

City of Foster City
Foster City, California



REQUEST FOR PROPOSAL

**STREET SWEEPING MAINTENANCE
(JANUARY 1, 2019 – DECEMBER 31, 2020)**

PROPOSAL DUE: October 16, 2018 before 2:00 PM

RETURN PROPOSAL TO:

City of Foster City
Department of Public Works
610 Foster City Boulevard.
Foster City, CA 94404
Attn: Frank Schoening

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SECTION 1

SCOPE OF WORK AND DEFINITIONS

1.01 SCOPE OF WORK

This proposal is for the regularly scheduled and emergency street sweeping services in Foster City. The Contractor shall furnish all labor, tools, shop facilities, equipment, and materials and perform all work necessary to provide for street sweeping services.

1.02 DURATION OF CONTRACT

Initial contract period for the street sweeping services shall be from January 1, 2019 to December 31, 2020 for a twenty four (24) month period.

The contract may be renewed subsequently in one-year (12 month) increments as follows:

- The second contract period will be from January 1, 2021 to December 31, 2021.
- The third contract period will be from January 1, 2022 to December 31, 2022.
- The fourth contract period will be from January 1, 2023 to December 31, 2023.

Renewal shall be by mutual consent subject to provisions of SECTION 3, COMPENSATION. Either the Contractor or the CITY may notify of either party's intention to extend the contract at least 60 calendar days prior to the expiration date of the contract.

1.03 DESCRIPTION OF WORK

The work to be performed consists of sweeping, either by machine sweeping or hand sweeping, all designated improved public streets including curb returns and median islands within Foster City on a uniform schedule as outlined in PARAGRAPH 1.05, SCHEDULE FOR WORK. No machine street sweeping shall be performed during rainstorms, when there is running water in the gutter or street, or for any other reason sweeping is impractical as determined by the CITY.

1.04 DEFINITIONS

- a. City Parking Lots – Sweeping of all City parking lots shall be performed during night time on a weekly basis, except No. 5. East side of the Corporation Yard shall be swept during the day.

No.	Description	Address/Location	Sq. Yds. (Approx.)
1.	City Hall Parking Lot Front and Rear	610 Foster City Blvd.	10,000
2.	City Park Parking Lots a. Boat Park b. Boothbay Park c. Port Royal Park d. Sea Cloud Park (2 Lots)	Foster City Blvd. /Bounty Dr. Galveston St. /Hudson Bay St. Port Royal Ave./Billingsgate 1. Pitcairn Dr./San Miguel 2. End of Sea Cloud Ct.	6,000 900 600 1,000 8,000
3.	Recreation Center Parking Lot a. Boat Ramp (by tennis courts) b. Small Parking Lot (senior Center) c. Large Parking Lot (main)	650 Shell Blvd.	1,600 1,000 6,200
4.	Library/Community Center Parking Lot	1000 E. Hillsdale Blvd. including the Civic Center Dr.	8,000
5.	Corporation Yard Parking Lot a. East Side (Day) b. West Side	100 Lincoln Center Dr.	5,000 10,000
6.	Windsurf Access Road and Parking Lot	End of Lakeside Drive from E. 3 rd Ave. to the dead end parking lot	6,500
		GRAND TOTAL	64,800

b. Curb Mile

Curb Mile shall be defined as the distance the machine sweeper travels with an effective sweeping width of eight (8) feet from the curb face along an improved street. In all cases, any reduction in sweeping width from the defined eight (8) feet will result in a corresponding percentage deduction in the price paid per curb mile; i.e., if the effective sweeping width is four (4) feet, payment will be 50 percent (50%) of cost per curb mile.

c. Refuse

All deposits of dirt, rock, glass, cans, leaves, sticks, papers, or any like materials so designated by the CITY within the areas to be swept within the terms of this contract and of a size which can be practically removed by mechanical sweeping or hand-sweeping operations shall be removed.

d. Hand-Sweeping/Vacuuming

Contractor shall remove all visible debris along curbs and medians. Approximately 20 streets have square cul-de-sacs, which require hand sweeping or vacuuming of the corners. Compensation for hand-sweeping/vacuuming shall be considered as included in the scope of work for basic sweeping service, and no separate payment will be made therefore. If callback is required, the CITY shall deduct as per callback rate in PARAGRAPH 4.09, CALLBACKS.

e. Scheduled Machine Street Sweeping

Regular machine sweeping of streets listed in Section 7 Exhibit C, Street Name List and Schedule, and shown in Section 7 on Exhibit D, Street Sweeping Map, shall be accomplished in accordance with these specifications, including additions or deletions as allowed in PARAGRAPH 4.17, ADDITION/DELETIONS. Sweeper shall not limit the number of times that the sweeper debris hopper is emptied for any given route in order to meet quality standards identified in PARAGRAPH 4.04.

Included in the standard sweeping is Shell Boulevard between Bounty and East Hillsdale Boulevard and East Hillsdale Boulevard between Edgewater and Foster City Boulevard at the conclusion of two (2) City celebrations:

1. City Fest Festival on the first weekend in June; and
2. Independence Day activities on or about July 4.

f. Area Between Travel Lanes

The Contractor will sweep areas between turn lanes and through lanes, and between median islands monthly (Item I in Cost Proposal Schedule), and on an as needed basis determined by the CITY. Compensation for additional sweeping will be considered as hourly work and separate payment will be made per hourly rate in the cost schedule (Item IV in Cost Proposal Schedule). The additional time shall be documented in the weekly statement and the weekly sweeping log.

g. Bridges/Overpasses

Contractor shall sweep on a weekly basis all travel lanes, shoulders, medians, and curb returns located on the following bridges:

