

**CITY OF ARROYO GRANDE
CONTRACTUAL SERVICES AGREEMENT**

PARTIES AND DATE.

This Agreement is made and entered into this 12 day of December, 2023, by and between the City of Arroyo Grande, a municipal corporation organized under the laws of the State of California with its principal place of business at 300 E. Branch Street, Arroyo Grande, California 93420, County of San Luis Obispo, State of California ("City") and SP Maintenance Services, Inc., a California Corporation, with its principal place of business at 734 Ralcoa Way, Arroyo Grande, CA 93420 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS.**Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain contractual services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing street sweeping services to public clients, is licensed in the State of California, and is familiar with the scope of work.

Project.

City desires to engage Contractor to render such contractual services for street sweeping("Project") as set forth in this Agreement.

TERMS.**Scope of Services and Term.**

General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the contractual street sweeping services necessary for the Project ("Services"). The Services are more particularly described the Request for Proposal in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Term. The term of this Agreement shall be from January 1, 2024 to December 31, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Compensation.

Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in the bid

forms contained in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two hundred twenty-one thousand two hundred twenty dollars (\$221,220) per year for two years without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Payment of Compensation. Contractor shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

Responsibilities of Contractor.

Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services 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, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Schedule of Services. Contractor shall perform the Services in a prompt and timely manner and in accordance with the Scope of Work set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the contractual and technical personnel required to perform the Services expeditiously. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Conformance to Applicable Requirements. All work conducted by Contractor shall

be subject to the approval of City.

Reserved.

City's Representative. The City hereby designates Ron Simpson, Public Works Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Services or change the total compensation due to Contractor under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Contractor's total compensation subject to the provisions contained in this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

Contractor's Representative. Contractor hereby designates Elaine Castillo, Customer Coordinator/Contracts, or his/her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff at all reasonable times.

Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by personnel in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the contractual calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

Period of Performance.

Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall also perform the Services in strict accordance with any completion schedule or Project milestones

described in Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the City and Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

Laws and Regulations; Employee/Labor Certification.

Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subcontractors and sub-subcontractors to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex

or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Air Quality. To the extent applicable, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

Insurance.

Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

Waiver of Subrogation. All required insurance coverages, except for the contractual liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Enforcement of Agreement Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

Additional Insurance Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

Labor Code Requirements.

Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement

of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Registration/DIR Compliance. Since the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors.

Compliance Monitoring. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

Termination of Agreement.

Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services

under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

Indemnification.

To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

General Provisions.

Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

Independent Contractors and Subcontracting.

Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subcontractor ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor

shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors or subcontractors without the City's prior written consent.

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: SP Maintenance Services, Inc.
734 Ralcoa Way
Arroyo Grande, CA 93420
ATTN: Elaine Castillo, Customer Coordinator/Contracts

City: City of Arroyo Grande
300 E. Branch Street
Arroyo Grande, CA 93420
ATTN: Ron Simpson, Public Works Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Reserved.

Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

Attorneys' Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

Time of Essence. Time is of the essence for each and every provision of this Agreement.

City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Assignment or Transfer. Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic

Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARROYO GRANDE AND
SP MAINTENANCE SERVICES, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ARROYO GRANDE

SP MAINTENANCE SERVICES, INC.

Approved By:

If Corporation, TWO SIGNATURES, President
OR Vice President AND Secretary OR
Treasurer REQUIRED

Caren Ray Russom
Mayor

By: _____

Approved as to Form:

Its: _____

Printed Name: _____

Best Best & Krieger LLP
Isaac Rosen, City Attorney

By: _____

Its: _____

Attested By:

Printed Name: _____

Jessica Matson, City Clerk

EXHIBIT "A"
Invitation to Bid



Public Works Department

INVITATION TO BID

STREET SWEEPING SERVICES

Due:
Tuesday, November 21, 2023
No later than 2:00 P.M.

Deliver to:
City of Arroyo Grande
1375 Ash Street
Arroyo Grande, CA 93420
Attention: Irma Reyes

November 2023

**CITY OF ARROYO GRANDE
STREET SWEEPING SERVICES
INVITATION TO BID**

BID INVITATION INTENT

To provide street sweeping services to the City of Arroyo Grande (City) on a regularly scheduled basis, by removing litter, leaves, dirt, and debris from streets, alleys, and parking lots. This program shall leave swept areas with a presentable appearance and help reduce the accumulation of dust and debris created by traffic, storm runoff, and other causes.

It shall be the contractor's responsibility to furnish at his own expense all tools, equipment, labor, material, and services necessary for the satisfactory performance of the work set forth in these specifications.

BACKGROUND

The City of Arroyo Grande has historically contracted out street sweeping services.

SCOPE OF SERVICES

See Section III of Special Provisions

SUBMISSION OF BIDS

Each bid must be submitted on bid forms contained in this Invitation to Bid.

Likewise, all bidders will be required to submit a minimum of three references with regards to performance of previous contracts or subcontracts. Less than satisfactory contract references may constitute a nonresponsive bid.

The City of Arroyo Grande reserves the right to reject any or all bids.

