AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND CONTRACT SWEEPING SERVICES, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 3rd day of July, 2014, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and CONTRACT SWEEPING SERVICES, INC., hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Street Sweeping Services

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $999,035.02 as described in Exhibit "A," Scope of Services. This compensation shall be based on the rates described in Exhibit "A." All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I.C. Murphy
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Gina Vella
Contract Sweeping Services, Inc.
760 E. Capitol Avenue
Milpitas, CA 95035
408-639-6571
gvella@contractsweping.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers’ compensation and employer’s liability insurance:
   The FIRST PARTY shall have in effect during the entire life of this agreement workers’ compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18616 of the California Labor Code: “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement” (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:
   The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers’ compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES
Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS
Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT
Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK
Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT
A. CITY may give thirty 30 days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. **INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. **COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. **BREACH OF AGREEMENT**

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. **SEVERABILITY**

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. **CAPTIONS**

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. **LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. **RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. **TERM OF AGREEMENT**

This agreement shall remain in effect for the period of July 1, 2018 through June 30, 2019 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature
Gina M. Vella

Printed name
20.0314158

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

Signature
Alex D. McIntyre, City Manager

ATTEST:

Signature
Judi A. Henen, City Clerk

Date
6/26/2018

Title
Vice President

Date
7/3/18

Date
7/3/18

Date
7/5/18
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
STREET SWEEPING PROPOSAL
CITY OF MENLO PARK

Name of Proposer: Contract Sweeping
Address: 760 E. Capitol Avenue, Milpitas, CA 95035
Contact Person: Gina Vella
Telephone #: 408-639-65711
Email: gvella@contractsweeping.com

Attn: Irv Meachum
Department of Public Works
333 Burgess Drive
Menlo Park, CA 94025
immeachum@menlopark.org

Due: 6/1/18 – 2pm
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May 29, 2018

City of Menlo Park
Attn.: Irv Meachum
333 Burgess Drive
Menlo Park, CA 94025

RE: STREET SWEEPING SERVICES - PROPOSAL

Dear Mr. Meachum,

Contract Sweeping Services Inc. welcomes the opportunity to extend our current working relationship with The City of Menlo Park. Contract Sweeping Services, Inc. has been your current street sweeping service provider since 2006. Over these 12 years we have built a strong understanding for your City Street Sweeping needs as well a team collaboration with the public works department. It is our goal to retain our work, grow within The City of Menlo Park and offer a seamless operation for street sweeping services.

An important factor when reviewing the RFP is; CSS is a local company with boots on the street and ownership actively involved. This becomes essential during the fall and winter seasons when support and back up is necessary. The fall season double up of sweepers and manpower offers a challenge for which we accept and are fully aware of what is in store each year.

The ability to put your faith into a company which will get the job done offers peace of mind and time toward proactive management and resident needs.

Sincerely,

[Signature]

Gina Vella
Vice President
Contract Sweeping Services, Inc.
Contract Sweeping Services, Inc. is a California Corporation

On behalf of the Principals as assigned in the attached Secretary of State Document;

- Joe Vella – President
- Gina Vella – Vice President

There were no addendums for acknowledgement

Joe Vella  
President  
Contract Sweeping Services, Inc.

Gina Vella  
Vice President  
Contract Sweeping Services, Inc.
PRICE PROPOSAL FORMS
CITY OF MENLO PARK
PROPOSAL STREET SWEEPING

The undersigned declares that they carefully examined the location of the proposed work, and that they have examined the City of Menlo Park, Special Requirements, hereinafter referred to as "Contract Requirements", and hereby proposes and binds themselves on award by the City Council to perform July 1, 2018 to June 30, 2023 Street Sweeping as directed by the City’s Director of Public Works in accordance with said Contract Requirements attached, and as shown on the “Sweeping Maps”. The Street Sweeping Maps can be reviewed online at: https://www.menlopark.org/220/Street-sweeping-schedule In that connection, furnish all necessary labor, tools, equipment, materials and supplies for performing and completing the work set forth in the said Contract Requirements, and shown on the "Sweeping Maps at the prices named in this proposal below:

