys, in accordance with the area map attached hereto and as designated and scheduled by the CITY. The Sweeping process shall include removal and disposal of all accumulated debris, with CONTRACTOR responsible for location of local dumpsites and associated costs thereof. The regularly scheduled street sweeping shall be adhered to by CONTRACTOR unless deviation there from is authorized by the Director of Public Works. CONTRACTOR shall consistently follow daily sweeping routes as directed by the CITY. Street Sweeping shall start no earlier than 5:00 am and will conclude when the route for the day is completed. Arterial/Collector streets are to be swept starting no earlier than 5:00 a.m. and Residential Streets no later 8:00 a.m.

Work to be Done - Centerline/Intersections/Median Curb-Mile Sweeping. CONTRACTOR shall furnish all labor, material and equipment necessary, and shall sweep all existing centerline, intersections, and medians in accordance with the map attached hereto and as designated and scheduled by the CITY. The sweeping process shall include removal and disposal of all accumulated debris, with CONTRACTOR responsible for location of local dumpsites and associated costs thereof. The Public Works Director will determine the specific schedule. The entire intersection is to be swept.

Work to be Done - Sidewalk Sweeping Services. Sidewalk sweeping services are on an as-needed basis. The same CONTRACTOR shall perform street and sidewalk sweeping services. CONTRACTOR is to furnish all labor, materials, traffic control, equipment and transportation, be responsible for locating dump sites, do all the work required for proper disposal of debris and costs thereof, and to complete work, in accordance and compliance with Federal, State, County and CITY standards and regulations. For purpose of preparing your proposal, and as a definition for the agreement, "sidewalk sweeping" means the removal and disposal of all debris from all areas back of curb face to the farthest portion, known as pedestrian right-of-way. The Public Works Director will determine the specific sidewalks to be swept and

schedule the time for the work to be done. It is anticipated that work will be scheduled within the time period of Monday through Friday, 9:00 a.m. to 2:00 p.m.

Work to be Done – Special Street Sweeping Services. In addition to the regularly scheduled work required hereunder, the Director of Public Works may request additional sweeping service. The CONTRACTOR, as provider of sweeping service for the CITY, shall be required to provide street sweeping for emergency situations such as traffic hazards. Special sweeping requests, which can be pre-scheduled, such as parade routes, will be preceded by 48 hours notice to the CONTRACTOR from the Director of Public Works to CONTRACTOR.

Work to be done - Parking Lot Sweeping. CONTRACTOR to furnish, in addition to the sweeper, equipment necessary to clean around car stops, inlets and outlets and areas difficult to reach. All parking lot sweeping shall be completed between 2:00 a.m. and 5:00 a.m., on a regular day as directed by the CITY.

Work to be Done – Catch Basin Cleaning. CONTRACTOR shall furnish all labor, material and equipment necessary, and shall clean all existing catch basins, vault box and inlet gates by use of a vactor type truck. The process shall include removal and proper disposal of debris and costs thereof. All activity shall be in accordance and compliance with Federal, State, County and CITY standards and regulations. It is anticipated that work will be scheduled within the time period of Monday through Friday, 7:00 a.m. – 3:30 p.m. to be determined by the Director of Public Works.

Sub-contractors. CONTRACTOR shall not assign, transfer, or enter into any subcontract under this agreement, nor any part thereof, without first obtaining the written consent of CITY, authorized by the Public Works Director. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with, and will make all payments to, CONTRACTOR.

Street Sweeping Equipment. The quality and quantity of the equipment used by CONTRACTOR for the sweeping of streets shall comply with Rule 1186.1 (Less Polluting Sweepers) and be sufficient to perform the work required herein within the hours of work specified herein. An absolute minimum of three (3) primary sweepers and one (1) back-up sweeper shall be provided. The sweepers shall be regenerative air vacuum type sweepers that comply with all Federal, State, County and CITY requirements and shall be used exclusively for the CITY OF GARDEN GROVE under this agreement. All sweepers shall be maintained in optimum condition and have safety features and shall be painted a uniform color and shall bear in legible letters the CONTRACTOR's name and the following wording:

UNDER CONTRACT TO THE CITY OF GARDEN GROVE

Sweeping Equipment Drivers. CONTRACTOR shall furnish three (3) identifiable primary sweeper drivers, specifically and regularly assigned to the CITY OF GARDEN

GROVE. CONTRACTOR'S drivers shall maintain good safety and driving records, in accordance with Federal, State, County and City regulations. The sweeping equipment shall not travel at a speed in excess of eight (8) miles per hour and use both side brushes when sweeping. The drivers shall be able to clearly communicate to City staff in English and keep City staff informed when they leave from or return to an area. The CITY shall retain the right to demand the replacement of any driver.