Bid Requirements

- A. **General Information:** The City of Arroyo Grande, California will receive sealed bids at the corporation yard office at 1375 Ash Street, Arroyo Grande, until 2:00 P.M. on Tuesday, November 21, 2023. Sealed bids will be opened at that time and location.

- B. **Examination of Work:** The bidder is required to examine carefully the site of work and the bid for the work contemplated. The submission of a bid shall be

considered conclusive evidence that the bidder has made such examination and accepts the terms of the attached sample agreement without modification.

- C. Bid Forms: All bids must be submitted upon forms contained in the bid package. All bids must give prices bid, both in writing and figures, and must be signed by the bidder, including an address. If the bid is made by an individual, the name and post office address and name and address of each member of the firm or partnership must be shown. If made by a corporation, the bid must show the name of the state under which the laws of which the corporation was chartered and the names, cities and business addresses of the president, secretary and the treasurer.
- D. Rejection of Bids: Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind. The right is reserved to reject any and all bids and to waive any informality in bids received.
- E. Award of Contract: The award of the contract, if awarded, will be to the lowest bidder whose bid complies with all the requirements prescribed. Such award will be made within sixty (60) days after the opening of the bids. Bidders must be willing to accept the City's standard Agreement without modification. (sample attached)
- F. Execution of Contract: The contract shall be signed by the successful bidder and returned, together with any required bonds and insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. No bid shall be considered binding upon the City until the execution of the contract. Failure to execute a contract within ten (10) days shall be just cause for the annulment of the award.
- G. Questions: Deadline for submitting questions is November 8, 2023. Questions submitted after this date will not be answered. Questions are to be submitted to Shannon Sweeney, City Engineer, via email at ssweeney@arroyogrande.org. Any and all inquiries and comments regarding this Invitation to Bid must be communicated in writing, unless otherwise by the City of Arroyo Grande. The City may in its sole discretion disqualify any bidders who engages in any prohibited communications.
- H. Addenda: Bidders shall indicate receipt of any addenda on the bid forms.
- I. Withdrawal of Bids: A Bidder may withdraw its bid before the expiration of the time for submission of bids by notifying and requesting CITY's representative

remove the Bidder's submission.

- J. **Protests:** Protests based on the content of this document shall be submitted no later than ten (10) calendar days prior to the scheduled bid submittal deadline. If necessary, the bid submittal deadline may be extended pending a resolution of the protest. Bidder may protest a contract award if the Bidder believes that the award was inconsistent with City policy or this Invitation to Bid is not in compliance with law. A protest must be filed in writing with the City of Arroyo Grande (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by the City as invalid and the Bidder's failure to timely file a protest will waive the Bidder's right to protest the contract award. The Bidder's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Bidder for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
- K. **Non-Responsive Bids.** A bid may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the bid.
- L. **Costs for Preparing.** CITY will not compensate any Bidder for the cost of preparing any bid, and all materials submitted with a bid shall become the property of CITY. CITY will retain all bids submitted and may use any idea in a bid regardless of whether that bid is selected.
- M. **Cancellation.** CITY reserves the right to cancel this Invitation to Bid at any time prior to contract award without obligation in any manner for bid preparation, interview, fee negotiation or other associated marketing costs.
- N. **Price Validity.** Prices provided by Bidders are valid for 90 days from the bid due date. CITY intends to award the contract within this time but may request an extension from the Bidders to hold pricing, until negotiations are complete and the contract is awarded.
- O. **No Commitment to Award.** Issuance of Invitation to Bid and receipt of bids does not commit CITY to award a contract. CITY expressly reserves the right to postpone the bid for its own convenience, to accept or reject any or all bids received, to negotiate with more than one Bidder concurrently, or to cancel all or part of this Invitation to Bid.

P. Right to Negotiate and/or Reject Bids. CITY reserves the right to negotiate any price or provision, task order or service, accept any part or all of any bids, waive any irregularities, and to reject any and all, or parts of any and all bids, whenever, in the sole opinion of CITY, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Bidder whose bid best meets CITY's requirements.

Q. PUBLIC WORKS PREVAILING WAGE AND DIR CONTRACTOR REGISTRATION

Labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. Employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations ("DIR"). Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at City's office upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Agreement is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Agreement, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the Bidder's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this bid may also be subject to compliance monitoring and enforcement by the DIR.

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 1)**

The undersigned, as bidder, declares that they have carefully examined the location of the bid work, has examined the special provisions, and has read the accompanying information, and hereby bids and agrees, if this bid is accepted, to furnish all materials and do all work required to complete said work in accordance with said provisions in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Street Sweeping – (313 Curb Miles for bidding purposes)	
1. Two Year Contract	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for Two Years	
2. First Year Optional Contract Extension	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for 1-Year Extension	
3. Second Year Optional Contract Extension	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for 1-Year Extension	
Monthly Sweeping of Nine Parking Lots (Lump Sum)	
4. Two Year Contract	
A. Total Per Month	
B. Total Bid for Two Years	
5. First Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	
6. Second Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	
Weekly Sweeping of the City Corporation Yard Parking Lot (Lump Sum)	
7. Two Year Contract	
A. Total Per Month	
B. Total Bid for Two Years	
8. First Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	
9. Second Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 2)**