**Bids for Service**

Rate per curb mile applicable from July 1, 2018 to June 30, 2023 Total cost from July 1, 2018 to June 30, 2023 based on:

<table>
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<tr>
<th>Rate/Curb mile</th>
<th>x 6,761 curb miles = $</th>
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<tr>
<td>$28.00</td>
<td>188,308.00</td>
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<tr>
<td>$28.84</td>
<td>194,987.24</td>
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<td>$29.42</td>
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<td>$30.30</td>
<td>204,853.69</td>
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<td>$31.21</td>
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Total $999,035.02

The City may renew the Agreement on annually for up to four additional years. The annual increase shall not exceed the Consumer Price Index (CPI) for the Bay Area. The maximum increase in any year shall not exceed five percent.

Either party may cancel the Agreement upon ninety (90) days written notice.

This document shall be sealed and submitted by 2:00 PM on Friday, June 1, 2018 at the Corporation Yard, 333 Burgess Drive, Menlo Park, CA 94025. All sealed proposals will be opened at the above address.

**Name of Contractor:** Contract Sweeping Service, Inc.

**Bidder's Signature:** Gina Vella
Below is a partial reference list. At your request we can provide additional references. More references can be provided upon request.

- **City of Palo Alto – Various Sweeping – Contract amount $600,000.00 annual**
P.O. Box 10250 Palo Alto, CA 94303................................. Todd Seely - 408-476-9375
  *Contract Start: June 2008 To: Current*

- **City of Campbell – Residential Sweeping & Lots – Contract amount $147,163.80 annual**
  70 N First Street Campbell, CA 95008......................... Ron Taormina - 408-866-2734
  *Contract Start: July 2006 To: Current*

- **City of Saratoga – Residential Street Sweeping – Contract amount $186,558.00 annual**
  19700 Allendale Ave. Saratoga, CA 95070...................... Rick Torres - 408-857-6545
  *Contract Start: June 2005 To: Current*

- **City of Stockton – Residential Street Sweeping – Contract amount $1,200,000 annual**
     Kevin Basso 209-481-1763
  c. City of Stockton: Susan Mora Loyko – 209-937-8389
  *Contract Start: June 2004 To: Current*

- **City of Menlo Park – Residential Street Sweeping – Contract amount $150,000.00 annual**
  333 Burgess Drive, Menlo Park, CA 94025 ....................... Irv Meachum - 650-330-6785
  *Contract Start: November 2006 To: Current*
General Information - Executive Summary

Contract Sweeping Services, Inc. is a related company to Universal Site Services, Inc. This offers 60 years of history, expertise and dedication to provide a seamless transition for any Municipality within this bid package. The principle owners of Contract Sweeping Services, Inc., Universal Site Services, Inc. offer an enthusiastic and committed approach to retain our reputation of perseverance and excellence.

Descriptions of the related organizations which are owned by a brother and sister team whom grew up in the industry with their Father as found of much of the industry and the manufacturing of the conventional parking lot sweeper. The duo has individual strengths and work well as a team.

Contract Sweeping Services, Inc. – Founded in 2003 for the purpose to segregate municipal business from private property and retail shopping center services. Contract Sweeping Services, specifically focuses on residential and commercial street sweeping programs.

www.contractsweeping.com

Universal Site Services, Inc. – Organized in 1958. As needs changed we have the capabilities to change to accommodate our customers. In 1958 we were known as San Jose Commercial Sweeping, then in 1984 we changed the name to Universal Sweeping and since we are no longer only a sweeping service provided we changed our name is Universal Site Services in 2011. All organizations are “Offshoots“ of Universal Site Services.

