

**AMENDMENT NO. 1 TO CONTRACT NO. C20177684  
BETWEEN THE CITY OF PALO ALTO AND  
SCA of CA, LLC**

This Amendment No. 1 ("Amendment") to Contract No. C20177684 (the "Contract" as defined below), by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **SCA of CA, LLC**, a Delaware limited liability company, located at 4141 Rockside Road, Suite 100, Seven Hills, OH 44131, Telephone Number (216) 777-2750 ("CONTRACTOR"), is entered into on the date of full execution by the parties hereto (the "Signing Date"), to be effective as of January 1, 2022 (the "Effective Date").

**RECITALS**

A. The Contract (as defined below) was entered into between the parties for the provision of street sweeping, collecting, and transporting the sweeping debris and material to the Sunnyvale Materials Recovery and Transfer Station (SMaRT), as detailed therein.

B. The CITY and Contract Street Sweeping entered into the Contract (defined below). Pursuant to the Assignment and Assumption Agreement (detailed below) executed between Contract Street Sweeping, SCA of CA, LLC, and CITY, wherein SCA of CA, LLC was assigned and assumed the obligations of the Contractor under the Contract and SCA of CA, LLC thereby became the Contractor under the Contract.

C. CITY and CONTRACTOR now wish to amend the Contract to (1) Remove Task 2, Debris Management, from the Scope of Services for contract years 3 through 5 (as detailed in revised Exhibit A attached to this Amendment; and (2) increase the total not-to-exceed compensation by One Million Eighty Thousand Six Hundred Seventy-Four Dollars (\$1,080,674), from Five Million Six Hundred Eight Thousand Two Hundred Thirty-Two Dollars (\$5,608,232) to a new total not-to-exceed compensation amount of Six Million Six Hundred Eighty-Eight Thousand Nine Hundred Six Dollars (\$6,688,906), as detailed in this Amendment and include provisions for prevailing wages, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

**SECTION 1.** Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C20177684, dated April 20<sup>th</sup>, 2020, as assigned to SCA of CA, LLC pursuant to the Assignment and Assumption Agreement to Contract No. C20177684 between Contract Street Sweeping, SCA of CA, LLC, and CITY, wherein SCA of CA, LLC was assigned and assumed the obligations of the Contractor under the Contract and SCA of CA, LLC thereby became the Contractor under the Contract.

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 5, "COMPENSATION FOR ORIGINAL TERM," of the Contract is hereby amended to read as follows:

"CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- ☒ A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Six Million Six Hundred Eighty-Eight Thousand Nine Hundred Six Dollars (\$6,688,906).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- ☒ Included in the above maximum compensation amount, CITY has set aside the sum of One Hundred Ninety-Two Thousand Twenty-Five Dollars (\$192,025) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement."

SECTION 3. Section 6, "COMPENSATION DURING ADDITIONAL TERMS," of the Contract is hereby deleted and replaced in its entirety by Section 6 "COMPENSATION BY CONTRACT YEAR DURING THE TERM," to read as follows:

**"6. COMPENSATION BY CONTRACT YEAR DURING THE TERM.**

- ☒ For contract year 2, CONTRACTOR's compensation rates shall be adjusted effective on the commencement of contract year 2. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in Section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San

Francisco-Oakland-San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of contract year 2, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring contract year. For contract year 3, the compensation rate shall be based on (1) the curb mile set forth in Exhibit C, Table 1, Detailed Rate Schedule which includes Department of Industrial Relations (DIR) Prevailing Wage Rates; and (2) the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) up to a maximum of 3 percent. For contract years 4 and 5, CONTRACTOR's compensation rate shall be adjusted in accordance with any change to the applicable prevailing wage rates determined by the California Department of Industrial Relations (DIR) up to a maximum of 5 percent. In contract years 4 and 5, compensation shall also be adjusted for non-labor by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) up to a maximum of 3 percent. Curb Mile rate (CM) is split 39% labor and 61% non-labor and hourly rate is split 50/50. Any changes to this contract will need to be done through an amendment executed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code.

