

REPORT TO CITY COUNCIL

DATE: MAY 12, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: APPROVE AWARD OF CONTRACT WITH CLEANSTREET FOR STREET SWEEPING SERVICES

With the current street sweeping contract set to expire at the end of this fiscal year, staff began soliciting proposals on March 18, 2021. The services being requested consist of sweeping residential streets on a bi-weekly basis, arterial and collector streets weekly, the City Hall parking lot monthly, as well as, manually clearing the drainage swale on Buffwood Place and Yankee Drive, if necessary.

On April 8, 2021, the City received proposals from two (2) prospective companies: Athens Services and CleanStreet. Staff reviewed and evaluated the proposals, and unanimously determined CleanStreet was the most qualified company based on the following proposal criteria:

- Completeness and thoroughness of proposal.
- Grasp of the scope and services to be performed.
- Qualifications and experience of key personnel.
- Related experience working with public agencies.
- Approach to performing the work.
- Size of labor force and resources available to complete the work.
- Costs.

The cost proposals were as follows:

	Residential Streets	Arterial and Collector Streets		
	Cost Per Month	Cost Per Month	Total Cost Per Month	Annual Cost
CleanStreet	\$7,969.00	\$6,420.33	\$14,389.33	\$172,671.96
Athens Services	\$5,280.00	\$14,870.86	\$20,150.86	\$241,810.32

CleanStreet previously provided street sweeping services to the City from 2002 to 2011 with favorable results. In addition, staff contacted CleanStreet's references which were all positive regarding the contractor's performance.

The proposed FY2021-22 project budget includes \$75,000 of Gas Tax Funds, and \$100,000 of Measure W (Local) Funds pending the adoption of the FY2021-22 budget by the City Council. The term of the agreement would begin July 1, 2021, end on June 30, 2024, and includes an option to extend the contract term for a maximum of two (2) years, upon mutual agreement between the City and contractor.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve award of Agreement for Contractor Services with CleanStreet for street sweeping services.

Attachment: Agreement for Contractor Services

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Clean Street
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Rick Anderson
CONTRACTOR'S ADDRESS:	1937 W. 169 th Street Gardena, CA 90247
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Robert Cortes
COMMENCEMENT DATE:	July 1, 2021
TERMINATION DATE:	June 30, 2024
CONSIDERATION:	Contract Price Not to Exceed: \$ 175,000/yr

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND CLEAN STREET

THIS AGREEMENT is made and effective as of May 12, 2021, between the City of Agoura Hills, a municipal corporation ("City") and Clean Street ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed **Five Hundred Twenty-Five Thousand and Zero Cents (\$525,000.00)** ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in

connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor

maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times

during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in

the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless

City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses

specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Clean Street
1937 W. 169th Street
Gardena, CA 90247
Attention: Rick Anderson

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:


Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____


APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Clean Street
1937 W. 169th Street
Gardena, CA 90247
800-225-7316 x108
310-538-8015

By: 
Name: Christopher Valenian
Title: President / CEO

By: 
Name: Daniel Nauert
Title: Vice President

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

EXHIBIT A

SCOPE OF SERVICES

GPS tracking Access required:

The street sweeping vehicles(s) assigned to the City shall be outfitted with a GPS tracking system, and the Contractor is required to provide the City's designated representative access to such system to be able to track the unit and view reports/map when sweeper is providing sweeping services for the City.

Schedule:

The unit price in the proposal and in the monthly progress payment shall be based on the actual curb miles swept. The residential street sweeping shown on the Street Sweeping Schedule are to be swept on Monday or Tuesday. Arterials street sweeping shown on the Street Sweeping Schedule are to be swept weekly on Wednesday. The CityHall parking lot shall be swept once per month before 7:00 a.m.

Exceptions To The Schedule:

When inclement weather, in the opinion of the Engineer, prevents adherence to the sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work resulting from such inclement weather without additional charge when the streets are next swept in accordance with the City's approved schedule.

In the event the Contractor is prevented from completing the sweeping for any reason other than inclement weather (i.e. because of equipment breakdown, etc.), the Contractor shall be required to complete the sweeping so deferred a minimum of one week prior to the next scheduled sweeping date, or give the City credit for the work not performed in accordance with the compensation rate specified in the Contractor's bid proposal, subject to the approval of the City. Deferred sweeping must commence on the next available date and the regular street sweeping sequence defined on Street Sweeping Schedules and List of Streets in Attachment C must be maintained. In no circumstance shall sweeping be performed within 7 days of the next regularly scheduled sweep to avoid crediting the City for work not performed.