1. Rainbow Bridge (On E. Hillsdale Blvd. over the Foster City Lagoon)
2. Foster City Boulevard Bridge (Over the Foster City Lagoon)
3. Foster City Boulevard Bridge (Over Interstate 92)
4. Vintage Park Bridge (Over Interstate 92)
5. Bicentennial Bridge (On Beach Park Blvd over the Foster City Lagoon)
6. Shell Blvd. Bridge (Over the Foster City Lagoon)
7. Twin Bridge (On E. Hillsdale Blvd. over the San Mateo Lagoon)
8. Mariner's Island Blvd. Bridge (Over Interstate 92)

1.05 SCHEDULE FOR WORK

Contractor shall sweep streets designated in Exhibit C, Street Name List and Schedule, and shown on Exhibit D, Street Sweeping Map, in accordance with the following schedule:

Type of Street	Estimated Curb Miles	Frequency	Work Hours
Residential Street, No Median	60.8	Bi-weekly	Day
Residential Boulevard, No Median	2.3	Bi-weekly	Day
Residential Boulevard, No Median	2.1	Weekly	Day
Residential Boulevard, with Median	9.8	Weekly	Day
Residential Boulevard Median	9.8	Weekly	Day
Commercial Street, with Median	11.2	Weekly	Night
Commercial Street, No Median	4.6	Weekly	Night
Commercial Street Medians	10.4	Weekly	Night
City/District Parking Lots	Refer to 1.04a	Weekly	Night
City/District Bridges	Refer to 1.04g	Weekly	Night
Area Between Travel Lanes	Refer to 1.04f	Monthly	Day

* END OF SECTION *

SECTION 2

COST PROPOSAL SCHEDULE

**STREET SWEEPING MAINTENANCE
(JANUARY 1, 2019 – DECEMBER 31, 2020)**

PROPOSAL ITEM No.	DESCRIPTION	ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL AMOUNT
I.	Monthly Street Sweeping				
	Monthly Rate for basic sweeping services based on the schedule described in PARAGRAPH 1.05, Exhibits C & D.	12	\$/Month	\$ _____	\$ _____
	TOTAL PROPOSAL (ITEM I) PER YEAR			\$ _____	
II.	Additions/Deletions – Curb Mile				
	Rate per curb mile for additions or deletions to the basic sweeping services described in PARAGRAPH 4.17.	1	\$/Mile	\$ _____	
III.	Additions/Deletions – Square Yards – Parking Lots				
	Rate per square yard for additions or deletions to the basic street sweeping services.	1	\$/Sq. Yard	\$ _____	
IV.	Scheduled Extra Work				
	Hourly rate for scheduled extra work (includes operator and sweeper) described in Paragraph 3.02 A.	1	\$/Hr.	\$ _____	
V.	Emergency Extra Work				
a.	Hourly rate for emergency extra work during normal operating hours 8 a.m. – 5 p.m. (includes operator and sweeper).	1	\$/Hr.	\$ _____	
b.	Hourly rate for emergency extra work after hours including nights and weekends (includes operator and sweeper).	1	\$/Hr.	\$ _____	

Notes:

1. Proposal price alone will not be the sole determining factor in the selection of the contractor for this work. The CITY will consider the proposed costs for all proposal items identified herein together with the contractor qualifications and references to form the basis for its decision on who will be selected.
2. All proposal items must be filled in.
3. Proposals shall be valid for 90 days from RFP due date.

Authorized Signature

* END OF SECTION *

SECTION 3
COMPENSATION

3.01 PAYMENT AND ESCALATION FACTOR

1. The Contractor shall provide all work necessary to conduct street sweeping maintenance as defined in these specifications. Compensation for this work shall be made monthly based on 1/12th of Total Annual Amount of Item I, Monthly Street Sweeping, as listed in SECTION 2, COST PROPOSAL SCHEDULE.
2. At the end of the initial contract period (December 31, 2020), and each anniversary thereafter for the duration of the contract, the unit rates paid for street sweeping maintenance may, upon Contractor or CITY request, be increased or decreased in direct proportion to the increase or decrease in the Consumer Price Index (CPI). The most recent CPI for October – October San Francisco/Oakland area for all urban wage earners shall be used. The Contractor shall submit to the CITY a revised unit price schedule and supporting CPI information for any requested changes.

3.02 EXTRA WORK

A. Scheduled Extra Work

For Scheduled Extra Work Items, the Contractor will be given 2 working days advance notice of the need. Compensation shall be based on Item IV in SECTION 2, COST PROPOSAL SCHEDULE.

Scheduled Extra Work Items may include but are not limited to correcting damages due to accidents, vandalism, acts of God, spillage, sandblasting, paving preparation, and undesignated special events, which may require sweeping services during the year, in a non-emergency timeframe. This also includes areas between turn lanes and through lanes, and between median islands on an as needed basis. A separate itemized invoice, indicating the actual hours spent on-site, shall be prepared for the Scheduled Extra Work. No additional compensation shall be given for travel time to the Scheduled Extra Work site.

B. Emergency Extra Work

All other unscheduled extra work shall be considered Emergency Extra Work. Emergency Extra Work requires response within 2 hours or less. Emergency Extra Work done during normal business hours (8 AM – 5 PM) shall be compensated based on Item V.a in SECTION 2, COST PROPOSAL SCHEDULE. Emergency Extra Work done during non-normal business hours (5 PM – 8 AM), weekends and holidays shall be compensated based on Item V.b in SECTION 2, COST PROPOSAL SCHEDULE.

Emergency Extra Work Items may include but are not limited to correcting damages due to accidents, vandalism, acts of God, spillage, sandblasting, paving preparation, and undesignated special events, which may require sweeping services during the year, in an emergency timeframe. A separate itemized invoice, indicating the actual hours spent on-site, shall be prepared for the Emergency Extra Work. No additional compensation shall be given for travel time to the Emergency Extra Work site.

3.03 ALL OTHER WORK

All other work included in these specifications, unless identified as "Scheduled Extra Work" or "Emergency Extra Work", shall be deemed ancillary to the work covered by proposal Item I listed in SECTION 2, COST PROPOSAL SCHEDULE, and no additional compensation shall be granted.