Universal Site Services, provides complete exterior maintenance solutions to commercial and retail shopping centers. We work for both 3rd party property management firms and private property owners. Services include but are not limited to:

www.universalsiteservices.com

- parking lot sweeping
- day-porter services
- pressure washing/garage washing
- landscaping maintenance/ renovations
- hauling services, and more!
The backbone to any organization offering services by means of mechanical equipment are seasoned mechanics equipped to travel and repair in the field. In addition to technicians that are skilled - qualified sweeper operators that provide the Municipality the confidence of a job well done. Both of which are specialty trades and your Municipality should not be the training grounds for new employees. This is an increased benefit most organizations will not have the ability to offer traveling from other regions. Our Fleet and Team can be found at:

1113 Shaw Road
Stockton, CA

760 E. Capitol Avenue
Milpitas, CA

We encourage for your Board to visit one or all our shops and take account the activity, management and operations that occur within our Team!

Benefits of working with a local organization are:

1) Minimal to no down time for repairs
2) Local veteran operators
3) Seasoned Managers working from within the industry
4) Longevity and familiarity of Menlo Park – CSS IS THE CURRENT STREET SWEEPER

GPS & Reporting

Our staff works closely together to tally the daily miles, water usage, and hours worked within each area of sweeping. We also have GPS tracking on all vehicles that can report all activity throughout the route. These can be accessed at any time to resolve complaints or inquiries regarding service. CSS continues to look for new technology that will continue to improve our ability to provide excellent service to the city and its residents.

Customer Service

Contract Sweeping Services prides ourselves on communication, customer service and follow up and hands on experience. Our field management and drivers are trained to get the job done. However, in a service industry there are times that we need to transform from sweeper operator to customer service representative. Our teams will meet with residents and the public works teams for the purpose to re-sweep areas and ensure the resident; who are also our customers, feel gratification and are happy with our services. Often times we find that most inquiries require simple communications that can be supported by GPS or by making mechanical/routing adjustments to solidify a great relationship.
Equipment

Contract Sweeping Services, Inc. operates of 80 street sweepers. The units which we deploy vary from Tymco 600 to Swartz 9000. All of which meet carb compliance and not older than 6 years to meet the contract expectations. Currently the units we utilize within your city all are under 3 years of equipment age.

The specs of our equipment are as listed:

MODEL 600® REGENERATIVE AIR SWEEPER®
FINAL TIER 4 AUXILIARY ENGINE/CONVENTIONAL CAB CHASSIS

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<thead>
<tr>
<th>Specification</th>
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<tr>
<td>SWEEPER AUXILIARY ENGINE</td>
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<tr>
<td>Engine L60V, 6066 turbo, 6-cyl</td>
<td>Engine L60V, 6066 turbo, 6-cyl</td>
<td>Engine L60V, 6066 turbo, 6-cyl</td>
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<td>GUTTER BROOM, Twin, Protected</td>
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<tr>
<td>HYDRAULIC SYSTEM</td>
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<td>Operating controls, dump and pick-up head</td>
<td>Operating controls, dump and pick-up head</td>
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<td>Polyurethane 3500 bar (124 l), 75 bar</td>
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<td>Gravel (20)</td>
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<td>3x4 digital control panel</td>
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OPTIONAL EQUIPMENT

- Add water pump and/ or spray gun
- Pre-spray equipment package
- Auto Swivel Sprinklers (ASS)
- Auxiliary hand hold 8" hose (200 psi)
- Auxiliary hand hold: boom assist
- Auxiliary hand hold: catch basin clearing

The water pump is included in our standard equipment. The spray gun and water system is optional and can be added upon request.
Employees

Much like the Primary and Secondary sweepers there would be assigned employees to these units which would be familiar with Menlo Park. We find it best policy to retain consistencies in our routing and ensure that our teams become familiar with each city and routes idiosyncrasies and local needs. In addition, two (2-3) primary laborers assigned to each city and Fall Season crews, we have local managers, local shop with ample mechanics, and if necessary a mobile mechanic operation to facilitate the field breakdowns.

Ultimately, we have boots on the street within minutes of your city, history and knowledge that the competition does not. Ownership lives local in the Peninsula Region and our years of history can speak to the dedication and commitment our employee and principals offer to your City.

Repairs and Maintenance

Contract Sweeping Services, Inc. employs seasoned sweeper mechanics and ensures that our teams stay in compliance with 90 BIT inspections and DOT regulations. In efforts to narrow the main objectives with regards to equipment we have listed below our priorities.