The Contractor will be advised of any possible temporary/permanent disruptions to the sweeping schedule that will require temporary/permanent changes to the schedule. Upon notification of any such disruption, the Contractor will submit, within five (5) working days, a revised temporary/permanent schedule to accommodate the newly advised situation to the Engineer for approval. No additional compensation will be made for work required by the Contractor to create, submit and deploy the newly revised schedule.

Additional Work:

In the event the Agency desires to extend the regularly scheduled street sweeping program to include additional streets or a group of streets for a specified period of time after the effective date of the contract, then any such additional sweeping which is required of the Contractor shall

be paid for at the current bid unit price for compensation specified by this contract or any subsequent amendments to it.

The Contractor shall provide on-call street sweeping services as directed by the Engineer. The Contractor will be given a two (2) hour notification when these services are required, and they will be paid for at the current unit prices for compensation specified by this contract or any subsequent amendments to it.

Standards of Performance:

The Contractor shall perform in accordance with standards of performance which are considered to be good street sweeping practices and which are subject to approval of the City.

Street sweeping speed shall not exceed the manufacturer's recommendations for the sweeper nor the speed for good street sweeping practices as determined by the City. In any case, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations. The City may require installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping to verify sweeping speed.

City-Observed Holidays:

There shall be no sweeping of any streets on any City-Observed Holiday. When a scheduled sweeping day falls on a City-Observed Holiday, the sweeping schedule must be modified for sweeping to take place the first working day after the celebration of the Holiday in question. For example, if Holiday falls on a Monday, then sweeper will sweep the Monday route on Tuesday, the Tuesday route on Wednesday, and the Wednesday route on Thursday, etc.

Below is a list of City-Observed Holidays:

New Year's Day
Martin Luther King
President's Day
Memorial Day
Independence Day (July 4 th)
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

Public Convenience:

The Contractor shall conduct his operations in a manner that causes the least possible obstruction and inconvenience to the public and to the flow of public traffic. The City shall determine whether the level of inconvenience the Contractor's operations causes is acceptable.

Citizen Complaints:

The Contractor shall investigate and respond to any and all complaints received from the City which may concern the quality of the Contractor's performance. Complaints received prior to 5:00 p.m. shall be resolved the next working day (a working day shall be defined as Monday through Friday). If the

resolution of a valid citizen complaint results in any action by the Contractor (re-sweeping, etc.), than this action will be performed at no cost to the City.

Valid complaints by citizens related to the quality of the Contractor's performance in excess of five (5) per month shall be considered excessive, and may be the basis for cancellation of the contract by the City with no less than thirty (30) days advance written notice to the Contractor.

The Contractor shall maintain a Complaint Log of all complaints received. The log will include the date and time of the complaint, the nature of the complaint, and the action that was taken by the Contractor to resolve the complaint. The Complaint Log will be turned in weekly, as part of the Contractor's Weekly Report.

Weekly Report:

The Contractor will submit a Weekly Report which details all work accomplished and any problems encountered during the week. At a minimum, the Weekly Report shall include the following:

- The services accomplished during the week, including the actual number of curb miles swept
- The Complaint Log for the week covered by the Weekly Report
- A description of any unusual incidents that affected the Contractor's performance of services
- A description of any problems within the public right-of-way concerning construction material/stockpiles, accumulation of debris, street failures, downed traffic signs, standing water, overgrown vegetation and any other maintenance problems, whether or not these problems affect the performance of the Contractor's services
- Printed GPS reports to be included and/or the contractor's GPS Data made available for up to six months prior that can be downloaded in an Excel document format by city staff.

The Weekly Report shall be signed by a company representative legally qualified to represent the Contractor.

Personnel:

The Contractor shall employ competent, professional and experienced drivers and mechanics for the performance of the contract services. The determination of the competency of the Contractor's personnel is subject to the approval of the City. All drivers shall possess a valid California Driver's License of the class required for the equipment operated. The drivers and other agents of the Contractor shall be in uniform or other suitable attire while performing the contract services. The suitability of the attire is subject to the approval of the City.