3.04 PROGRESS PAYMENTS

Invoices for all services provided in the previous month should be submitted by the fifth of the month along with a monthly report which includes the records of miles swept and debris amounts collected. If, in the opinion of the CITY, all services have been provided in a timely and competent manner, full payment for Item I, of the COST PROPOSAL SCHEDULE shall be made the day after the first City Council meeting in the following month.

* END OF SECTION *

SECTION 4

GENERAL REQUIREMENTS

4.01 The Contractor shall fill out and submit all blue forms included in this proposal package as listed:

- Cost Proposal Schedule listed in Section 2
- Contractor's Qualifications and References listed in Section 5
- Bidder Certifications listed in Section 6
- Insurance Forms listed in Exhibit E within Section 7

4.02 SWEEPING LOG REQUIRED

The Contractor shall submit a Sweeping Log weekly by the Wednesday of the following week. The log shall include daily starting and ending odometer readings, cubic yards of material collected, and type of sweeper used. A separate log shall also be used for any additional work items performed (as described in Section 3.02A: Scheduled Extra Work or Section 3.02B: Emergency Extra Work). A weekly statement template form will be provided by the CITY and may be modified at any time at the discretion of the CITY to comply with the CITY's Storm Water Discharge Permit.

4.03 PAYMENT PENALTIES

Attention is directed to the following contract provisions relating to payment penalties.

It is mutually agreed that timely and complete performance of all aspects of this contract is of extreme importance to both parties. By entering a contract for performance of all work called for in these specifications, the Contractor agrees to the following penalties as being appropriate and acceptable, and further agrees that such penalties will be deducted from funds otherwise due and payable to the Contractor.

1.	Failure to file the weekly statement/Sweeping Log as required in PARAGRAPH 4.02	Assess \$50/Day for each day late
2.	Failure to sweep required eight feet width from curb face as specified in PARAGRAPH 1.04b	Corresponding in payment reduction per PARAGRAPH 1.04b
3.	Callbacks as specified in PARAGRAPH 4.09	Assess \$100 per each callback

4.04 QUALITY OF WORK

The standards of performance, which the Contractor is obligated to perform hereunder, are those standards which are considered to be good street sweeping practices and which are subject to approval by the CITY. The CITY at its discretion may conduct periodic audits to ensure the quality of work is in compliance with the CITY's street sweeping expectations.

4.05 HOURS OF SWEEPING

All scheduled machine street sweeping shall be performed only during the hours of 8:00 AM to 5:00 PM for day routes and during the hours of 10:00 PM to 7:00 AM for night routes. Sweeping shall not be performed on weekends or on CITY holidays unless authorized by the CITY.

4.06 EQUIPMENT

Contract work shall only be performed with equipment suitable to produce the quality of work identified in SECTION 4.04. All equipment shall be subject to the CITY's approval prior to use. All sweeping equipment shall have appropriate safety markings consisting of highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with the State Vehicle Code and approved by the CITY.

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

The Contractor shall properly maintain a minimum of or have two (2) working machine sweepers, both in good condition and appearance, for use under this contract at all times.

- A. Sweepers shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract or replaced with a sweeper which does meet the limits.
- B. The maximum noise level allowed is 85 dBA.

4.07 DISPOSAL OF SWEEPING REFUSE

The Contractor may dump all debris swept from the CITY streets at the City/District Corporation Yard located at 100 Lincoln Centre Dr. in Foster City. The debris boxes will be emptied by the CITY.

4.08 WATER

The Contractor shall utilize adequate amounts of water to perform street sweeping services. No dry sweeping shall be allowed unless authorized by the CITY. The Contractor shall provide equipment with adequate air gap to prevent cross contamination of the CITY's water system

4.09 CALLBACKS

Whenever, in the opinion of the CITY, a section of street is inadequately swept, the Contractor shall, within 24 hours after notification, re-sweep the section in question and may, at the discretion of the CITY, forfeit as a penalty, one hundred dollars (\$100) for each time a street is inadequately swept. No additional payment will be made for callbacks as a result of inadequate sweeping.

4.10 STORAGE OF EQUIPMENT

The Contractor must provide his own storage for equipment such as sweepers, brooms, tires, gas, oil and other required parts and materials. The CITY will not provide storage for any Contractor equipment.

4.11 SPEED OF VEHICLES

The Contractor shall operate the sweepers between four and five miles per hour when sweeping, unless it can be proven, to the satisfaction of the CITY, the sweeper can operate at a higher speed and still operate effectively.

4.12 CITY RIGHTS

The CITY will:

- a. At its own discretion, reject any or all proposals or waive any informality in any proposals.
- b. Consider proposals for a period of up to 90 days following the time of receipt of proposal before deciding which proposal, if any, will be accepted.
- c. Increase or decrease the amount of work to be performed with no change in the unit price.
- d. Have emergency service performed by CITY forces or by a separate contractor as needed.
- e. Use video equipment to create public service spots for community awareness.
- f. Change hours of sweeping as necessary provided 48 hours advance notice is given.

4.13 SUBCONTRACTING LIMITATION

The Contractor shall not subcontract more than 50 percent of the work based upon the total amount of the street sweeping contract except as permitted by the CITY.

4.14 ASSIGNMENT OF CONTRACT

The contract shall not be assigned without written consent of the CITY.

4.15 EQUIPMENT IDENTIFICATION

The Contractor shall display on the side of the equipment being used within the CITY, a CITY logo. The logo will consist of the CITY's existing emblem with the words, "contracted by" added to it. The CITY will furnish these signs. The signs are the property of the CITY and shall be returned to the CITY upon request.

4.16 STREET SWEEPING SCHEDULE

The schedule for specific streets is provided in EXHIBIT C, STREET NAME LIST AND SCHEDULE. The schedule for street sweeping may not be changed without the written approval of the CITY.