SECTION 4. Section Z, "PREVAILING WAGES," of the Contract is hereby amended to read as follows:

**"Z. PREVAILING WAGES**

☒ **This Agreement is subject to prevailing wages and related requirements as a "public works" under California Labor Code Sections 1720 et seq. and related regulations. Contractor is required to pay general prevailing wages** as defined in California Labor Code Section 1773.1 and Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. Pursuant to Labor Code Section 1773, the CITY has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the State of California Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the CITY's Purchasing Department office. The general prevailing wage rates are also available at the DIR, Division of Labor Statistics and Research, web site (see e.g. <http://www.dir.ca.gov/DLSR/PWD/index.htm>) as amended from time to time. CONTRACTOR shall post a copy of the general prevailing wage rates at all Project job sites and shall pay the adopted prevailing wage rates as a minimum. CONTRACTOR shall comply with all applicable provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Labor Code Section 1720 et seq.), including but not limited to Sections 1725.5, 1771, 1771.1, 1771.4, 1773.2, 1774, 1775, 1776, 1777.5, 1782, 1810, 1813 and 1815, and all applicable implementing regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq. (8 CCR Section 16000 et seq.), as amended from time to time. CONTRACTOR shall comply with the requirements of Exhibit E, entitled "DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS", for any contract for public works construction, alteration, demolition, repair or maintenance, including but not limited to the obligations to register with, and furnish certified payroll records directly to, DIR."

SECTION 5. The following exhibits to the Contract are each hereby deleted and replaced in the entirety, as indicated below, to read as set forth in the attachments to this Amendment, each of which are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 1," AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1," AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "SCHEDULE OF FEES, AMENDMENT NO. 1," AMENDED, REPLACES PREVIOUS.

SECTION 6. Legal Effect. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

SECTION 7. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

## SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the Signing Date, to be effective as of the Effective Date.

### **CITY OF PALO ALTO**

DocuSigned by:  
*Ed Shikada*  
F2DCA19CCC8D4F9...  
\_\_\_\_\_  
City Manager

### **SCA of CA, LLC**

**Officer 1**  
DocuSigned by:  
By: *Christopher Valerian*  
3394FD55DF084C2...  
Name: Christopher Valerian  
\_\_\_\_\_  
Title: President  
\_\_\_\_\_

### **APPROVED AS TO FORM:**

DocuSigned by:  
*Cassie Coleman*  
35B4C582F4964EA...  
\_\_\_\_\_  
City Attorney or Designee

**Officer 2**  
DocuSigned by:  
By: *Manvendra Saxena*  
AFF7EC790E96491...  
Name: Manvendra Saxena  
\_\_\_\_\_  
Title: Senior General Manager  
\_\_\_\_\_

### **Attachments:**

Exhibit "A": "SCOPE OF SERVICES, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)  
Exhibit "B": "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)  
Exhibit "C": "SCHEDULE OF FEES, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)

**EXHIBIT A**  
**SCOPE OF SERVICES, AMENDMENT NO. 1**  
**(AMENDED, REPLACES PREVIOUS)**

The CONTRACTOR will provide the Services as detailed in this Exhibit A, Scope of Services, and elsewhere in this Agreement. The CONTRACTOR's Proposal, submitted in response to the City's Request for Proposals (RFP) No. 177684 for Street Sweeping Services, is hereby attached and incorporated into this Agreement as though fully set forth herein. In the event of a conflict between this Agreement and the Proposal, this Agreement shall control.

**DEFINITIONS AND TERMS**

Curb Mile - Curb mile shall be defined as the distance the sweeping machine travels with an effective sweeping width of eight (8) feet from the curb face along an improved or unimproved street.

Leaf Season - The four months of the year when leaf fall is the heaviest. This period typically runs from October 15<sup>th</sup> until February 15<sup>th</sup>. This timeframe is subject to change, and will be communicated to CONTRACTOR by the Director of Public Works or his/her designee.

Non-Leaf Season - The eight months of the year where leaf fall is not expected to be heavy. This period typically runs from February 16<sup>th</sup> through October 14<sup>th</sup>. This timeframe is subject to change, and will be communicated to CONTRACTOR by the Director of Public Works or his/her designee.

Street Debris - All loose, inert, dry waste material including refuse, dirt, rocks, sticks (including small tree branches), cardboard, sand, glass, metal fragments, cans, bottles, leaves and typical street litter. Street debris does not include waste materials in the catch basins of storm drains.

Sweeping Path - Specified paved surface distance from curb face or pavement edge in which Scheduled Service is to be performed.

Scheduled Service - Sweeping frequency as defined in this Agreement which must be performed on the schedule set forth herein unless mutually agreed upon in advance by the CITY and CONTRACTOR.

Unscheduled Service - That service which can be requested by the CITY to be performed outside the bounds of the scheduled service which can be requested a minimum of twenty-four (24) hours in advance

Emergency Service - That service which can be requested by the CITY to be performed outside the bounds of the scheduled service within two (2) hours of being notified to provide such service.

## SERVICES OVERVIEW

The CONTRACTOR will provide street sweep services for the CITY's residential and light commercial streets at the frequencies specified below. On January 10, 2022, the CONTRACTOR will no longer be responsible for the transportation of sweeping debris and material to a processing facility. Transportation of sweeping debris will be moved to Zanker Recycling (Zanker) (675 Los Esteros Road, San Jose, CA 95134) for processing by GreenWaste Recovery (GWR).

