

AGREEMENT FOR STREET SWEEPING SERVICES

THIS AGREEMENT FOR STREET SWEEPING SERVICES (this "AGREEMENT") is made and entered into this ___ day of _____, 2015, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and _____ (the "CONTRACTOR").

RECITALS

WHEREAS, OWNER desires to engage CONTRACTOR to perform certain services, as provided herein, identified as:

STREET SWEEPING SERVICES

WHEREAS, the principal members of CONTRACTOR are qualified and duly registered/licensed under the laws of the State of California, and CONTRACTOR desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONTRACTOR: _____

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER Jason Caudle
 Deputy City Manager
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONTRACTOR _____

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONTRACTOR'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This AGREEMENT
- Second: The CONTRACTOR'S Proposal

6. **Description of Work.** OWNER hereby engages CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the maintenance services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The Deputy City Manager or his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Deputy City Manager, or his or her designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in the Scope of Services is not to exceed \$ _____. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONTRACTOR, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR of its obligations under this AGREEMENT.

8. **Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

B. CONTRACTOR shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Payment of Prevailing Wage.** This section is not applicable.

10. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.

11. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

12. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Deputy City Manager and CONTRACTOR.

13. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

14. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

15. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONTRACTOR to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR's services. In the event no new CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONTRACTOR, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

16. **Independent Contractor.** CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

17. **Insurance.**

A. (1) The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide and that are admitted insurers in the State of California:

Commercial General Liability

| | |
|---|-------------|
| Each Occurrence | \$2,000,000 |
| Per Project General Aggregate | \$5,000,000 |
| Including Products/Completed Operations | |
| Including Contractual Liability/Independent Contractors | |
| Including Broad Form Property Damage | |

Commercial Automobile Liability

| | |
|--|-------------|
| Combined Single Limit per Accident for | |
| Bodily Injury and Property Damage | \$5,000,000 |

Workers Compensation

As Required by the State of California

Statutory Limits

Employer's Liability

Each Accident

\$1,000,000

Bodily Injury by Disease

\$1,000,000

Each Employee

\$1,000,000

B. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01.

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

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

G. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.

H. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.

J. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.

L. Certificates of Insurance must be deposited with the OWNER for all coverage required by this contract. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.

(2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

RFP No. 602-15 – STREET SWEEPING SERVICES

The Certificate Holders, as well as their officers, agents, servants, and employees are included as additional insured as respect to liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. (This does not apply to Professional Liability policies.)

(3) List in the "Certificate Holder" section:

The City of Lancaster, the Lancaster Successor Agency, the Lancaster Financing Authority, the Lancaster Housing Authority, the Lancaster Boulevard Corporation, the Lancaster Community Services Foundation, and the Lancaster Museum and Public Art Foundation, as well as each of their officers, agents, servants, and employees, 44933 Fern Avenue, Lancaster, California 93534.

(4) List in the "Cancellation" section:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named to the left.

M. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONTRACTOR.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the OWNER'S insured entities.

18. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its Deputy City Manager or his or her designee, has issued the notice to proceed.

CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER'S notice to proceed.

19. Extension of Time for Completion of Work.

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONTRACTOR, then CONTRACTOR shall be entitled to an extension of time equal to said delay, subject to the OWNER'S right to terminate this AGREEMENT pursuant to Section 14.

B. CONTRACTOR shall submit to OWNER a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. OWNER shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

20. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONTRACTOR in the course of performing the work required by this AGREEMENT shall be the property of the OWNER. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONTRACTOR under this AGREEMENT shall, upon request, be made available to OWNER without restriction or limitation on their use.

21. **Data Provided to CONTRACTOR.** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER'S possession which may facilitate the timely performance of the work described in the Scope of Services.

22. CONTRACTOR'S Warranties and Representations.

CONTRACTOR warrants and represents to OWNER as follows:

A. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

23. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

24. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

25. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

26. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

“OWNER”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Jason Caudle, Deputy City Manager

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONTRACTOR"

By: _____

Dated: _____

ATTEST:

Britt Avrit, CMC
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

Exhibit A
Scope of Services

Definitions

“City” means the City of Lancaster, a municipal corporation and charter city, and all the territory lying within the municipal boundaries of City as presently existing or as such or as such boundaries may be modified during the term of this Agreement.

“Curb Mile” means one mile of City street from the face of curb, extending out onto the street with the width of the sweeper. In the case of streets or other roadways that do not have curbs, once curb mile would be one mile down the center of the roadway, the width of the sweeper.

“Other” means raised medians, painted medians and gores, traffic islands, and directional raised islands.

Description of Work

The work covered by this contract consists of furnishing all labor, equipment, materials and supervision to perform all work necessary to clean streets at designated locations within the City of Lancaster as shown on the provided street sweeping maps. In addition to sweeping all curbs, Contractor shall sweep all bicycle lanes, interior left turn lanes, lanes adjacent to median lanes and traffic calming islands, intersections, and corners including curb returns and storm drain drop inlets from any cross street intersecting the subject street. Contractor shall make multiple passes when necessary to ensure all sweep waste is cleaned from the street to the satisfaction of the City and in accordance with this RFP. The table below shows the currently estimated curb miles in the City to receive street sweeping services and the frequency of service. 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.

| Street Type | Frequency | Estimated Curb Miles |
|--------------------|------------------------------|-----------------------------|
| Residential | Biweekly | 693.8 x 2 |
| Arterial | Biweekly | 189.9 x 2 |
| Other | Monthly | 117.24 |
| Leaf Season Sweeps | As needed | 100 |
| | Estimated Total Miles | 1080.39 |

Curb Mile Adjustments

At the sole discretion of the City, associated street sweeping areas may be added, deleted or their sweeping frequency modified under the contract at any time. The additional cost or deduct for the affected areas will be calculated using the unit costs provided in the Proposed Schedule of Pricing.