4.17 ADDITIONS/DELETIONS

The CITY reserves the right to add or delete curb miles and to increase or reduce the sweeping frequency called for in these specifications. The cost per curb mile for additions or deletions (Item II, Section 2, COST PROPOSAL SCHEDULE) will dictate the maximum increase that will be allowed for additional miles and/or for additional frequency. That amount will also dictate the minimum reduction in monthly cost for deletion of curb miles and/or decrease in sweeping frequency.

4.18 MEETINGS & NOTIFICATION

The Contractor shall attend street sweeping progress meetings with a CITY representative on a monthly basis if needed at the CITY's Corporation Yard. No additional compensation will be allowed for the Contractor for meeting times.

The Contractor shall notify the Street Superintendent whenever the street sweeper enters the CITY to perform sweeping work.

* END OF SECTION *

SECTION 5

CONTRACTORS QUALIFICATIONS AND REFERENCES

**CITY OF FOSTER CITY
STREET SWEEPING MAINTENANCE (January 1, 2019 – December 31, 2020)**

Name of Contractor: _____

THE CONTRACTOR SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The Contractor has been engaged in the contracting business, under the present business name for _____ years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of _____ years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefor.)

4. The following maintenance contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
(d)	_____	_____	_____	_____
(e)	_____	_____	_____	_____

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	NAME/TITLE	ADDRESS	TELEPHONE
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____
(e)	_____	_____	_____

6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets as necessary)

7. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor: _____

Print Name and Title

* END OF SECTION *

SECTION 6

**BIDDER CERTIFICATIONS
CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT
TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID
STREET SWEEPING CONTRACT**

CERTIFICATE OF NON-DISCRIMINATION

On behalf of the bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

BIDDER'S SIGNATURE

STATEMENT OF CONVICTIONS

"I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against me within the past two years because of failure to comply with an order of a Federal Court to comply with an order of the National Labor Relations Board."

BIDDER'S SIGNATURE

PREVIOUS DISQUALIFICATIONS

"I hereby swear, under penalty of perjury, that the below indicated bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

BIDDER'S SIGNATURE

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract.

BIDDER'S SIGNATURE

Company Name _____

Signed by (printed) _____

Title _____

Dated _____

* END OF DOCUMENT *

SECTION 7
SAMPLE AGREEMENT

VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES
FOR
STREET SWEEPING SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2018 by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "VENDOR" or "CONTRACTOR"

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage VENDOR to provide a product and/or services to the CITY;
- B. That VENDOR is qualified to provide the product and/or services to the CITY and;
- C. That the CITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.
 - 1. A. Services. The services to be performed by VENDOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in Exhibit A, delivery of the product or completion of performance of services hereunder by VENDOR, whichever date shall first occur.
(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. CITY shall compensate VENDOR for any product delivered and/or for services rendered, and reimburse VENDOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion.

Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation: Expenses: Payment. CITY shall compensate VENDOR for all products supplied or services performed by VENDOR hereunder as shown in Exhibit B attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum \$ _____ unless additional amounts have been approved in advance of supplying the product, performing the services or incurring the costs and expenses by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. VENDOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be available to CITY for review and copying during regular business hours at VENDOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY

8. Relationship of Parties. It is understood that the relationship of VENDOR to the CITY is that of an independent contractor and all persons working for or under the direction of VENDOR are its agents or employees and not agents or employees of the CITY.
9. Schedule. VENDOR shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of VENDOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, VENDOR's officers or employees.

VENDOR acknowledges the importance to CITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

10. Indemnity. To the fullest extent allowed by law, VENDOR hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of VENDOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of VENDOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require VENDOR to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

VENDOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. Insurance. VENDOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to VENDOR's services to be performed hereunder covering CITY's risks in form subject

to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to VENDOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

VENDOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by VENDOR shall agree to be bound to VENDOR and CITY in the same manner and to the same extent as VENDOR is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. VENDOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, VENDOR shall, on the Insurance Coverage form provided in Exhibit E, or equivalent, furnish CITY with certificates and copies of all declaration and endorsement

pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, VENDOR must obtain and provide the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing the additional insured coverage under VENDOR's insurance policy shall be primary and non-contributory insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of VENDOR's insurance and not contributory with it. VENDOR and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named VENDOR/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to VENDOR and CITY in the same manner and to the same extent as VENDOR is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

VENDOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event VENDOR fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by VENDOR.

12. WORKERS' COMPENSATION. VENDOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

13. NON-DISCRIMINATION. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The VENDOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The VENDOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. Notice. All notices required by this Agreement shall be given to the CITY and VENDOR in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Frank Schoening

VENDOR: Name
Address
City, State, Zip
Attention: _____

15. Non-Assignment. This Agreement is not assignable either in whole or in part.

16. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

17. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
18. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
19. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
20. Conflict of Interest. VENDOR may serve other clients, but none who are active within the City of Foster City or who conduct business that would place VENDOR in a "conflict of interest" as that term is defined in State law.
21. Entire Agreement. This Agreement, including Exhibits A, B, C, D, and E, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated:

Jeff Moneda, City Manager
(for contracts less than \$50,000)
[REMOVE signature line if \$50,000 or more]

Dated:

Sam Hindi, Mayor
(for contracts \$50,000 or more)
[REMOVE signature line if less than \$50,000]

ATTEST:

Dated:

Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated:

Jean Savaree, City Attorney

VENDOR

Dated:

Type Name & Title of VENDOR Authorized to Sign

EXHIBIT A
SCOPE OF WORK AND SCHEDULE
FOR
STREET SWEEPING SERVICES

1.01 SCOPE OF WORK

This proposal is for the regularly scheduled and emergency street sweeping services in Foster City. The VENDOR shall furnish all labor, tools, shop facilities, equipment, and materials and perform all work necessary to provide for street sweeping services.

1.02 DURATION OF CONTRACT

Initial contract period for the street sweeping services shall be from January 1, 2019 to December 31, 2020 for a twenty four (24) month period.