CONTRACTOR shall also provide Additional Services as requested by the CITY that include: 1) Emergency responses (emergency services/emergency mobilization); 2) unscheduled services; and 3) additional debris management and transportation services. Sweeping of parking lots, garages, and bike path is not included in this Agreement, this work is currently being completed by a separate contract and by in-house staff and equipment. A map detailing the sweeping operations in the CITY is located online and available here: <https://www.cityofpal Alto.org/streetsweeping>. Further details on the Services to be provided are detailed below in Tasks 1-4.

### CONTRACTOR STAFFING QUALIFICATIONS

All employees of CONTRACTOR shall be properly licensed to operate assigned equipment used for sweeping the City, as determined by local, state, and federal regulations.

### TASKS

The CONTRACTOR's provision of the Services under this Agreement shall include all of the supervision, vehicles, fuel, labor, materials, tools, equipment, daily/monthly reports and all other items necessary to complete said work in accordance with this Agreement.

### Task 1 – STREET SWEEPING SERVICES

#### Types of Sweeping Services:

Scheduled Service - CONTRACTOR shall furnish scheduled sweeping service for all streets designated by CITY at the time of the execution of this Agreement. All designated streets require sweeping along the curb and gutter, including the flowline, and some streets also require sweeping along the median curb or centerline. Sweeping shall be up to the edge of pavement on unimproved streets, as designated by the CITY's Project Manager. After execution of this Agreement, CITY at its sole discretion, may add or delete streets or portions of streets at the agreed rate provided herein.

Frequency of Service - Residential and Light Commercial areas as shown on the attached map shall be swept once a week during the leaf season, as defined by CITY, and bi-weekly during the rest of the year. University Avenue and California Avenue Routes (BA) shall be swept three times a week (Monday, Wednesday, and Friday) year round. In the event one of these three days falls

on a holiday, frequency shall be twice a week, as determined by CITY. Center medians and centerlines that exist in any given route shall be swept in conjunction with regular sweeping.

The Breakdown of Routes is as follows:

**Monday** – BA, B9, B5B, B5A, B1, B3  
**Tuesday** – D1, D2 RES, D2 IND, A6, A3, B2  
**Wednesday** – BA, D3, A1, A2, A5  
**Thursday** – A5 IND, B8 IND, B8 RES, A7, B7, B6  
**Friday** – BA, A4, B4

CITY may reorganize the daily breakdown of routes at its sole discretion. In the event of any changes being made to the routine sweeping service, a two (2) week notice will be provided to CONTRACTOR.

Curb Mileage - The following table illustrates the current sweeping inventory and frequency:

Category	Curb Miles	Frequency	Average Miles/Month	Average Miles/Year
Residential / Leaf Season	345.11	Weekly	1,495.50	5,982
Residential / Non-Leaf Season	345.11	Bi-Weekly	747.75	5,982
Light Commercial / Leaf Season	47.69	Weekly	206.66	826.64
Light Commercial / Non-Leaf Season	47.69	Bi-Weekly	103.33	826.64
Downtown University Ave & California Ave	23.92	3 times / Week	310.96	3,731.52
El Camino Real*	18.68	Weekly	80.95	971.36
Total				18,320.16

\*Prior to the issuance of a Notice To Proceed (NTP), CONTRACTOR shall obtain an encroachment permit for sweeping on El Camino Real. This permit is available from CalTrans, and all costs associated with the encroachment permit will be assumed by CONTRACTOR. The cost of the encroachment permit is approximately \$164 renewable on an annual basis. Permits can be obtained by calling CalTrans at (510) 286-4401.

Actual total will be reduced by holidays, weather, and any other reasons CONTRACTOR does not provide scheduled service.



Days and Hours of Operation - Scheduled service shall be Monday through Friday only. Sweeping of residential areas shall not start before 7:00 a.m. or continue after 4:30 p.m. on the same day, unless otherwise directed by the Project Manager. Light commercial areas shall be swept between 3:30 a.m. and 12:00 noon on the same day. Sweeping shall be scheduled to maximize the area of street being swept by minimizing interference by parked vehicles. Sweeping shall be scheduled and done in such a way as to minimize noise complaints in residential areas. Downtown University and California Avenue (Route BA) sweeping shall be three times a week on Monday, Wednesday, and Friday between 10:00 p.m. and 7:00 a.m. Posted No Parking sweeping area, currently labeled "C" on sweeping map, shall be swept one side of street each Tuesday, year round, at time specified and according to existing program. Additional Posted No Parking sweeping areas may be added to the map in the future, the CONTRACTOR will receive a minimum of two week notice prior to any changes taking place, at that time, the CONTRACTOR shall make appropriate adjustments to accommodate the new route requirements, at no additional cost to the CITY. The Public Works Director, or his designee, may require revisions in the hours and/or manner of operation as necessary to maximize sweeping coverage, to minimize noise complaints, or to coincide with CITY staff working hours.