Equipment:

All equipment used for the performance of this contract shall be standard heavy-duty mechanical or vacuum street sweeping equipment necessary to properly clean streets of litter, dirt, rocks, leaves and other debris. In no event will the contractor utilize any equipment which is more than five (5) years old, or has visible graffiti. The Contractor must show proof of ownership or a signed lease for each piece of equipment listed in the bid proposal.

All equipment used for the performance of the Contractor's services shall be equipped with adequate warning devices and lights for safe operation. Also, all equipment used by the Contractor shall conform to the requirements of the State of California Department of Motor Vehicles, the California Highway Patrol and any other applicable governing bodies.

All Equipment used in the performance of the Contractor's services must be registered and insured in accordance with the State of California Department of Motor Vehicles.

All equipment used in the performance of the Contractor's services must be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.

All sweeping equipment used for the performance of the Contractor's services shall be equipped with communication equipment which will allow the Contractor's main office to contact the sweeper drivers.

All equipment used for the performance of the Contractor's services shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted from an operational and from a safety standpoint. The Contractor shall at all times maintain adequate standby sweeping equipment to be used in the event of equipment breakdown.

The Agency does not have suitable sites for storage of street sweeping equipment, and the Contractor is responsible for making any arrangements required, at no cost to the City.

Water:

The Contractor shall make his own arrangements for providing water for all sweeping services in the City, at no cost to the City.

Refuse Disposal:

The Contractor shall dispose of all refuse collected by hauling same to Los Angeles County Sanitation District, Lost Hills Landfill.

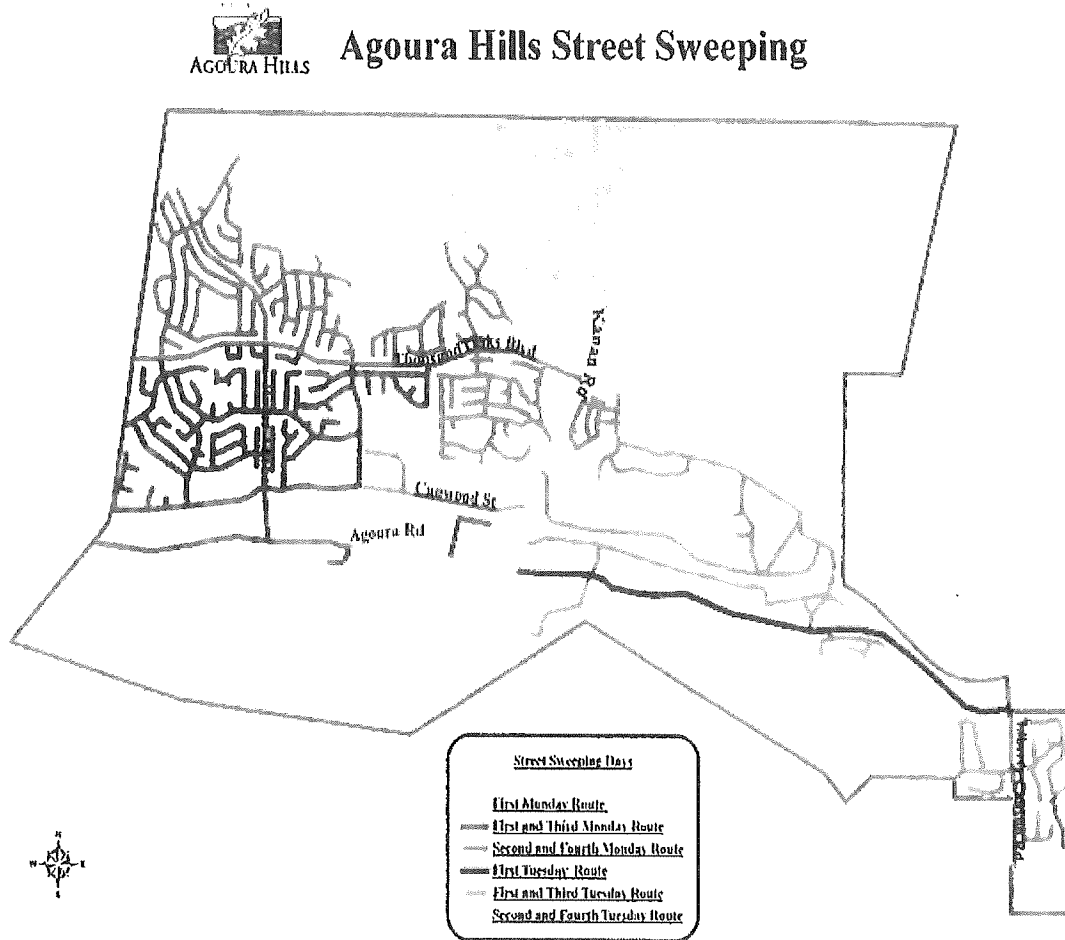
Measurement and Payment:

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the contract unit prices or lump sum price for the items of work bid and shall include all costs for labor, materials, refuse disposal and equipment required for the execution of the work unless otherwise set forth.

The following sets forth a general description of the type of work for each bid item listed in the schedule, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

Attachment A:

Street Sweeping Map/Schedule and Sweeping Frequency for Base Price Alternative:



Schedule for Price Alternative A or B:

If the City chooses to implement Price Alternative A or B, Contractor shall submit the proposed sweeping schedule to the City for review and coordinate with Waste Management to avoid sweeping in an area where trash collection is taking place on any given day.

Fee Schedule

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP, and provide adequate information for each of the three price alternatives as described in this section.

The base price shall include the above services with residential streets swept twice per month and arterials swept weekly. Alternative price A shall include residential streets swept once per month and arterials swept twice per month. Alternative price B shall include both residential and arterial streets swept once per month. The City shall be charged monthly with services beginning the first of the month and ending on the last of the same month.

Street Type	Estimated Curb Miles (Both Ways)
<p>Residential Sweeps:</p> <p>Residential streets swept from 8:00 a.m. to 4:00 p.m.</p>	80
<p>Collector Sweeps:</p> <p>Collector streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm</p> <p>North side Canwood St from Reyes Adobe Rd to west end shall be swept on Monday between 6:00 AM to 7:00 AM.</p> <p>South side Canwood St from Reyes Adobe Rd to west end shall be swept on Tuesday between 6:00 AM to 7:00 AM.</p>	50
<p>Arterial streets swept from 6:00 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm</p> <p>Agoura Rd – West City limit to Cornell Rd Kanan Rd – North City limit to South City limit Reyes Adobe Rd – Agoura Rd to the bridge at Yerba Buena School. Thousand Oaks Blvd – West City Limit to Argos St Argos St – Thousand Oaks Blvd to Driver Ave Driver Ave – Argos St Easterly</p> <p>Streets mentioned above, median curbs, and nose medians in said streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm</p>	54

City Hall Parking Lot	N/A
Drainage Swale at Buffwood Pl	
Additional Sweeping Requests	Per Hour
Estimated Total Curb Miles	184

EXHIBIT B
PAYMENT RATES AND SCHEDULE

EXHIBIT B

Street sweeping services for Base Rate, Alternative Price A, and Alternative Price B:

		Base rate per curb mile	Base rate per month		Alternative A rate per curb mile	Alternative A rate per month		Alternative B rate per curb mile	Alternative B rate per month
Residential and Collector streets	Twice per month	\$30.65	\$7,969.00	Once per month	\$38.32	\$4,981.60	Once per month	\$39.50	\$5,135.00
Arterial and Collector streets	Weekly	\$27.65	\$6,420.33	Twice per month	\$33.58	\$3,626.64	Once per month	\$39.50	\$2,133.00

	Base Rate	Alternative Price A	Alternative Price B
Schedule Total (Annual Contract Amount):\$	\$14,389.33	\$8,608.24	\$87,216.00
Schedule Total (Annual Contract Amount in Words)	one hundred seventy-two thousand six hundred seventy-one dollars and ninety-six cents	one hundred three thousand two hundred ninety-eight dollars and eighty-eight cents	eighty-seven thousand two hundred sixteen dollars

Additional sweeping services:

	Rate per hour	Rate per hour in words
During Regular Working Hours	\$110.00	one hundred ten dollars
After Regular Working Hours	\$110.00	one hundred ten dollars

CleanStreet
 (Company Name of Bidder)

4/7/2021
 Date