Special Sweeping Service (Assume 100 hours/year for bidding purposes only)	
10. Two Year Contract	
A. Cost Per Hour	
B. Total Bid for Two Years	
11. First Year Optional Contract Extension	
A. Cost Per Hour	
B. Total Bid for One Extension	
12. Second Year Optional Contract Extension	
A. Cost Per Hour	
B. Total Bid for One Extension	

TOTAL BID FOR COMPARATIVE PURPOSES SHALL BE CALCULATED BY THE TOTAL BID COST FOR ALL OF THE FOLLOWING ITEMS:

Item	Reference # (from tables above)	Amount
	1C	
Weekly sweeping, first two years	2C	
Weekly sweeping, first extension	3C	
Weeklysweeping, second extension	4B	
Parking lots, first extension	5B	
Parking lots, second extension	6B	
Corp yard, first two years	7B	
Corp yard, first extension	8B	
Corp yard, first extension	9B	
Special services, first two years	10B	
Special services, first extension	11B	
Special Services, second extension	12B	
Total bid (in numbers), sum of above		
Total bid (in words)		

The undersigned understands and agrees that:

- All bids are to be calculated by multiplying the unit price, times twelve (12) months and/or twenty-four (24) months as relevant, times estimated quantity. In case of a discrepancy amongst figures, unit prices shall prevail. In case of an error in the extension of a unit price, the corrected extension shall be calculated, and the bids will be computed as indicated above and compared using the corrected totals. The estimated quantities of work indicated in the bid are approximate only, being used solely as a basis for comparing bids.

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 3)**

- No verbal agreement or conversation with any officer, agent or employee of the City, before, during or after the execution of the agreement shall affect or modify any of the terms or obligations of this bid.
- The City of Arroyo Grande will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- In case the undersigned defaults in executing the required contract within ten (10) days (not including Sundays and legal holidays), after receiving notice that the agreement is ready for signature, the agreement shall be deemed null and void.

THE UNDERSIGNED HEREBY DECLARES OR CERTIFIES UNDER PENALTY OF PERJURY THAT:

- He or she has not, in any way, entered into any agreement or arrangement with any other bidder which is collusive or which might tend to, or does, lessen or destroy free competition in the letting of the contract sought for by these bids.
- No attempt has been made to induce any other bidder to submit a collusive bid, or to refrain from bidding.
- No bid has been accepted from any subcontractor which is known by the undersigned to be collusive.

Signature of Bidder:

Business Address:

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 4)**

EQUIPMENT TO BE USED

Item	Model/Capacity	Year of Manufacture

REFERENCES / EXPERIENCE

Name of Organization / Business	Address	Scope of Services	Term of Contract

Addenda received: _____

SPECIAL PROVISIONS

SECTION I

Purpose of the Street Sweeping Contract:

To provide street sweeping services to the City of Arroyo Grande on a regularly scheduled basis, by removing litter, leaves, dirt, and debris from streets, alleys, and parking lots. This program shall leave swept areas with a presentable appearance and free from dust created by traffic.

It shall be the contractor's responsibility to furnish at their own expense all tools, equipment, labor, material and services necessary for the satisfactory performance of the work set forth in these specifications.

SECTION II

Contract Period:

Any contract entered into shall be for a period of 24 months. The successful bidder will be eligible for two (2) one year time extensions, at the City's discretion, on the original contract unless sooner terminated. The City of Arroyo Grande reserves the right to terminate or suspend this contract at any time as stipulated in Section XIV.

SECTION III

Scope of Service:

- A. The contractor agrees to perform street sweeping per the attached schedule. The contractor agrees to comply with all applicable provisions of federal, state and/or local laws governing the duties and obligation of businesses and employers.
- B. The standards of performance which the contractor is obligated to perform hereunder are standards considered by the City to be good street sweeping practices. Reference: Street Cleaning Practice, by American Public Works Association (most recent edition).
- C. Street sweepers will operate at manufacturer's suggested sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper's speed exceed 6 miles per hour.
- D. The contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to public traffic.
- E. Sweeping will be done during daylight hours in all residential areas. Downtown and other commercial areas will be swept in early morning hours.

- F. The intersections (cross gutter area) along all scheduled streets are to be swept. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed.
- G. Contractor shall maintain a current business license with the City of Arroyo Grande for the duration of the contract.
- H. Driver shall be able to produce proof of a valid driver's license appropriate for the vehicle being driven and a safe driving record at any time upon request. Two or more accidents in the previous 6 months constitutes an un-safe driving record. Said driver shall be prohibited from work until a clean driving record is obtained.
- I. Failure to meet this scope of work shall nullify the contract.