CONTRACTOR shall provide an adequate number of sweepers to perform work on a daily basis to sufficiently remove the amount of debris that may be on the roads for both "leaf season" and non-leaf season. CITY recommends a minimum of four (4) sweepers on a daily basis during leaf season, which typically runs from October 15th through February 15th. CITY recommends a minimum of two (2) sweepers on a daily basis during non-leaf season, which typically occurs from February 16<sup>th</sup> to October 14<sup>th</sup>. The number of sweepers listed in the proposal by the CONTRACTOR on a daily basis (four (4) sweepers during leaf season and two (2) sweepers during non-leaf season) may be reduced with prior written approval from the CITY's Project Manager, which typically requires proof that the same or better level of service can be achieved with less equipment. On the contrary, CITY may require CONTRACTOR to provide additional sweepers, at no additional cost to CITY, if CITY determines at any time that the number of sweepers mobilized by the CONTRACTOR are inadequate to complete the work in a timely manner.

Street sweeping is a very important service provided by the CITY and residents have high expectations. CONTRACTOR shall minimize or eliminate disruptions to this important service, by providing 24/7 management support to CITY and with the availability of multiple spare sweepers, to help mitigate the occasional missed street sweeping due to a variety of reasons, including operator errors or equipment malfunctions.

University Avenue Sweeping – Sweeping of University Ave. (Route BA) – CONTRACTOR shall coordinate with a Palo Alto employee who will assist with the sweeping. The employee will use a backpack leaf blower to push debris directly into the path of the sweeper. Sweeping of this area typically occurs three (3) times a week, and shall commence at approximately 3:45 A.M. Contact information for the Palo Alto employee(s) responsible for these duties will be furnished to CONTRACTOR for coordination purposes.

Additions and Deletions - CITY reserves the right to add or delete curb miles and to increase or reduce the sweeping frequency called for in these specifications. The bid price per curb mile for Task 1 under Schedule of Fees will be used to calculate the amount paid to CONTRACTOR for additions or deletions of curb miles.

Holidays - There will be no sweeping on the following observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas. When routes are not swept due to a holiday, CONTRACTOR shall make-up the missed routes on either the previous business day or the following business day by sweeping the routes missed due to the holiday, along with the regularly scheduled routes.

Vehicles - It is understood that if vehicles are parked on the streets when services are being performed by CONTRACTOR, then CONTRACTOR's operations will be impeded and CONTRACTOR will be required to bypass said parked vehicles. In such events, the rates charged by CONTRACTOR shall not be reduced.

Trees - If trees along the sweeping route impede CONTRACTOR's ability to effectively sweep curbed area, CONTRACTOR shall note the location of tree on the "Daily Report of Street Sweeper" form. This information shall be reported to the CITY by CONTRACTOR within 24 hours. If a downed tree or limb from a tree is observed in the street, CONTRACTOR shall immediately notify the Palo Alto Tree Section at (650) 496-5953.

Level of Cleanliness - Level of cleanliness shall be defined as the absence of "street debris" in the streets and gutters upon the completion of the sweeping operation.

Payment - Payment will be for one pass only, and no separate payment will be made for additional passes needed to remove street debris. However, if CONTRACTOR does not pick up the debris in one pass, then CONTRACTOR shall make two or more passes as necessary to remove the street debris.

Weather - In the event of heavy rain or other severe weather conditions, the scheduled sweeping service may be suspended. The decision to sweep will be made by the CITY after consultation with the CONTRACTOR. CONTRACTOR shall contact the CITY's Project Manager to determine if sweeping has been suspended.

Water - CONTRACTOR shall furnish all water necessary for street sweeping. Water may be obtained from any CITY reclaimed water fire hydrant. CONTRACTOR shall obtain a fire hydrant meter permit (renewable every three months). A deposit fee is required for the fire hydrant meter. Contact the CITY's Utilities Department Business Office, Customer Service Department, at (650) 329-2161 for instructions. CONTRACTOR shall be responsible for paying all of the water bills used for street sweeping operations for the entire term of this Agreement. CONTRACTOR shall not use residential or business water services for any purpose.

Dust Control - The proper volume and pressure of water will be supplied by the sweeper and shall be in good working condition at all times to adequately control dust during the sweeping operation, and shall meet all regulatory requirements for dust control

Traffic Counters - CONTRACTOR is cautioned that at various times and locations, CITY may install temporary portable traffic counters which utilize a hose placed in the roadway. When an area with a counter is swept, care should be taken to avoid the counter hose. Any damage made by CONTRACTOR's vehicles to traffic counters shall be immediately reported to the CITY's Project Manager.