Sweeper Maintenance. The CONTRACTOR shall maintain a facility for repair and care of sweepers used in the CITY OF GARDEN GROVE. Sweepers in use under this agreement shall be given priority response for repair and/or equipment delivery replacement. The facility must be available to CITY for inspection of capacity and repair time. CONTRACTOR shall minimize the down time of the street sweeping equipment during sweeping hours to no more than 2 hours. If a street sweeper is having continual maintenance issues, the City maintains the right to demand the permanent replacement of the sweeper for use in Garden Grove.

Inclement Weather. The Public Works Director, or authorized designee, shall be the sole authority for canceling scheduled street sweeping due to inclement weather. During inclement weather, a standby period until 9:30 a.m. will be observed before a scheduled residential sweep will be canceled.

Holidays. The CONTRACTOR shall not sweep streets on Saturdays or Sundays without prior authorization, nor on any of the following holidays observed by the CITY:

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Disposal of Sweepings. CONTRACTOR shall not deposit sweepings on CITY streets or in alleys. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS RELATED TO TEMPORARY DUMP SITE FEES, PERMITS, LAWS AND REGULATIONS, PICK UP, REMOVAL, AND DISPOSAL OF ALL SWEEPINGS. CITY shall retain the right to demand abandonment of any temporary dump site within CITY limits and may request CONTRACTOR to establish different temporary dump sites, the location of which will be approved by the Director of Public Works prior to dumping.

Stormwater Quality Requirements. Contractor shall comply with all Federal, State, and Local laws and regulations designed to protect the beneficial use of waters of the State or U.S.

Courteous Operation. Contractor shall perform sweeping operations in a manner that causes a minimum inconvenience to the residents and businesses within the CITY. CONTRACTOR shall ensure that sweeper operators conduct their activities in a professional and courteous manner. CONTRACTOR shall formally investigate any

complaints received by the CITY in a prompt and expedient manner, and shall provide a written report to the CITY regarding the resolution of said complaint within seven (7) business days from the date the complaint is forwarded to CONTRACTOR. CONTRACTOR shall ensure that equipment and vehicles do not create unnecessary noise or dust during routine operations and shall be sensitive to performing sweeping operations in residential areas prior to 8:00 a.m.

Courteous operation shall also include other operational aspects to be discussed and outlined once the contract is awarded.

Accident Reports. Contractor shall provide a copy of any and all accidents involving CONTRACTOR'S vehicles, personnel and equipment while operating within the CITY, to the CITY within seven (7) days from the date of the accident. Said report shall include the date and time of the accident, and a copy of any law enforcement reports resulting from the accident. CONTRACTOR shall provide the name and contact information of CONTRACTOR'S safety officer, including cell phone for emergency contact.

Quality of Work. CONTRACTOR shall provide sufficient vehicles, equipment and staff to accomplish a high level of quality of services to the CITY. CONTRACTOR shall operate equipment in such a manner that it shall meet the design specifications of the equipment and shall do a thorough and complete job of removing debris and dirt from CITY streets. The CITY will regularly inspect all services to determine level of quality. For purposes of inspection, the level of quality shall include the following:

- a. Removal of all trash, litter or light foreign objects from along the curb line and the entire width of the sweeper path.
- b. Removal of all dirt, fine and light objects along curb line and the entire width of the sweeper path.
- c. Removal of trash, litter, leaves, dirt, or light foreign objects from storm drain inlet windows.

Quantities. Quantities indicated are the CITY'S best estimate of the total quantities required during the performance period, but actual quantities required may be greater or less than those indicated. Therefore the successful Proposer shall agree to hold quoted per-unit prices firm during the performance period, whether total purchase quantities are greater or less than the quantities estimated.

CITY shall notify CONTRACTOR of any deficiencies upon discovery, and CONTRACTOR shall have 24-hours to re-sweep the area. Failure to consistently maintain quality of work levels may result in termination of any contract resulting from this solicitation.