SECTION IV

Work Performance:

- A. The City of Arroyo Grande will monitor the work performance of the contractor by randomly choosing ten (10) streets of a regularly scheduled route to spot check upon completion of that route. It is understood that if three (3) of the streets do not meet acceptable City standards, the contractor will be required to sweep the entire route again within 48 hours at no cost to the City.
- B. If a spot check determines a single street has not met the standards the operator shall re-sweep that street within 24 hours at no cost to the City.
- C. All potable water used for dust control will be provided, at no cost to the contractor through fire hydrants. The City will provide a Fire Hydrant Water Meter that is to be used every time the street sweeping vehicle fills up.
- D. The contractor shall provide to the City, immediately following award of contract, the manufacturer's gallons per minute (GPM) rating, for dust control, on each street sweeping unit. The contractor shall record the daily quantity of water used by any or all street sweeping equipment used to clean the regularly scheduled route. The daily totals will then be compared against the monthly metered potable water total to assist in verifying dust control compliance. If the daily recorded water usage does not meet or exceed the monthly metered potable water total, the City considers this a loss of value and reserves the right to reduce the curb mile rate by 50% for that month.
- E. If City staff observes sweeping of regularly scheduled routes without the use of water for dust control, curb mile rate for that day will be reduced by 50%.

- F. Regularly scheduled routes that are not completely swept on the assigned day for any reason except for provisions in Sections VII & VIII, will require notification of City residents. The contractor will immediately place and pay for a "Notice of Street Sweeping Rescheduling" in the Five Cities Times Press Recorder. A 1/16" size advertisement stating the reason for rescheduling and the contractors name and phone number shall be included in the notification. The City reserves the right to add or modify the content of the "Notice of Street Sweeping Rescheduling". A final draft of the notification must be approved by the Director of Public Works or designee prior to placement.
- G. Failure to sweep one or more streets, on a regularly scheduled route, may result in the City contracting for the cleanup of these streets. All contract and administrative costs incurred as a result of this failure to perform will be deducted from the regular monthly street sweeping invoice. At no time will "make-up" sweeps be allowed to occur on a regularly scheduled solid waste collection day.
- H. The determination of acceptable City standards will be made by the Public Works Director and/or designee.

SECTION V

Equipment:

- A. All equipment used for the performance of this contract shall be standard heavy-duty mechanical broom sweeping or air/vacuum equipment necessary to properly clean streets and alleys of litter, dirt, rocks, leaves, and other debris. Equipment shall be properly maintained both as to condition and appearance so as to ensure a high level of street sweeping services.
- B. Sweeping equipment as well as disposal trucks shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles and the California Highway Patrol.
- C. Machines must be maintained both mechanically and visually throughout the term of this agreement with capability to ensure scheduled routine maintenance and proper adjustment for sweepers.
- D. Machines must be equipped with adequate water spray systems for dust control.
- E. All units shall be clearly and prominently marked with the contractor's name and unit number.

- F. Contractor must keep a sufficient supply of spare brooms and parts to ensure continuous operation. Worn brushes and brooms shall be replaced and adjusted to ensure maximum efficiency.
- G. All equipment must be properly registered and insured in accordance with state and local laws. Contractor must show proof of ownership or a signed lease for sufficient machinery to adequately perform services as specified in this agreement.
- H. All units shall have the capability of being contacted by their main office with radio or paging equipment.
- I. Contractor shall have the ability to provide two (2) sweepers to the City of Arroyo Grande within four (4) hours-notice.
- J. Contractor shall have the ability to provide a mechanical broom type sweeper and an air/vacuum type sweeper with four (4) hours-notice.

SECTION VI

Work to be Performed:

During the term of any agreement entered into, contractor shall sweep all designated public streets and curbs and gutters, alleys, street medians, parking lots, center lanes and intersections within the incorporated City limits of Arroyo Grande with the assigned frequency as listed below.

The contractor will adhere to the "Street Sweeping Schedule" provided by the City of Arroyo Grande. The City reserves the right to modify the "Street Sweeping Schedule" from time to time during the period of the contract. Additions or deletions to this schedule shall be made in accordance with unit prices as shown on the contract bid, or at the City's sole discretion, as otherwise mutually agreed upon by the contractor and the City.

SECTION VII

Holidays:

The City of Arroyo Grande will not require sweeping service on the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event that a scheduled sweeping shift is missed due to the aforementioned holidays, the contractor shall arrange for sweeping on another day within a five day working day period as described in Section III.

SECTION VIII

Inclement Weather:

In the event that a scheduled sweeping shift is not possible due to weather conditions, equipment failure, or other unforeseen occurrences, contractor shall notify the City of Arroyo Grande at the earliest possible time and arrange for sweeping on another day within a five working day period. It is understood that the contractor will make up the missed sweeping shift on the first available day within the five working day limitation, or forfeit any and all compensation for that particular shift.

SECTION IX

Additional Work:

- A. In the event the City of Arroyo Grande desires to extend the street sweeping program to include newly constructed streets or alleys, or streets or alleys procured through annexations, or existing streets not listed or referenced in Section VI, "Work to be Performed" after the effective date of this agreement, then any additional sweeping which is required of the contractor shall be paid for at the applicable price per curb mile as specified in the contractor's bid.
- B. The contractor shall provide additional miscellaneous street sweeping services for work not otherwise specified in these specifications, at the current hourly rate as specified in the bid when requested to do so by the City of Arroyo Grande.
- C. Contractor from time to time may be requested to provide street sweeping services immediately following parades, community celebrations, and other activities involving City streets, alleys or parking lots. Compensation for this work will be paid at the hourly rate as specified in the contractor's bid.
- D. In the event the City of Arroyo Grande desires to increase the frequency of sweeping on specific streets for short durations (1 to 2 months), the contractor shall be paid at the applicable price per curb mile as specified in the contractor's bid.
- E. All sweeping as identified in this section, paragraphs B, C, and D, shall be performed so as not to interfere with the proper completion of the regular street sweeping schedule.