Speed - CONTRACTOR shall operate the sweepers between four and six miles per hour when sweeping, unless it can be proven, to the satisfaction of CITY, the sweeper can operate at a higher speed and still operate efficiently.

Call Backs - Whenever, in the opinion of the CITY, a section of street is inadequately swept, CONTRACTOR shall, within 24 hours after notification, re-sweep the section in question and may, at the discretion of the Public Works Director, or his designee, forfeit as a penalty Fifty Dollars (\$50.00) for each time a street is inadequately swept. No additional payment will be made for call-back sweeping.

In addition to inspection work performed by CITY, the CONTRACTOR shall provide evidence of the work performed, when required by CITY. Proof may include, but not limited to, date/time stamped GPS routes, daily logs, etc. CONTRACTOR shall provide CITY login information to log into the CONTRACTOR's GPS equipment tracking system as proposed in the proposal.

## EQUIPMENT

Equipment - The equipment used to complete the sweeping required by this Agreement is subject to the approval of the CITY, and CONTRACTOR must be in possession of equipment capable of being able to remove a variety of material that can be found on streets (e.g. leaves, glass, gravel, dirt, mud, etc.).

Placarding - All sweepers operating in Palo Alto shall have magnetic placards attached to both the driver and passenger doors of the sweeper identifying the vehicle as being a CONTRACTOR for the CITY of Palo Alto. CITY will provide one (1) set of placard for each sweeper designated as being a primary sweeper. Two spare sets of placards will be provided to CONTRACTOR for use on spare sweepers in the event of a breakdown. These signs will be furnished by the CITY, and shall be returned upon request. A penalty of Fifty Dollars (\$50.00) shall be imposed for each lost or misplaced placard.

Proof of Ownership - CONTRACTOR must have proof of ownership or a signed lease for the term of this Agreement for each sweeping machine used in the performance of this Agreement.

Registration - Sweeping machines must be properly registered and insured in accordance with California State Motor Vehicle Laws.

Safety Regulations - Sweeping machines must conform to all federal, state and local safety regulations and be properly licensed through the State of California.

Condition of Equipment - All sweeping machines must not be over five (5) years old for the duration of the contract.

Machines must be in good working condition capable of removing dirt, rocks, glass, mud, cans, sticks, leaves, litter and other debris for the duration of the contract. The outside body must be free from dents and large scratches, and paint must be well maintained.

Machines must be equipped with dual gutter brooms not shorter than six (6) inches, which shall be operating during all sweeping operations, and a main broom not shorter than seven (7) inches capable of sweeping at minimum an eight (8)-foot path, or vacuum sweep if approved by the Public Works Director, or his designee.

Machines must be equipped with a hopper of minimum six yards or larger in capacity. Machines must be equipped with all necessary advance warning safety devices needed to protect the public. This may include, but not limited to, light directional arrow boards, rotating beacons, strobe lights, reflective tape and backup alarms.

Machines shall at a minimum meet City of Palo Alto noise ordinance of less than 90dBA from twenty-five (25) feet of machine as specified in the Palo Alto Municipal Code Section 9.10 Noise Ordinance. However, the CITY still frequently receive noise complaints for nighttime sweeping within business districts, the CONTRACTOR shall provide a procedure or method to alleviate these noise concerns, if possible, while still able to perform the work efficiently. Machines shall be tested and approved prior to start of work and at anytime thereafter by the Project Manager for compliance. CONTRACTOR shall promptly replace any equipment found to be noncompliant.

In addition to noise complaints, sustainability and minimizing carbon footprint is very important to the City of Palo Alto, CONTRACTOR shall provide a feasible method, procedure, and/or equipment that may contribute to this important goal if they become available. Equipment such as modernized computer routing system, electric sweepers, hybrid sweepers, or other technologies that may exist.

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

Maintenance of Equipment - All required maintenance, parts and fuel are part of this Agreement and furnished by CONTRACTOR, and all major mechanical problems must be corrected at CONTRACTOR's yard. A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this Agreement. All CONTRACTOR vehicles shall be

outfitted with spill kits, in order to minimize any damage caused by potential spills. At a minimum, these kits will include absorbent material, and towels for cleaning up spills on City streets.

Breakdown of Equipment - At all times CONTRACTOR shall properly maintain a fleet of sweeping machines, both as to condition and appearance, for the use on the work performed under this Agreement. CONTRACTOR shall have multiple spare sweepers on hand in the event of a breakdown by the primary sweeper. In case of breakdown by the main sweeper, backup service is required to complete the daily schedule. If any route has not been completed due to a breakdown of equipment by the end of the next business day, CONTRACTOR shall forfeit as a penalty Five Hundred Dollars (\$500).