The contract may be renewed subsequently in one-year (12 month) increments as follows:

- The second contract period will be from January 1, 2021 to December 31, 2021.
- The third contract period will be from January 1, 2022 to December 31, 2022.
- The fourth contract period will be from January 1, 2023 to December 31, 2023.

Renewal shall be by mutual consent subject to provisions of Exhibit B, PARAGRAPH 2.03, ESCALATION FACTOR. Either the VENDOR or the CITY may notify of either party's intention to extend the contract at least 60 calendar days prior to the expiration date of the contract.

1.03 DESCRIPTION OF WORK

The work to be performed consists of sweeping, either by machine sweeping or hand sweeping, all designated improved public streets including curb returns and median islands within Foster City on a uniform schedule as outlined in PARAGRAPH 1.05, SCHEDULE FOR WORK. No machine street sweeping shall be performed during rainstorms, when there is running water in the gutter or street, or for any other reason sweeping is impractical as determined by the CITY.

1.04 DEFINITIONS

- a. City Parking Lots – Sweeping of all City parking lots shall be performed during night time on a weekly basis, except No. 5. East side of the Corporation Yard shall be swept during the day.

No.	Description	Address/Location	Sq. Yds. (Approx.)
1.	City Hall Parking Lot Front and Rear	610 Foster City Blvd.	10,000
2.	City Park Parking Lots a. Boat Park b. Boothbay Park c. Port Royal Park d. Sea Cloud Park (2 Lots)	Foster City Blvd. /Bounty Dr. Galveston St. /Hudson Bay St. Port Royal Ave./Billingsgate 1. Pitcairn Dr./San Miguel 2. End of Sea Cloud Ct.	6,000 900 600 1,000 8,000
3.	Recreation Center Parking Lot a. Boat Ramp (by tennis courts) b. Small Parking Lot (senior Center) c. Large Parking Lot (main)	650 Shell Blvd.	1,600 1,000 6,200
4.	Library/Community Center Parking Lot	1000 E. Hillsdale Blvd. including the Civic Center Dr.	8,000
5.	Corporation Yard Parking Lot a. East Side (Day) b. West Side	100 Lincoln Center Dr.	5,000 10,000
6.	Windsurf Access Road and Parking Lot	End of Lakeside Drive from E. 3 rd Ave. to the dead end parking lot	6,500
		GRAND TOTAL	64,800

b. Curb Mile

Curb Mile shall be defined as the distance the machine sweeper travels with an effective sweeping width of eight (8) feet from the curb face along an improved street. In all cases, any reduction in sweeping width from the defined eight (8) feet will result in a corresponding percentage deduction in the price paid per curb mile; i.e., if the effective sweeping width is four (4) feet, payment will be 50 percent (50%) of cost per curb mile.

c. Refuse

All deposits of dirt, rock, glass, cans, leaves, sticks, papers, or any like materials so designated by the CITY within the areas to be swept within the terms of this contract and of a size which can be practically removed by mechanical sweeping or hand-sweeping operations shall be removed.

d. Hand-Sweeping/Vacuuming

VENDOR shall remove all visible debris along curbs and medians. Approximately 20 streets have square cul-de-sacs, which require hand sweeping or vacuuming of the corners. Compensation for hand-sweeping/vacuuming shall be considered as included in the scope of work for basic sweeping service, and no separate payment will be made therefore. If callback is required, the CITY shall deduct as per callback rate in EXHIBIT B, PARAGRAPH 2.07, CALLBACKS.

e. Scheduled Machine Street Sweeping

Regular machine sweeping of streets listed in Exhibit C, Street Name List and Schedule, and shown in Exhibit D, Street Sweeping Map, shall be accomplished in accordance with these specifications, including additions or deletions as allowed in EXHIBIT B PARAGRAPH 2.05, ADDITION/DELETIONS. Sweeper shall not limit the number of times that the sweeper debris hopper is emptied for any given route in order to meet quality standards identified in PARAGRAPH 1.07.

Included in the standard sweeping is Shell Boulevard between Bounty and East Hillsdale Boulevard and East Hillsdale Boulevard between Edgewater and Foster City Boulevard at the conclusion of two (2) City celebrations:

1. City Fest Festival on the first weekend in June; and
2. Independence Day activities on or about July 4.

f. Area between Travel Lanes

The VENDOR will sweep areas between turn lanes and through lanes, and between median islands monthly (Item I in EXHIBIT B, VENDOR'S FEE SCHEDULE), and on an as needed basis determined by the CITY. Compensation for additional sweeping will be considered as hourly work and separate payment will be made per hourly rate in the cost schedule (Item IV in VENDOR'S FEE SCHEDULE). The additional time shall be documented in the weekly statement and the weekly sweeping log.

g. Bridges/Overpasses

VENDOR shall sweep on a weekly basis all travel lanes, shoulders, medians, and curb returns located on the following bridges:

1. Rainbow Bridge (On E. Hillsdale Blvd. over the Foster City Lagoon)
2. Foster City Boulevard Bridge (Over the Foster City Lagoon)
3. Foster City Boulevard Bridge (Over Interstate 92)
4. Vintage Park Bridge (Over Interstate 92)
5. Bicentennial Bridge (On Beach Park Blvd over the Foster City Lagoon)
6. Shell Blvd. Bridge (Over the Foster City Lagoon)
7. Twin Bridge (On E. Hillsdale Blvd. over the San Mateo Lagoon)
8. Mariner's Island Blvd. Bridge (Over Interstate 92)

1.05 SCHEDULE FOR WORK

VENDOR shall sweep streets designated in Exhibit C, Street Name List and Schedule, and shown on Exhibit D, Street Sweeping Map, in accordance with the following schedule:

Type of Street	Estimated Curb Miles	Frequency	Work Hours
Residential Street, No Median	60.8	Bi-weekly	Day
Residential Boulevard, No Median	2.3	Bi-weekly	Day
Residential Boulevard, No Median	2.1	Weekly	Day
Residential Boulevard, with Median	9.8	Weekly	Day
Residential Boulevard Median	9.8	Weekly	Day
Commercial Street, with Median	11.2	Weekly	Night
Commercial Street, No Median	4.6	Weekly	Night
Commercial Street Medians	10.4	Weekly	Night
City/District Parking Lots	Refer to 1.04a	Weekly	Night
City/District Bridges	Refer to 1.04g	Weekly	Night
Area Between Travel Lanes	Refer to 1.04f	Monthly	Day

1.06 SWEEPING LOG REQUIRED

VENDOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by VENDOR hereunder. Said records shall be available to CITY for review and copying during regular business hours at VENDOR’S place of business or as otherwise agreed upon by the parties. Records of miles swept and debris amounts collected per month shall be submitted with a monthly invoice to the CITY by the fifth day of the following month.