SECTION X

Disposal of Sweeping Debris:

The contractor shall dispose of all refuse and debris collected by his sweeping operation by hauling to a properly established and permitted area for disposal of sweeping debris. The Contractor will provide the City with the location of debris disposal and confirmation that the disposal location is properly permitted. At no time is the Contractor allowed to dispose of sweeping debris on or at City facilities.

SECTION XI

Compensation:

- A. For all services which the contractor is obligated to perform under the terms of this bid, the City of Arroyo Grande shall pay to the contractor an amount based on cost per curb mile of street cleaned in monthly installments payable within 30 days of receiving the invoice for previously performed monthly service.
- B. Failure to sweep shall be deducted from payment, per curb mile, unless made up as stipulated in Sections VII and VIII.

SECTION XII

Insurance Requirements:

The contractor shall procure and maintain for the duration of the contract, 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

See attached sample agreement for insurance requirements.

SECTION XIII

Assignment of Contract:

Contractor shall under no circumstances assign this contract or any part thereof to another party without prior written consent from the City of Arroyo Grande.

SECTION XIV

Termination of Contract:

Upon the determination of the City of Arroyo Grande that the quality of workmanship being performed by the contractor does not meet the standards set by the City of Arroyo Grande as outlined in these specifications, and/or for non-compliance of other provisions of this agreement, the City of Arroyo Grande may terminate this agreement upon thirty (30) days written notice to contractor.

SECTION XV

Responsibility for Damage:

The City of Arroyo Grande and all of their employees and agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; for any material or equipment used in performing the work; for any injury or

damage to any person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of work.

SECTION XVI

Complaints:

All complaints shall first be directed to the Public Works Director or Designee, then to the contractor. It shall be the contractor's obligation to resolve all complaints within 24 hours.

SECTION XVII

Independent Contractor Status:

It is expressly understood that the contractor named in this agreement is acting as an independent contractor, not as an agent or employee of the City of Arroyo Grande.

PRIMARY STREET SWEEPING SCHEDULE			
STREETS			DAY
Acorn Drive Andre Drive Arabian Circle Asilo Aven. de Diamante Calle Carman Calle Cuervo Camino Mercado Cardinal Court Castillo Court Chaparral Lane Clinton Court Collado Corte Cuerda Corte Deer Trail Circle Dos Cerros Emerald Bay Drive Equestrian Way Grace Lane	Hidden Oak Road Hodges Road Jenny Place La Canada Los Ciervos Matthew Way Meadowlark Drive Mercedes Lane Mesquite Lane Mustang Circle Oak Leaf Circle Old Ranch Road Palos Secos Paraiso Court Puesta Del Sol Quail Court Quail Ridge Court	Rancho Parkway Refugio Place Robin Circle Rodeo Drive Rosemary Court Rosemary Lane Salida Del Sol Scenic Circle Sombrillo Spanish Moss Lane Stevenson Drive Via Bandolero Via Las Aguilas Via Poca Via Vaquero Village Glen Drive Vista Circle Vista Drive	Second Tuesday of the month
Arroyo Avenue Alpine Street Bambi Court Bell Street Bennett Street Brittany Avenue California Street Cameron Court Carmella Carrington Place Castillo Del Mar Cerro Vista Circle Cerro Vista Lane West Cherry Ave Cornwall Avenue Creekside Drive Diamond Circle Diana Place Eman Court Faeh Avenue	Farroll Avenue (east of Halcyon Road) Forest Glen Drive Garfield Place Gaynfair Terrace Hampton Place Lancaster Drive Leanna Drive Magnolia Drive Mesa Drive Morning Rise Lane Mulberry Lane Newman Drive N & S Via Belmonte N & S Via Firenze Oak Street Olive Street Opal Circle Orchard Street Pacific Pointe Way Palm Court Paul Place Pearl Dr Pilgrim Way	Rena Street Rogers Court Russ Court Sandalwood Ave South Via Avante Starlight Lane Sycamore Court Sycamore Drive Taylor Place Tiger Tail Drive Todd Lane Virginia Drive Turquoise Drive Verde Place Via Berros Victorian Court Victoria Way Woodland Drive	Third Tuesday of the month