Objectives

- Safety
- Quality
- Efficiency

Safety

First and foremost our teams must be properly trained and working in a safe environment. Our first most important task of implementation of any contract is to secure the manpower and then assign the equipment. If required our Human Resource Department would interview all current staff as well all current employees within our infrastructure to hire within.

We have three levels of interview processes that include aptitude testing, drug testing and basic qualifications of clean driving records. Selected employees would be put through training processes that focuses upon the specific engineering and how to properly operate street sweeping equipment following and DOT documentation regulations.

- 1 week training in the mechanics of the machines includes safety procedures that include pre-trip and post trip reporting expectations
- 1 week training in the operation of the equipment
- 1 week drive along with a seasoned operator

In addition to new hire safety training we employ a safety committee team for monthly, weekly and daily safety topics which are organized and distributed to each department head. All management is required to hold regular safety meetings and implement rewards and consequences as needed.
Quality

Our approach to quality is “it is easier to do a job right the first time, than try to explain why you didn’t offer your best foot forward on the first round.”

The definition of quality can be defined differently by many people. Our management staff has high expectations, our field quality and reputation to provide solid, reliable services can speak for themselves. Please contact any representative provided in our References

Assigned by region and by company we employ quality assurance teams to follow our crew’s performance and provide constant communications to our customers. In the case we do get a call, our follow up will include all means necessary to ensure that your resident is fully satisfied with our customer service and resolve to their inquiry.

Efficiency

With modern technologies we have improved our productivity that is supported with GPS tracking in our equipment. Our equipment can be tracked based upon location, speed, brooms up or down and much more. This technology can be provided to you or you may gain access to your assigned sweeper with personal log in options.

Not only with this technology which we can track our staff, we also employ honest hard-working teams whom are encouraged to think independently and are qualified to get the job done while offering productive resolutions.

All routes are quality checked on rotation and management retains constant communication with our customers and field teams.

In the case of illness or vacations, Contract Sweeping employs ample qualified operators who could be available to provide sweeping services in the case of vacation, illness or injury. All of our operators have considerable experience with Municipal Sweeping and are flexible to fulfill their assignments.

We diligently reroute operators to other contracts for cross training purposes. The assigned manager works daily on quality assurance and follows up on inquiries. The designated managers record and organize all month end reports and track GPS reports. These back-end operations are all seamless and there is only positive future impact to your Municipality.

Emergency Services

All managers are on duty 24/7. Our estimated time of arrival for emergency call out will be a minimum of 1 hour during working hours described at 7:00 AM to 5:00 PM Monday – Friday. Arrival for after hour call outs should not exceed 2 hours. A twenty-four (24) hour emergency number is available. All personnel are equipped with communication.
SWEEPER EQUIPMENT MAINTENANCE SCHEDULE

The daily routines of sweeper operators and mechanics for Contract Sweeping Services, Inc. have been developed as routine safety inspections and a preventative maintenance program, for each piece of equipment operated our mechanics, have a thorough and proven system that is executed and managed. There are level 1 – 3 inspections that allow a rotation of parts and necessary services to retain the performance and life in each piece of equipment. At the time a piece of equipment is found to need repair, it is pulled out of operation. The equipment will not be operated until all items listed on the work order have been addressed; repairs have been completed and signed off by the Shop Manager. Once the equipment has passed all inspections, it will be assigned to work.

LEVEL ONE: DAILY BASIC MAINTENANCE

Daily: Blow air filter elements and inside of cab, grease fittings, check all fluids and replenish as needed, check all lights to be sure they are functioning properly, and wash equipment to maintain a clean image.

LEVEL TWO: WEEKLY MAINTENANCE

Check all brooms and flaps replace as needed, change gutter brooms approximately every 4 days or 32 hours of sweeping, check wear on tires.

LEVEL THREE: MONTHLY PREVENTATIVE MAINTENANCE

Change front oils, replace air elements, replace rear brooms and flap kits (at approximately 170 hours) tune front motor, replace plugs, flush radiator, check bushings and change if needed, replace fuel filters, change transmission fluid and service transmission, replace tires (front and rear) if needed, check brakes and replace if needed.