The VENDOR shall submit a Sweeping Log weekly by the Wednesday of the following week. The log shall include daily starting and ending odometer readings, cubic yards of material collected, and type of sweeper used. A separate log shall also be used for any additional work items performed (as described in Exhibit B Section 2.04A: Scheduled Extra Work or Section 2.04B: Emergency Extra Work). A weekly statement template form will be provided by the CITY and may be modified at any time at the discretion of the CITY to comply with the CITY’s Storm Water Discharge Permit.

1.07 QUALITY OF WORK

The standards of performance, which the VENDOR is obligated to perform hereunder, are those standards which are considered to be good street sweeping practices and which are subject to approval by the CITY. The CITY at its discretion may conduct periodic audits to ensure the quality of work is in compliance with the CITY’s street sweeping expectations.

1.08 HOURS OF SWEEPING

All scheduled machine street sweeping shall be performed only during the hours of 8:00 AM to 5:00 PM for day routes and during the hours of 10:00 PM to 7:00 AM for night routes. Sweeping shall not be performed on weekends or on CITY holidays unless authorized by the CITY.

1.09 EQUIPMENT

Contract work shall only be performed with equipment suitable to produce the quality of work identified in PARAGRAPH 1.07. All equipment shall be subject to the CITY's approval prior to use. All sweeping equipment shall have appropriate safety markings consisting of highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with the State Vehicle Code and approved by the CITY.

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

The VENDOR shall properly maintain a minimum of or have two (2) working machine sweepers, both in good condition and appearance, for use under this contract at all times.

- A. Sweepers shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract or replaced with a sweeper which does meet the limits.
- B. The maximum noise level allowed is 85 dBA.

1.10 DISPOSAL OF SWEEPING REFUSE

The VENDOR may dump all debris swept from the CITY streets at the City/District Corporation Yard located at 100 Lincoln Centre Dr. in Foster City. The debris boxes will be emptied by the CITY.

1.11 WATER

The VENDOR shall utilize adequate amounts of water to perform street sweeping services. No dry sweeping shall be allowed unless authorized by the CITY. The VENDOR shall provide equipment with adequate air gap to prevent cross contamination of the CITY's water system

1.12 STORAGE OF EQUIPMENT

The VENDOR must provide his own storage for equipment such as sweepers, brooms, tires, gas, oil and other required parts and materials. The CITY will not provide storage for any VENDOR equipment.

1.12 SPEED OF VEHICLES

The VENDOR shall operate the sweepers between four and five miles per hour when sweeping, unless it can be proven, to the satisfaction of the CITY, the sweeper can operate at a higher speed and still operate effectively.

1.13 CITY RIGHTS

The CITY will:

- a. Increase or decrease the amount of work to be performed with no change in the unit price.
- b. Have emergency service performed by CITY forces or by a separate VENDOR as needed.
- c. Use video equipment to create public service spots for community awareness.
- d. Change hours of sweeping as necessary provided 48 hours advance notice is given.

1.14 EQUIPMENT IDENTIFICATION

The VENDOR shall display on the side of the equipment being used within the CITY, a CITY logo. The logo will consist of the CITY's existing emblem with the words, "contracted by" added to it. The CITY will furnish these signs. The signs are the property of the CITY and shall be returned to the CITY upon request.

1.15 STREET SWEEPING SCHEDULE

The schedule for specific streets is provided in EXHIBIT C, STREET NAME LIST AND SCHEDULE. The schedule for street sweeping may not be changed without the written approval of the CITY.

1.16 MEETINGS & NOTIFICATION

The VENDOR shall attend street sweeping progress meetings with a CITY representative on a monthly basis if needed at the CITY's Corporation Yard. No additional compensation will be allowed for the VENDOR for meeting times.

The VENDOR shall notify the Street Superintendent whenever the street sweeper enters the CITY to perform sweeping work.

EXHIBIT B

**VENDOR'S FEE SCHEDULE AND COMPENSATION
STREET SWEEPING MAINTENANCE
(JANUARY 1, 2019 – DECEMBER 31, 2020)**

PROPOSAL ITEM No.	DESCRIPTION	ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL AMOUNT
I.	Monthly Street Sweeping				
	Monthly Rate for basic sweeping services based on the schedule described in Exhibit A 1.05, and Exhibits C & D.	12	\$/Month	\$ _____	\$ _____
	TOTAL PROPOSAL (ITEM I) PER YEAR			\$ _____	
II.	Additions/Deletions – Curb Mile				
	Rate per curb mile for additions or deletions to the basic sweeping services described in PARAGRAPH 2.05.	1	\$/Mile	\$ _____	
III.	Additions/Deletions – Square Yards – Parking Lots				
	Rate per square yard for additions or deletions to the basic street sweeping services.	1	\$/Sq. Yard	\$ _____	
IV.	Scheduled Extra Work				
	Hourly rate for scheduled extra work (includes operator and sweeper) described in Paragraph 2.04A.	1	\$/Hr.	\$ _____	
V.	Emergency Extra Work				
a.	Hourly rate for emergency extra work during normal operating hours 8 a.m. – 5 p.m. (includes operator and sweeper).	1	\$/Hr.	\$ _____	
b.	Hourly rate for emergency extra work after hours including nights and weekends (includes operator and sweeper), described in Paragraph 2.04B	1	\$/Hr.	\$ _____	

2.00 SUMMARY

CITY shall compensate VENDOR for all services performed by VENDOR hereunder in an amount based upon the FEE SCHEDULE in EXHIBIT B of this Agreement during the time of the performance of said services.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the annual sum of (\$ _____) during the initial term of this Agreement (i.e., January 1, 2019 – December 31, 2020) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses in writing by the CITY.