Storage of Equipment - CONTRACTOR shall provide his own storage for equipment such as sweeping machines, brooms, tires, gas, oil and other required parts and materials. CITY will not provide storage for any CONTRACTOR equipment.

### COMMUNICATIONS AND REPORTS

Office - CONTRACTOR shall maintain an office or such other facility through which he/she can be contacted and from which he/she can maintain radio or pager contact with sweeping vehicles. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:30 a.m. to 4:00 p.m., Monday through Friday.

CONTRACTOR shall also provide a 24-hour emergency contact telephone number.

Complaints - Complaints regarding the street sweeping operations, which the CITY considers justifiable and the responsibility of CONTRACTOR, will be referred to CONTRACTOR for immediate attention. Within two (2) days, CONTRACTOR shall submit to the Public Works Director, or his designee, a report of the action taken to address or reconcile each complaint.

Reports - CONTRACTOR shall submit a monthly report to the CITY calculating the volume (cubic yards) collected each month from the residential and commercial routes, the types of sweepers used to complete daily routes (i.e. regenerative air or mechanical broom), a report by day of tonnages deposited at the SMaRT Station, and a report stating the number of curb miles completed each month. Reports to the CITY shall be submitted within 10 days from the beginning of each month for the previous month collected. Forms for reporting will be provided by the City of Palo Alto.

### TASK 2 – DEBRIS MANAGEMENT\*

\*NOTE: Task 2, Debris Management, applies to contract years 1 and 2, and is removed from Scope of Services as of Amendment #1 with regard to contract years 3-5.

Removal of Debris – CONTRACTOR shall remove all street sweeping debris from City streets by 5:00 P.M. each day that sweeping occurs in the City. This could be accomplished through the use of roll-off dumpsters, dumping in the field, or any other method deemed acceptable by the CITY. CONTRACTOR shall haul debris directly to the SMaRT Station during the non-leaf season. During

this time, dumping will not be permitted on the street without prior approval of the CITY's Project Manager. These requests will be evaluated on a case-by-case basis. During the leaf season, CONTRACTOR may dump debris from the sweeping operation directly onto the street, and then transfer the debris to a roll-off container. The roll-off shall then be hauled to the SMaRT Station. During the leaf season, up to twelve (12) locations may be provided to CONTRACTOR by the CITY. The locations provided by the CITY are the only acceptable locations to deposit debris. Should CONTRACTOR deposit debris at a location not provided by the CITY, a penalty of Five Hundred Dollars (\$500.00) shall be assessed. CITY will also assess a Five Hundred Dollar (\$500.00) penalty for each location in which debris is left on CITY streets overnight.

CONTRACTOR shall also provide a sweeping machine to clean up any dump location used within one hour of the debris being removed from the CITY. Should the dump location not be cleaned by the end of the day, liquidated damages of One Hundred Dollars (\$100.00) shall be assessed.

Disposal of Debris – CONTRACTOR shall be responsible for hauling all debris collected to the SMaRT Station, 301 Carl Rd., Sunnyvale, CA. This includes all debris removed from the streets by CONTRACTOR and by CITY Sweepers (during the entire term of the contract). CONTRACTOR shall assume all responsibility for transporting material to the SMaRT Station, and all disposal fees will be assumed by the CITY.

Additional Debris Removal – On a periodic basis, CONTRACTOR shall remove debris from the Palo Alto MSC, 3201 E. Bayshore Rd., which is associated with in-house operations. There may be other locations where debris removal will occur, and CONTRACTOR shall be provided these locations when the need exists for debris removal. The method for this removal shall be through the use of dump trucks or, roll-off containers, and shall be completed within three (3) business days of notification by the CITY. Services provided under this section shall be billed per ton, with all costs for dumping at the SMaRT Station assumed by the CITY.

### TASK 3 – NON-ROUTINE SWEEPING SERVICES

There are various streets throughout the CITY where installed traffic control devices may impede or block access to standard street sweepers, and may require handwork or special equipment for proper cleaning. Listed below are examples of locations where such traffic control devices can be found, and are not inclusive of all possible locations. CONTRACTOR shall provide a feasible plan altogether with the proper equipment to address all locations throughout the CITY. CONTRACTOR has defined in the proposal that approximately three hours are required to clean each location listed below, the actual hours required for the work and to be paid by the CITY for each location will require field verification by the CITY's Project Manager, all future added locations will be paid on the basis of Time and Materials based on bid price for Task 3.

Along Middlefield Rd, mainly near intersections between Embarcadero Rd and Oregon Expwy, there are small sections of bike lanes that are protected and separated from vehicular traffic by white plastic bollards. Some of these protected bike lane sections are too narrow for access by a

street sweeper, and may require handwork such as a leaf blower for proper cleaning. CONTRACTOR shall provide the labor and appropriate equipment to properly clean these locations.