All Levels of service assist in the preservation of a clean image and increase the performance of our equipment. Our commitment to excellence is beneficial to all parties involved!

BIT Inspections

All equipment is reviewed by a third-party management to ensure safety and efficiency. BIT inspections are completed in a timely manner, on rotations and all logs are retained for California compliance.
Management Team

Key Personnel

Joe Vella - President

Joe has worked within the sweeping industry starting with Universal since 1987. He started working washing machines and cleaning the shop as a summer job. His name is well knowing within the manufacturing of large equipment and many engineers call upon Joe to test new sweeping technologies.

- Strong Mechanical Knowledge
- Problem solve both equipment engineering and operational management
- Engineering of mechanics
- Asset management for all purchases of equipment for all organization
- Route building experience
- Hands on approach to training and implementation
- Maintains communications between all Key management of California & Nevada

Gina Vella - Vice President

Gina worked within offices of Universal during summer breaks since 1985. Gina left the family business and started various clothing lines, worked in Corporate retail and graduated from the Fashion Institute of Design & Merchandising – FIDM. There would not be another path she desired; as leaving the company and coming back with real Corporate experience she feels has set her up for success in the current industry.

- Strong contract negotiations
- Management of sales and marketing directions of all companies
- Cost & budget accounting
- Budget analysis
- Strategic planning and follow through with results
- Company envision to set up to exceed customers expectation
- Communication skills
- Able to define problems and find solutions
Jerry Nunez – Director of Operations

Jerry works very closely with Joe overseeing the management of the teams, financial spending and billing accuracies and contract analysis. Jerry has also grown within the industry and started his career as a street sweeping operator and has excelled in his management skills and oversight to direct operations within both Contract Sweeping and Universal Site Services.

- Strong analysis skills both financial and operations
- Strong communication skills
- Mentor/Leader
- Strategic Planning
- Operational Routing Success

Scott Boyd – Field Operations Manager - Stockton

Scott has 20 years experience in construction, municipal and road improvements. His expertise in fleet management, DOT, CHP, and Safety enforcement has been a great attribute to our company. Scott enforces quality assurance, contract regulations and is in the field working on our day to day operations.

Roy Johnson – Field Operations Manager – Milpitas

Roy is the newest member of our team. He has many years in from dispatch and routing of long haulers. His participation in Dublin would enforce our training and safety procedures, liaison between drivers and city, as well as ensure that our driver staff are all cross trained and committed to quality assurance without your city streets.

- Organizational skills
- Communication skills
- Follow through skills
- Dependable and dedicated

Travis Franksen – Fleet and Safety Manager – Corporate

Travis has over 15 years of global experience within Fleet and Safety derived from serving as a Firefighter in the Marine Corps, and as a Fleet Manager both federally and within the private sector. He is responsible for the proper maintenance and service of our fleet, ensuring that all vehicles are within DOT and CHP compliance, to include all daily operations falling within OSHA and NHSTA guidelines.

- Strong organizational skills
- Attention to detail
- Multi-faceted leader
- Resourceful problem solver
Jesus Carrillo - Shop Manager

Jesus has worked with our Team of organizations since 1985. Jesus’s knowledge in the mechanics of sweeper operations exceeds average standards of mechanics within our specialty industry and with Joe at his side, often works with manufactures to develop and refine new sweepers and future developments.

- Maintaining all equipment in good working order for all companies
- Manage inventory
- Purchase replacement parts
- Schedules equipment maintenance
- Manage BIT, DOT, OSHA compliance

Sugey Morelos – Office Manager - Stockton

Sugey has been with our organization for over 5 years. Sugey is involved with all daily activities and manages all internal support of our billing, receiving and contractual duties.

Diana Manriquez – Customer Service Support – Milpitas

Diana offers a strong support for routing and dispatch out of the Milpitas office. She is an important part of the operational team and often point of contact for drivers in the field.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.
B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.