EXHIBIT "B"
PROPOSED PRICING SCHEDULE
BEST AND FINAL OFFER

THIS FORM MUST BE COMPLETED AS OUTLINED BELOW AND SUBMITTED WITH THE PROPOSAL. PLEASE DO NOT CHANGE THE FORMAT OR ALTER THIS FORM IN ANY WAY

The undersigned, having carefully examined the Scope of Work for Municipal Sweeping Services, hereby proposes to furnish all labor, materials, traffic control, equipment and transportation, be responsible for locating dump sites, and do all work required for proper removal and disposal of debris from the City of Garden Grove public rights of way and catch basins, in accordance with the Scope of Work for the per-unit prices and aggregate ANNUAL total costs set forth below. The proposed prices set forth below shall be inclusive of all of Proposer's direct and indirect costs to provide the services in accordance with the Scope of Work.

The Quantities listed below represent the City's best estimate of the total curb miles to be swept, hours of special sweeping, number of sweepings per parking lot, and number of catch basins to be cleaned on an ANNUAL basis. Total Costs for each Category shall be calculated based on these estimated annual Quantities.

| Qty | Description | Rate | Total Cost |
|--|---|-----------------------|----------------------|
| 18,000 | Regular scheduled sweep rate | \$33.90 per curb mile | \$ 610,200.00 |
| 1,028 | Centerline, median, intersection scheduled sweep rate | \$33.90 per curb mile | \$ 34,849.20 |
| 50 | Sidewalk scheduled sweep rate | \$97.00 per curb mile | \$ 4,850.00 |
| 215 | Special sweep rate: | \$70.00 per hour | \$ 15,050.00 |
| 26 | Parking District No.2 | \$75.00 per lot map | \$ 1,950.00 |
| 52 | Civic Center Parking Lot | \$70.00 per lot map | \$ 3,640.00 |
| 52 | Hare School Park/Library | \$53.00 per lot map | \$ 2,756.00 |
| 52 | Garden Grove Park | \$53.00 per lot map | \$ 2,756.00 |
| 52 | Magnolia Park | \$53.00 per lot map | \$ 2,756.00 |
| 52 | Euclid Park/Village Green | \$53.00 per lot map | \$ 2,756.00 |
| 52 | Chapman Sports Complex | \$53.00 per lot map | \$ 2,756.00 |
| 52 | West Haven Park | \$53.00 per lot map | \$ 2,756.00 |
| 52 | Pioneer Park | \$53.00 per lot map | \$ 2,756.00 |
| 52 | City Yard | \$0. per lot map | \$ 0 |
| 12 | Magnolia Reservoir (date/time TBD) | \$65.00 per lot map | \$ 780.00 |
| 1000 | Catch Basins | \$51.00 per basin | \$ 51,000.00 |
| Total Estimated Aggregate Annual Cost | | | \$ 741,611.20 |

Seven hundred forty-one thousand six hundred eleven dollars and twenty cents \$ 741,611.20

(Amount written in words) Note: In case of discrepancy between the words and figures, the words prevail.

Note: The above proposed prices include all applicable taxes for the pricing proposed in this submittal. Contractor must be able to provide all services requested. PARTIAL PRICING PROPOSALS WILL NOT BE ACCEPTED! ALL LINES ON THIS FORM MUST BE COMPLETED OR THE CITY RESERVES THE RIGHT TO DEEM THIS BEST AND FINAL OFFER AS NON-RESPONSIVE!

PROPOSED PRICING SCHEDULE-BEST AND FINAL OFFER (Cont.)

Indicate the percentage of your total cost, which is represented by fuel 9 %

Indicate the percentage of your total cost, which is represented by dump fees 23 %

Indicate the year and model sweepers you will base your regular sweep rate on?

1. 2014 Tymco 600 2. 2014 Tymco 600 3. 2011 Tymco 600

It is understood and agreed that:

- a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- b) CITY will not be responsible for any errors or omissions on the part of the undersigned in formulating the proposed prices, nor will Proposer be given relief on account of error.
- c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or on behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
- d) The undersigned is licensed in accordance with the Laws of the State of California.
- e) All proposals shall be signed in ink by the president, chief executive officer, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name and mailing address of the individual making the proposal must be provided.

Check below where appropriate:

Partnership: That _____ are partners, doing business under the firm name of _____ and that the co-partnership makes the accompanying proposal.

Individual: That _____ is the bidder and makes the accompanying proposal.

CA CONTRACTORS LICENSE NO: N/A EMAIL ADDRESS randerson@cleanstreet.com

BIDDERS NAME (PLEASE PRINT): CleanStreet

 October 30, 2014
AUTHORIZED SIGNATURE DATE