Along Middlefield Rd, near the intersections of Everett Ave and Hawthorne Ave, there are left turn lanes protected by plastics traffic control devices, these devices collect lots of debris and may need handwork to properly clean. CONTRACTOR shall provide the labor and appropriate equipment to properly clean these locations.

Along Charleston/Arastradero Rd are sections of protected bike lanes that are separated from vehicular traffic by concrete islands. These areas may be too narrow for street sweeper to access, the CONTRACTOR shall provide the labor and appropriate equipment to properly clean these locations.

Along Ross Road, mainly between Oregon Expressway and East Meadow Dr, there are traffic circles, concrete islands and bulb-out curbs. CONTRACTOR shall provide the labor and appropriate equipment to properly clean these locations.

CONTRACTOR shall avoid sweeping or cleaning areas near schools while children are present.

#### TASK 4 – ADDITIONAL SERVICES – AS NEEDED T&M (Time & Materials)

Unscheduled Service - CONTRACTOR shall provide, if required by the CITY, unscheduled sweeping of any street or streets or portions of streets. CITY will provide CONTRACTOR a minimum twenty-four (24) hour notice for unscheduled sweeping. CONTRACTOR shall provide up to an additional 500 hours per year of contingency sweeping to deal with problematic areas throughout the CITY. CONTRACTOR shall satisfactorily complete any contingency sweeping within two (2) business days after notification from CITY. These sweeping services shall be billed at an hourly rate. These services will be used only when necessary, so it is possible that all, few or none of the additional hours will be used during a year. CITY will only pay for actual hours swept, and will not pay for any unused contingency hours.

Emergency Service - CONTRACTOR shall also respond to emergency calls for service 24 hours a day, seven days a week, during the term of this Agreement, and provide requested service within two (2) hours of being notified. Emergency calls for service generally include either sweeping and/or hauling, which may include, but not limited to, traffic accident cleanup of debris on the roadways, storm or other disasters debris clean up (natural or manmade), and/or mud/debris on the roadway as a result of water main breaks. For emergency service, CONTRACTOR shall bill CITY on an hourly basis, with an emergency mobilization charge added per occurrence.

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1**  
**(AMENDED, REPLACES PREVIOUS)**

CONTRACTOR shall perform the Services according to the following schedule:

<b>Service</b>	<b>Schedule</b>
Sweeping Residential/Light Commercial Areas	<ul style="list-style-type: none"> <li>• Weekly During Leaf Season</li> <li>• Every Other Week During Non-Leaf Season</li> </ul>
Sweeping El Camino Real	Weekly Year-Round
Sweeping Downtown University Avenue and California Avenue	Three (3) Times a Week Year-Round (weeks with a Holiday that falls on a regularly scheduled sweeping day shall be adjusted to twice a week)
<i>Debris Removal</i>	<i>Task 2 Removed as of Amendment 1 (as detailed in revised Exhibit A attached to this Amendment 1)</i>
Non-routine Street Sweeping	As Needed (not to exceed 500 hours annually)
Unscheduled Service – T&M	As Needed (as detailed in revised Exhibit C attached to this Amendment 1)
Emergency Service	As Needed (as detailed in revised Exhibit C attached to this Amendment 1)



**EXHIBIT C**  
**SCHEDULE OF FEES, AMENDMENT NO. 1**  
**(AMENDED, REPLACES PREVIOUS)**

☒ **ALTERNATIVE 3. Compensation based upon fee schedule**

CITY shall pay CONTRACTOR according to the following rate schedules. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Section 5 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

**DETAILED RATE SCHEDULES****Table 1: Year 1 & 2 (4% CPI) and Year 3 DIR plus 3% CPI, Year 4 & 5 - DIR 5% (39% of Curb Mile) and CPI 3% (61% of Curb Mile) \***