Mileage Calculations

Compensation for miles of sweeping shall be calculated according to actual curb miles swept. The Contractor shall supply individual mileage logs to the City with each monthly invoice. Areas that are re-swept to meet the City’s satisfaction level should not be included in the mileage log.

Sweeping Schedule/Hours

Utilizing the information within this RFP, the Contractor shall provide a proposed street sweeping schedule that meets the frequency and time requirements provided by the City. The Contractor shall

coordinate street sweeping operations with garbage collection service such that sweeping services do not occur on the same day or the next day as trash services or otherwise interfere with trash and recycling collection services. The proposed schedule will be reviewed by the City and adjusted between both parties as necessary. Once agreed upon, sweeping routes shall not be modified by the Contractor without City approval.

Street sweeping may only take place on residential streets between 8-11am and 12-3pm Monday through Friday. Arterial and other street types may be swept between 5pm and 5am Monday through Friday. Contractor should attempt to stay within the current sweeping schedule and any cost associated with changing street signage will be charged to the Contractor.

Leaf Pick Up

Contractor shall provide additional sweeping of selected City streets for the collection of leaf debris during leaf drop season up to 100 curb miles at no additional cost to the City. Contractor shall provide such additional sweeping at the selected locations within 48 hours of notice from the City. The additional pickups could start as early as October and extend into the month of January. Payment for additional curb miles beyond the initial 100 curb miles will be charged to the City at the rate as provided on the Proposed Schedule of Pricing.

Special Sweeps

A special sweep is any sweeping service required to be performed upon City request within 24 hour notice. Upon notification of the need for the special sweep, Contractor must be on site and ready to sweep within 4 hours unless otherwise instructed by the City.

Sweeper Speeds

The sweeper shall operate at a safe speed which will allow for maximum debris pick up. Maximum allowed speeds are 3 to 5 miles per hour in heavy buildup of debris and 6 to 8 miles per hour in light build up.

Quality of Street Sweeping Services

Contractor shall remove all debris from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard shall be physically picked up and placed in the hopper by the operator or other personnel. The Contractor shall contact the City's Project Manager if there are items in the road too large to be picked up by the sweeper which create a hazard to motorist.

The City reserves the right to require that streets be re-swept by Contractor without charge, if inspection by the City reveals that the streets were not swept to the City's standard. The Contractor shall, if directed by the City, re-sweep the area in question within 24 hours of receipt of verbal or written notification.

Contract Performance Management

The City will require monthly contract management meetings with local management of the Contractor in order to discuss the performance of the contract and resolve outstanding issues.

The intent is to provide a high quality, clean appearance on streets throughout the City as determined by the City of Lancaster. The Contractor will maintain such appearance to the satisfaction of the City.

Any discrepancies in the understanding of this clause will be resolved in a manner as determined by the City of Lancaster.

Customer Complaints

The intent of this contract is to provide the highest level of street sweeping and related services available within the City. Customer complaints and inquiries from residential and business property owners in the City are of paramount importance. The Project Manager will communicate all customer service requests to Contractor. Contractor shall respond to all inquiries and complaints the same day they are received. It is Contractor's responsibility to communicate directly with the Project Manager. Contractor shall follow up with customers and Project Manager with the resolution of any and all inquiries and complaints.

Holidays

The Contractor may choose to sweep when a legal holiday occurs on a regularly scheduled sweeping day. If the Contractor chooses not to sweep on a holiday, affected scheduled streets shall be swept within the following one-week period without interruption in the regular sweeping schedule.

Communications

During all sweeping service times, the Contractor shall provide each person that operates a sweeping vehicle with a cell phone, in order to be able to communicate with the City. Additionally, the Contractor shall furnish a list containing names and phone numbers of supervisory personnel who can be contacted on a 24 hour basis to respond to emergency needs. This list shall be kept current by the Contractor for the life of this contract.

The contract supervisor shall be responsible for insuring the street sweeping operation remains in compliance with this contract. At the end of each week the Contractor shall make contact with the City's Project Manager for the purpose of exchanging information about the week's sweeping, including production and deficiency reports.

Transfer and Disposal of Sweep Waste

Contractor will be responsible for all materials swept and shall properly dispose of materials collected at the City's Maintenance Yard. The City is responsible for disposal costs.

Water Availability

Contractor shall make arrangements at its own expense to obtain water necessary for the operation.

Payment

The City will pay the Contractor on a curb mile/month cost basis for monthly sweeping services in accordance with the rates provided to the City in the Proposed Schedule of Pricing. Costs shall include all costs associated with activities.



January 6, 2015

Ms. Cathy DeFalco
Operations Manager, Procurement & Contracts
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

Email: cdefalco@cityoflancafterca.org

Dear Ms. DeFalco,

The following is a proposal to provide high quality street sweeping services to the City of Lancaster. All terms and conditions of the issued RFP remain in effect.

CleanStreet will make changes to the routing to ensure that no sweeping will occur on trash days. We will attempt to modify the routes to be about the same amount of sweeping each day of the week.

All routes will be swept and completed on the scheduled day, all year long.

City will help with temporary dump sites during leaf season.

CleanStreet will sweep all arterials and medians one (1) time per month; with the exception of the noted arterials which will be swept two (2) times per month.

CleanStreet will purchase 2 new Tymco 600s for the performance of this contract.

The cost of service for the first year will be \$38,000 per month and \$456,000.00 for the year.

The cost starting the second year will be \$40,000.00 per month or \$480,000.00 per year.

I welcome any questions you may have regarding the proposal.

Sincerely,
CLEANSTREET

Jere Costello
Chief Executive Officer
Cell: (310) 740-1602
Office: (800) 225-7316 x103