PRIMARY STREET SWEEPING SCHEDULE				
STREETS			DAY	
Allen Street	Hillside Court	Pearwood Avenue	Fourth Tuesday of the month	
Branch Mill Road	Ide Street	Plata Road		
Callie Court	Ikeda Way	Platino Lane		
Campana Place	La Cresta Drive	Plomo Court		
Canyon Way	La Paz Circle	Poole Street		
Clarence Avenue	Ladera Place	Pradera Court		
Coach Road	Larchmont Drive	Ralph Beck Ln		
Cobre Place	Launa Lane	Ridgeview Way		
Colina Street	Leedham Pl	Rosewood Lane		
Corbett Canyon Rd	Le Point Street	So. Traffic Way		
Corral Place	Le Point Terrace	Short Street		
Cross Street	Los Olivos Lane	Stagecoach Road		
Crown Hill	Mariposa Circle	Station Way		
Crown Terrace	Mason Street	Stillwell Drive		
Cuesta Place	May Street	Sweet Pea Ct		
E. Cherry Avenue	McKinley Street	Tanner Lane		
Farmhouse Place	Miller Circle	Toyon Court		
Fieldview Place	Miller Way	Trinity Avenue		
Flora Road	Myrtle Street	Vard Loomis Court		
Fortuna Court	Nelson Street	Vard Loomis Lane		
Garden Street	Nevada Street	Vernon Street		
Greenwood Drive	Noguera Place	Via La Barranta		
Grove Court	Oro Drive	Village Court		
Gularte Road	Outland Court	Waller Pl		
Harrison Street	P. C. Railway	Wesley Street		
Haven Ct	Park Boulevard	White Court		
Hawkins Court	Paseo Street	Whiteley Street		
		Zogata Way		
Ash St. Restrooms	Elm St Recreation	Soto Sports Complex		Once a month: Parking lots
Car Corral Parking lot	Olohan Alley	Strother Park		
City Hall	Parking Lots	Woman's Club		



Arroyo Grande Street Sweeping **ADDENDUM NO. 1**

Date: 11/9/2023
To: All potential bidders
From: City of Arroyo Grande
Subject: Response to Questions

Receipt of this Addendum must be acknowledged by writing "Addendum No. 1" on the outside of the bid envelope.

This addendum forms a part of the Contract Documents and modifies the original bid document.

1. *Please clarify the locations of the nine parking lots to be swept.*

The three attached sheets show the location of the eight parking lots to be included in the work. Note that the number of lots has changed from 9 to was on a regular will is just as 8 and are identified differently than in the original bid documents.

2. *Please fix the formatting error on page 7.*

The bid forms have been corrected to show corp yard second extension, rather than two corp yard first extension, and the rows have been properly realigned. New bid forms to be used are attached for your convenience.