Scope	Labor Categories	Est. Quantity Annually	Unit Rate- Year 1	Extended (Annual)- Year 1	Unit Rate- Year 2	Extended (Annual)- Year 2	Unit Rate- Year 3	Extended (Annual)- Year 3	Unit Rate- Year 4	Extended (Annual)-Year 4	Unit Rate- Year 5	Extended (Annual)-Year 5
<b>Task 1</b>	Routine street sweeping	18,320 curb miles	\$42.32	\$775,302.40	\$44.01	\$806,314.50	\$74.27	\$1,360,626.40	\$77.08	\$1,412,058.08	\$79.99	\$1,465,433.87
<b>Task 2</b>	Debris removal/hauling	2,500 tons	\$30.00	\$75,000.00	\$31.20	\$78,000.00	\$0	\$0	\$0	\$0	\$0	\$0
<b>Task 3</b>	Non-routine street sweeping	500 hours	\$50.00	\$25,000.00	\$52.00	\$26,000.00	\$74.27	\$37,135.00	\$77.08	\$38,538.70	\$79.99	\$39,995.47
<b>Task 4</b>	Unscheduled service - T&M	500 hours	\$110.00	\$55,000.00	\$114.40	\$57,200.00	\$200.00	\$59,488.00	\$200.00	\$61,867.52	\$200.00	\$64,342.22
	Emergency Service - T&M	100 hours	\$110.00	\$11,000.00	\$114.40	\$11,440.00	\$200.00	\$11,897.60	\$200.00	\$12,373.50	\$200.00	\$12,868.44
	Emergency Mobilization	per occurrence	\$150.00									
<b>Total:</b>				<b>\$941,302.40</b>		<b>\$978,954.50</b>		<b>\$1,469,147.00</b>		<b>\$1,524,837.80</b>		<b>\$1,582,640.00</b>

\*Unscheduled and Emergency Services for Year 3 through Year 5 will increase to \$200.00 per hour. In an effort to stay within budget the City has altered the allotted hours for Contract Years 3 through 5. Please see the below table for reference.

**Table 2: Task 4 Service Hours Revised**

	Estimated Quantity Annually	Unit Rate	Extended (Annual) Year 3	Estimated Quantity Annually	Unit Rate	Extended (Annual) Year 4	Estimated Quantity Annually	Unit Rate	Extended (Annual) Year 5
<b>Unscheduled Services – T&amp;M</b>	297 Hours	\$200.00	\$59,488.00	309 Hours	\$200.00	\$61,867.52	322 Hours	\$200.00	\$64,342.22
<b>Emergency Services - T&amp;M</b>	59 Hours	\$200.00	\$11,897.60	62 Hours	\$200.00	\$12,373.50	64 Hours	\$200.00	\$12,868.44

**Table 3: COMPENSATION BY CONTRACT YEAR\***

	<b>Services (Tasks 1-4)</b>	<b>Additional Services</b>	<b>Totals</b>
<b>Contract Year 1</b>	\$941,302	\$94,130	\$1,035,432
<b>Contract Year 2</b>	\$978,954	\$97,895	\$1,076,849
<b>Contract Year 3</b>	\$1,469,147	0	\$1,469,147
<b>Contract Year 4</b>	\$1,524,838	0	\$1,524,838
<b>Contract Year 5</b>	\$1,582,640	0	\$1,582,640
<b>Total NOT-TO-EXCEED COMPENSATION</b>	<b>\$6,496,881</b>	<b>\$192,025</b>	<b>\$6,688,906</b>

\* The parties understand and agree to the compensation totals in the table above for each contract year. Actual hourly rates for contract years 4 and 5 will be adjusted in accordance with any change to the applicable prevailing wage rates determined by the California Department of Industrial Relations (DIR) and by Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area. However, contract years 4 through 5 are planned at a maximum DIR increase of 5% and a maximum CPI increase of 3%. Any DIR rate increase above 5% shall be implemented by a written amendment to this Agreement as provided for herein.

**Table 4: HOURLY RATE SCHEDULE (ORIGINAL)**

	<b>Reg Time</b>	<b>Burdened</b>	
<b>Position</b>	<b>Base</b>	<b>Reg Time</b>	<b>Over Time</b>
Sweeper Operator #1	\$ 24.00	\$ 32.65	\$ 47.30
Sweeper Operator #2	\$ 22.00	\$ 28.31	\$ 40.03
Sweeper Operator #3	\$ 22.50	\$ 30.78	\$ 41.27
Sweeper Operator #4	\$ 32.70	\$ 43.02	\$ 59.98
Blower/Laborer	\$ 20.00	\$ 25.18	\$ 36.69

**Table 5: HOURLY RATE SCHEDULE (EFFECTIVE WITH AMENDMENT #1)\***

\*Subject to change based on Department of Industrial Relations (DIR) Prevailing Wage rates.

	<b>Reg Time</b>	<b>Burdened</b>	
<b>Position</b>	<b>Base</b>	<b>Reg Time</b>	<b>Over Time</b>
Sweeper Operator #1	\$ 35.75	\$ 67.17	\$ 85.05
Sweeper Operator #2	\$ 35.75	\$ 67.17	\$ 85.05
Sweeper Operator #3	\$ 35.75	\$ 67.17	\$ 85.05
Sweeper Operator #4 (Leaf Season)	\$ 35.75	\$ 67.17	\$ 85.05
Sweeper Operator #5 (Leaf Season)	\$ 35.75	\$ 67.17	\$ 85.05
Blower/Laborer	\$ 29.64	\$52.94	\$ 67.76