2.01 PAYMENT

The VENDOR shall provide all work necessary to conduct street sweeping maintenance as defined in this agreement. Compensation for this work shall be made monthly based on 1/12th of Total Annual Amount of Cost Proposal Item I, Monthly Street Sweeping, as listed in VENDOR'S FEE SCHEDULE.

2.02 PROGRESS PAYMENTS

Invoices for all services provided in the previous month should be submitted by the fifth of the month along with a monthly report which includes the records of miles swept and debris amounts collected. If, in the opinion of the CITY, all services have been provided in a timely and competent manner, full payment for Item I, of the VENDOR'S FEE SCHEDULE shall be made the day after the first City Council meeting in the following month.

2.03 ESCALATION FACTOR

At the end of the initial contract period (December 31, 2020), and each anniversary thereafter for the duration of the contract, the rates on the VENDOR'S FEE SCHEDULE in EXHIBIT B may, upon VENDOR or CITY request, be increased or decreased in direct proportion to the increase or decrease in the Consumer Price Index (CPI). The most recent CPI for October – October San Francisco/Oakland area for all urban wage earners shall be used. The VENDOR shall submit to the CITY a revised unit price schedule and supporting CPI information for any requested changes.

2.04 EXTRA WORK

Compensation and reimbursement of costs and expenses for "Scheduled Extra Work" or "Emergency Extra Work" shall be payable upon monthly billing therefore by VENDOR to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

A. Scheduled Extra Work

For Scheduled Extra Work Items, the VENDOR will be given 2 working days advance notice of the need. Compensation shall be based on Item IV VENDOR'S FEE SCHEDULE.

Scheduled Extra Work Items may include but are not limited to correcting damages due to accidents, vandalism, acts of God, spillage, sandblasting, paving preparation, and undesignated special events, which may require sweeping services during the year, in a non-emergency timeframe. This also includes areas between turn lanes and through lanes, and between median islands on an as needed basis. A separate itemized invoice, indicating the actual hours spent on-site, shall be prepared for the Scheduled Extra Work. No additional compensation shall be given for travel time to the Scheduled Extra Work site.

B. Emergency Extra Work

All other unscheduled extra work shall be considered Emergency Extra Work. Emergency Extra Work requires response within 2 hours or less. Emergency Extra Work done during normal business hours (8 AM – 5 PM) shall be compensated based on Item V.a in VENDOR'S FEE SCHEDULE. Emergency Extra Work done during non-normal business hours (5 PM – 8 AM), weekends and holidays shall be compensated based on Item V.b in VENDOR'S FEE SCHEDULE.

Emergency Extra Work Items may include but are not limited to correcting damages due to accidents, vandalism, acts of God, spillage, sandblasting, paving preparation, and undesignated special events, which may require sweeping services during the year, in an emergency timeframe. A separate itemized invoice, indicating the actual hours spent on-site, shall be prepared for the Emergency Extra Work. No additional compensation shall be given for travel time to the Emergency Extra Work site.

2.05 ADDITIONS/DELETIONS

The CITY reserves the right to add or delete curb miles and to increase or reduce the sweeping frequency called for in this Agreement. The cost per curb mile for additions or deletions (Item II, VENDOR'S FEE SCHEDULE) will dictate the maximum increase that will be allowed for additional miles and/or for additional frequency. That amount will also dictate the minimum reduction in monthly cost for deletion of curb miles and/or decrease in sweeping frequency.

2.06 PAYMENT PENALTIES

Attention is directed to the following contract provisions relating to payment penalties.

It is mutually agreed that timely and complete performance of all aspects of this contract is of extreme importance to both parties. By entering a contract for performance of all work called for in these specifications, the VENDOR agrees to the following penalties as being appropriate and acceptable, and further agrees

that such penalties will be deducted from funds otherwise due and payable to the VENDOR.

1.	Failure to file the weekly statement/Sweeping Log as required in Exhibit A, Paragraph 1.06	Assess \$50/Day for each day late
2.	Failure to sweep required eight feet width from curb face as specified in Exhibit A, Paragraph 1.04b	Corresponding in payment reduction per Exhibit A, Paragraph 1.04b
3.	Callbacks as specified in Paragraph 2.07	Assess \$100 per each callback

2.07 CALLBACKS

Whenever, in the opinion of the CITY, a section of street is inadequately swept, the VENDOR shall, within 24 hours after notification, re-sweep the section in question and may, at the discretion of the CITY, forfeit as a penalty, one hundred dollars (\$100) for each time a street is inadequately swept. No additional payment will be made for callbacks as a result of inadequate sweeping.

2.08 ALL OTHER WORK

All other work included in this Agreement, unless identified as "Scheduled Extra Work" or "Emergency Extra Work", shall be deemed ancillary to the work covered by proposal Item I listed in VENDOR'S FEE SCHEDULE, and no additional compensation shall be granted.