1. Le Point Parking - Le Point St. off Mason St. and Nevada St.



3. Woman's Club - 211 Vernon St.



2. Olohan Ally - between Bridge St. and Mason St.

5. Strother Park – 1150 Huasna Road

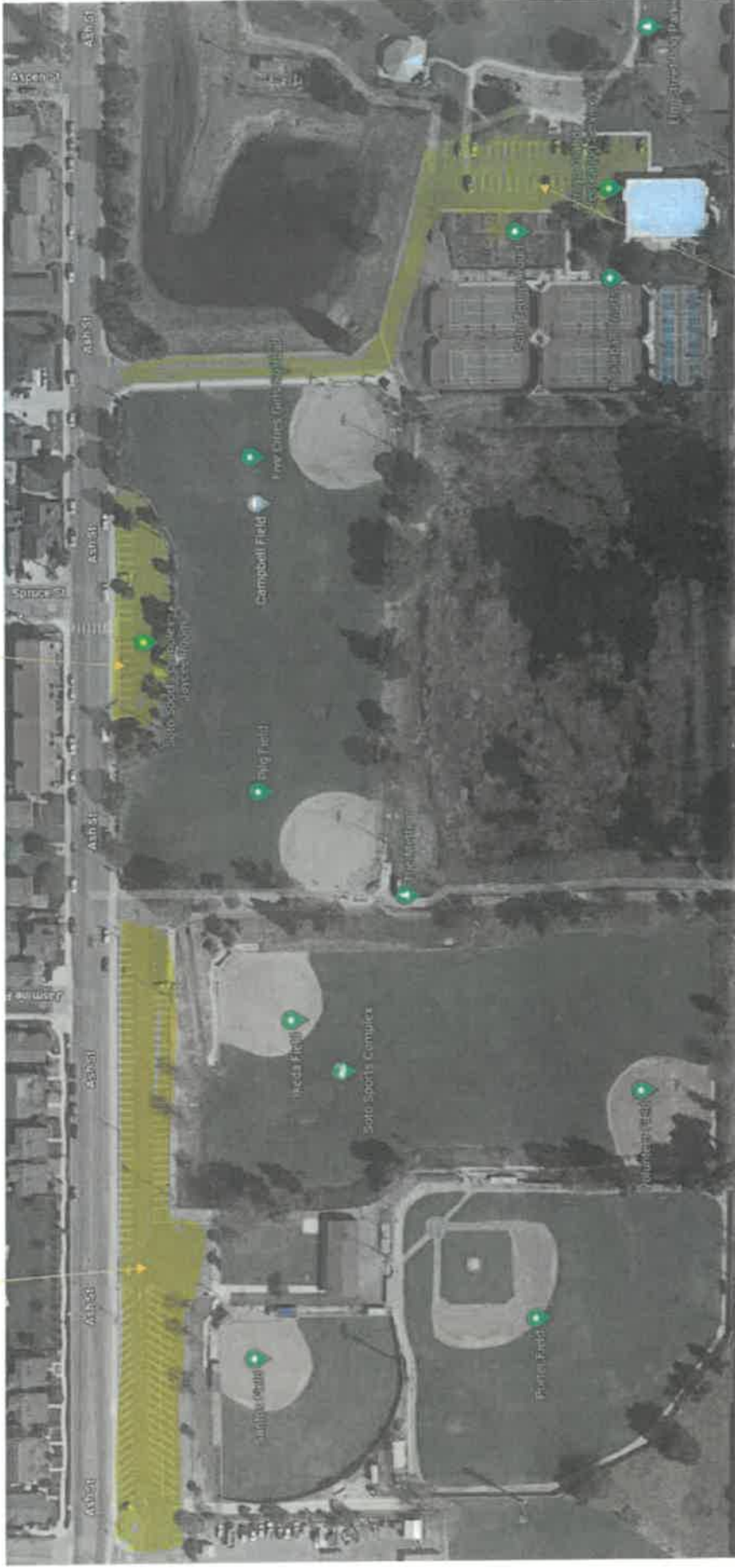


4. Rancho Grande Park - James Way across from Salida del Sol



6. Soto Complex

7. Ash St. Restrooms



8. Elm St. Park 1221 Ash St.

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 1)**

The undersigned, as bidder, declares that they have carefully examined the location of the bid work, has examined the special provisions, and has read the accompanying information, and hereby bids and agrees, if this bid is accepted, to furnish all materials and do all work required to complete said work in accordance with said provisions in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Street Sweeping – (313 Curb Miles for bidding purposes)	
1. Two Year Contract	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for Two Years	
2. First Year Optional Contract Extension	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for 1-Year Extension	
3. Second Year Optional Contract Extension	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for 1-Year Extension	
Monthly Sweeping of Nine Parking Lots (Lump Sum)	
4. Two Year Contract	
A. Total Per Month	
B. Total Bid for Two Years	
5. First Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	
6. Second Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	
Weekly Sweeping of the City Corporation Yard Parking Lot (Lump Sum)	
7. Two Year Contract	
A. Total Per Month	
B. Total Bid for Two Years	
8. First Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	
9. Second Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 2)**

Special Sweeping Service (Assume 100 hours/year for bidding purposes only)	
10. Two Year Contract	
A. Cost Per Hour	
B. Total Bid for Two Years	
11. First Year Optional Contract Extension	
A. Cost Per Hour	
B. Total Bid for One Extension	
12. Second Year Optional Contract Extension	
A. Cost Per Hour	
B. Total Bid for One Extension	

TOTAL BID FOR COMPARATIVE PURPOSES SHALL BE CALCULATED BY THE TOTAL BID COST FOR ALL OF THE FOLLOWING ITEMS:

Item	Reference # (from tables above)	Amount
Weekly sweeping, first two years	1C	
Weekly sweeping, first extension	2C	
Weekly sweeping, second extension	3C	
Parking lots, first two years	4B	
Parking lots, first extension	5B	
Parking lots, second extension	6B	
Corp yard, first two years	7B	
Corp yard, first extension	8B	
Corp yard, second extension	9B	
Special services, first two years	10B	
Special services, first extension	11B	
Special Services, second extension	12B	
Total bid (in numbers), sum of above		
Total bid (in words)		

The undersigned understands and agrees that:

- All bids are to be calculated by multiplying the unit price, times twelve (12) months and/or twenty-four (24) months as relevant, times estimated quantity. In case of a discrepancy amongst figures, unit prices shall prevail. In case of an error in the extension of a unit price, the corrected extension shall be calculated, and the bids will be computed as indicated above and compared using the corrected totals. The estimated quantities of work indicated in the bid are approximate only, being used solely as a basis for comparing bids.

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 3)**

- No verbal agreement or conversation with any officer, agent or employee of the City, before, during or after the execution of the agreement shall affect or modify any of the terms or obligations of this bid.
- The City of Arroyo Grande will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- In case the undersigned defaults in executing the required contract within ten (10) days (not including Sundays and legal holidays), after receiving notice that the agreement is ready for signature, the agreement shall be deemed null and void.

THE UNDERSIGNED HEREBY DECLARES OR CERTIFIES UNDER PENALTY OF PERJURY THAT:

- He or she has not, in any way, entered into any agreement or arrangement with any other bidder which is collusive or which might tend to, or does, lessen or destroy free competition in the letting of the contract sought for by these bids.
- No attempt has been made to induce any other bidder to submit a collusive bid, or to refrain from bidding.
- No bid has been accepted from any subcontractor which is known by the undersigned to be collusive.

Signature of Bidder:

Business Address:

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 4)**

EQUIPMENT TO BE USED

Item	Model/Capacity	Year of Manufacture

REFERENCES / EXPERIENCE

Name of Organization / Business	Address	Scope of Services	Term of Contract

Addenda received: _____

EXHIBIT "B"
Bid Forms

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 1)**

The undersigned, as bidder, declares that they have carefully examined the location of the bid work, has examined the special provisions, and has read the accompanying information, and hereby bids and agrees, if this bid is accepted, to furnish all materials and do all work required to complete said work in accordance with said provisions in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Street Sweeping – (313 Curb Miles for bidding purposes)		
1. Two Year Contract		
A. Unit Price Per Curb Mile		\$45.00
B. Total Per Month		\$14,085.00
C. Total Bid for Two Years		\$338,040.00
2. First Year Optional Contract Extension		
A. Unit Price Per Curb Mile		\$46.00
B. Total Per Month		\$14,398.00
C. Total Bid for 1-Year Extension		\$172,776.00
3. Second Year Optional Contract Extension		
A. Unit Price Per Curb Mile		\$47.00
B. Total Per Month		\$14,711.00
C. Total Bid for 1-Year Extension		\$176,532.00
Monthly Sweeping of Nine Parking Lots (Lump Sum)		
4. Two Year Contract		
A. Total Per Month		\$1,800.00
B. Total Bid for Two Years		\$43,200.00
5. First Year Optional Contract Extension		
A. Total Per Month		\$1,900.00
B. Total Bid for One Extension		\$22,800.00
6. Second Year Optional Contract Extension		
A. Total Per Month		\$2,000.00
B. Total Bid for One Extension		\$24,000.00
Weekly Sweeping of the City Corporation Yard Parking Lot (Lump Sum)		
7. Two Year Contract		
A. Total Per Month		\$675.00
B. Total Bid for Two Years		\$16,200.00
8. First Year Optional Contract Extension		
A. Total Per Month		\$725.00
B. Total Bid for One Extension		\$8,700.00
9. Second Year Optional Contract Extension		
A. Total Per Month		\$775.00
B. Total Bid for One Extension		\$9,300.00

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 2)**

Special Sweeping Service (Assume 100 hours/year for bidding purposes only)		
10. Two Year Contract		
A. Cost Per Hour		\$225.00
B. Total Bid for Two Years		\$45,000.00
11. First Year Optional Contract Extension		
A. Cost Per Hour		\$235.00
B. Total Bid for One Extension		\$23,500.00
12. Second Year Optional Contract Extension		
A. Cost Per Hour		\$245.00
B. Total Bid for One Extension		\$24,500.00

TOTAL BID FOR COMPARATIVE PURPOSES SHALL BE CALCULATED BY THE TOTAL BID COST FOR ALL OF THE FOLLOWING ITEMS:

Item	Reference # (from tables above)	Amount
Weekly sweeping, first two years	1C	\$338,040.00
Weekly sweeping, first extension	2C	\$172,776.00
Weekly sweeping, second extension	3C	\$176,532.00
Parking lots, first two years	4B	\$43,200.00
Parking lots, first extension	5B	\$22,800.00
Parking lots, second extension	6B	\$24,000.00
Corp yard, first two years	7B	\$16,200.00
Corp yard, first extension	8B	\$8,700.00
Corp yard, second extension	9B	\$9,300.00
Special services, first two years	10B	\$45,000.00
Special services, first extension	11B	\$23,500.00
Special Services, second extension	12B	\$24,500.00
Total bid (in numbers), sum of above		\$904,548.00

Total bid (in words) Nine Hundred Four Thousand, Five Hundred Forty-eight Dollars and No Cer

The undersigned understands and agrees that:

- All bids are to be calculated by multiplying the unit price, times twelve (12) months and/or twenty-four (24) months as relevant, times estimated quantity. In case of a discrepancy amongst figures, unit prices shall prevail. In case of an error in the extension of a unit price, the corrected extension shall be calculated, and the bids will be computed as indicated above and compared using the corrected totals. The estimated quantities of work indicated in the bid are approximate only, being used solely as a basis for comparing bids.

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 3)**

- No verbal agreement or conversation with any officer, agent or employee of the City, before, during or after the execution of the agreement shall affect or modify any of the terms or obligations of this bid.
- The City of Arroyo Grande will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- In case the undersigned defaults in executing the required contract within ten (10) days (not including Sundays and legal holidays), after receiving notice that the agreement is ready for signature, the agreement shall be deemed null and void.

THE UNDERSIGNED HEREBY DECLARES OR CERTIFIES UNDER PENALTY OF PERJURY THAT:

- He or she has not, in any way, entered into any agreement or arrangement with any other bidder which is collusive or which might tend to, or does, lessen or destroy free competition in the letting of the contract sought for by these bids.
- No attempt has been made to induce any other bidder to submit a collusive bid, or to refrain from bidding.
- No bid has been accepted from any subcontractor which is known by the undersigned to be collusive.

Signature of Bidder:



Sean St. Denis

President

Business Address:

734 Ralcoa Way

Arroyo Grande CA 93420

**CONTRACT BID
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID FORMS (Page 4)**

EQUIPMENT TO BE USED

Item	Model/Capacity	Year of Manufacture
Tymco	600 / 6 yrds	2016
Tymco	600 / 6 yrds	2014
Tymco	600 / 6 yrds	2013
Elgin	Broom Bear / 4.5 yrds	2012

REFERENCES / EXPERIENCE

Name of Organization / Business	Address	Scope of Services	Term of Contract
City of Pismo Beach	760 Mattie Road	Street Sweeping	Extension 2022-2024
City of Buellton	107 W. Highway 246	Street Sweeping	2023-2026 w/3 ext
City of Morro Bay	595 Harbor Street	Street Sweeping	7/2023-06/30/2024

Addenda received: November 9, 2023. Addendum No. 1