2.09 ADDITIONAL SERVICES

In the event CITY desires the performance of additional services not otherwise included within the services described in this Agreement, such services shall be authorized in advance of the performance thereof by CITY in writing. Such amendment to this Agreement shall include a description of the services to be performed there under, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

EXHIBIT C

STREET NAME LIST AND SCHEDULE

	Street List		
	(EVERY OTHER TUESDAY)		
	Duck	Mallard	Staysail
Avocet	Decatur	Marlin	Sloop
Balclutha	Egret	Matsonia	Spinnaker
Bainbridge	Eliza	Menhaden	Stilt
Barkentine	Flying Cloud	Mullet	Sunfish
Beach Park Blvd. (Gull to Foster City Blvd.)	Flying Fish	Niantic	Surfbird
Bluefish	Flying Mist	Pelican	Surfperch
Bounty	Foresail	Pilgrim	Swan
Blythe	Goldhunter	Plover	Swordfish
Bowfin	Grebe	Polynesia	Tarpon
Bramble	Grunion	Pompano	Teal
Burrows	Gull	Puffin	Topsail
Catamaran	Haddock	Ranger Cir.	Trimaran
Challenge	Halibut	Ribbon	Trysail
Chrysopolis	Halsey	Sailfish	Turnstone
Cod	Harvester	Sanderling	Widgeon
Comet	Ketch	Sandpiper	Windjammer
Constitution	Killdeer	Schooner	Yawl
Crane	Loon	Sea Horse	
Curlew	Lurline	Shearwater Isle	
Cutter	Mainsail	Shooting Star	
Dolphin			
	Street List		
	(EVERY OTHER THURSDAY)		
Altair	Coos	Leo	Pollux
Arcturus	Crystal	Lido	Port Royal
Argus	Cumberland	Melbourne	Regulus
Avalon	Dewey	Mira	Sandy Hook
Baffin	Drake	Monterey	Saturn
Balboa	Farragut	Morrow	Sea Cloud
Beach Park To Edgewater	Gateshead	Nantucket	Tampa
Biscayne	Galveston	Newport	Taurus
Bodega	Hatteras	Oyster	Vega
Boothbay	Hudson Bay	Pensacola	Venus
Botany	Jamaica	Pitcairn	Winchester
Bristol	Jupiter	Pleasant	
Castor	Laguna	Polaris	
Chesapeake			

EXHIBIT D
STREET SWEEPING MAP

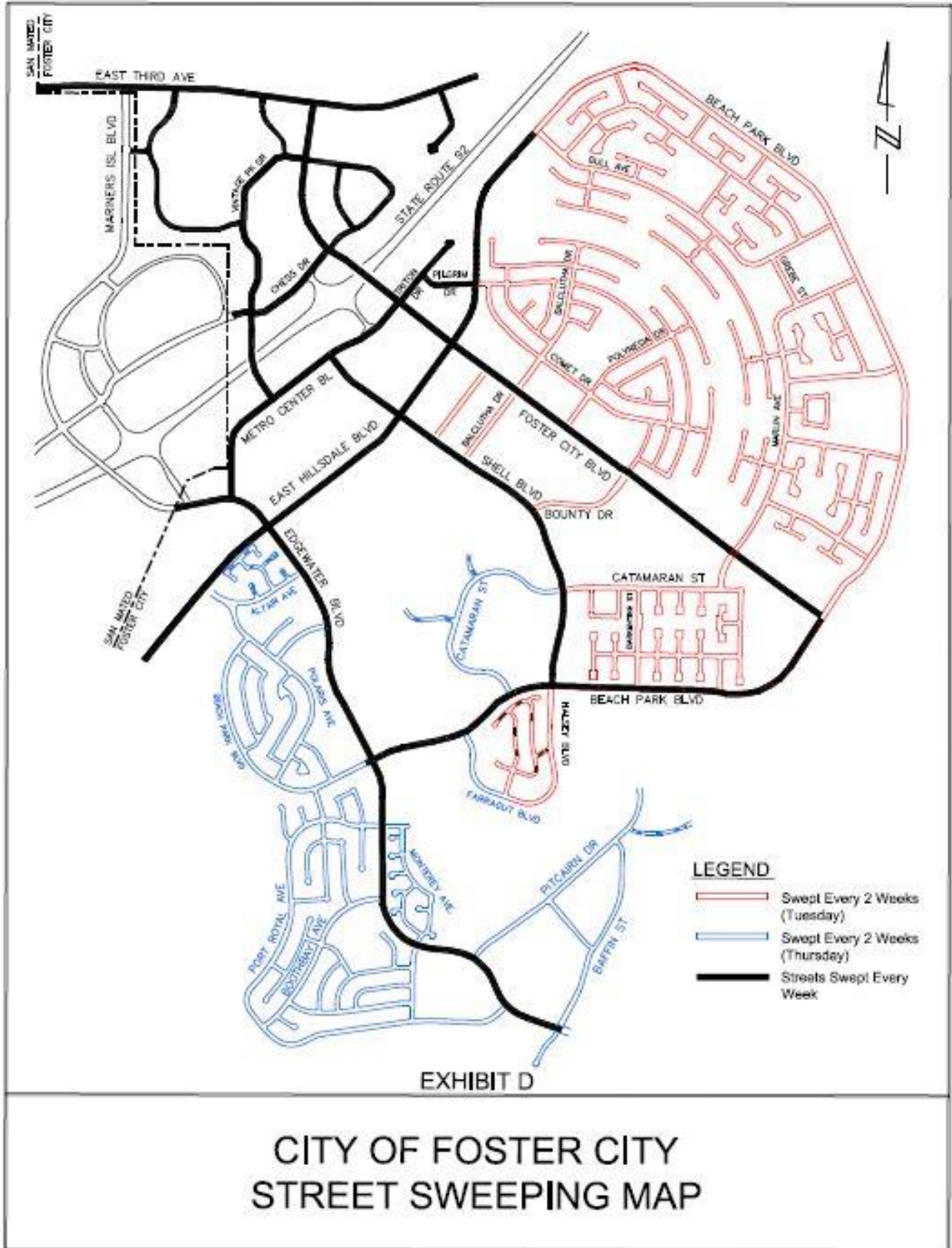


EXHIBIT E
INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:
 Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: City of Foster City/Estero Municipal Improvement District (CITY)
 610 Foster City Boulevard, Foster City, CA 94404
 Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____