

**SERVICES AGREEMENT (GENERAL)**  
Street Sweeping Citywide Services 2027-2029

City Agreement No. \_\_\_\_\_

City Budget Code: \_\_\_\_\_

This Services Agreement (General) for Street Sweeping Citywide Services 2027-2029 (“**Agreement**”) by and between the City of Napa, a California charter city (“**City**”), and SCA of CA, LLC, a Delaware limited liability company (“**Contractor**”), is effective on the date last signed by the City, which is identified on the signature page as the “Effective Date.”

**RECITALS**

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit “A,” and generally including routine street sweeping services.

B. On January 20, 2026, the City issued a Request for Proposals (RFP) for citywide street sweeping services. The Contractor submitted the sole proposal on February 12, 2026, and was selected as the most appropriate contractor based on its experience providing street sweeping services to municipalities and its competitive pricing. The agreement includes street sweeping services for residential and commercial streets, parking lots, and bike lanes throughout the City.

NOW, THEREFORE, the City and the Contractor, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Contractor will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, Stephanie Emmons, Stormwater Program coordinator (“City’s Authorized Representative”).

1.2. Standard of Care. In performing the Services, Contractor will meet or exceed the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable service providers within the greater San Francisco Bay Area who provide the same or similar type of services as the Services required under this Agreement. Contractor will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Contractor will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Contractor will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Contractor subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant’s qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Contractor will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Contractor will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Contractor's delay.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Contractor must promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Contractor will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Contractor's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Contractor.

## 2. COMPENSATION.

2.1. Payment. The City will pay Contractor for Contractor's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Contractor's total compensation for performing the Services may not exceed \$750,000 in FY27, \$775,000 FY28, and \$800,000 in FY29, without prior written authorization from the City. If the City authorizes Contractor to perform services in addition to the Scope of Services set forth in Exhibit "A," Contractor will be compensated in accordance with the rates and charges in Exhibit "B." Contractor will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Contractor will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice must identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Contractor within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Contractor hereby assigns Jesse Alvarado, General Manager, to serve as the Contractor's authorized representative ("**Contractor's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Contractor's representations regarding Contractor's qualifications (including the qualifications of Contractor's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Contractor will not replace Contractor's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing

written notice of any change to the other party.

TO CITY: CITY OF NAPA  
Attn: Stephanie Emmons  
P.O. Box 660  
NAPA, CA 94559-0660  
[semmons@cityofnapa.org](mailto:semmons@cityofnapa.org)

TO CONTRACTOR: Jesse Alvarado,  
General Manager,  
1113 North Shaw Road  
Stockton, CA 95215  
[jalvarado@sweepingcorp.com](mailto:jalvarado@sweepingcorp.com)

5. **TERM.** The term of this Agreement begins on the Effective Date, and shall continue through June 30, 2029 (“**Initial Term**”). Thereafter, this Agreement shall automatically renew for two (2) successive periods of one (1) year each (each, a “**Renewal Term**”), unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. **CITY’S RIGHT TO TERMINATE.** The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Contractor, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Contractor for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. **DEFAULT AND DISPUTE RESOLUTION.**

7.1. **Default.** Contractor will be deemed in default of this Agreement if Contractor is not complying with the terms of this Agreement, or the City has reason to believe that Contractor’s ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Contractor and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Contractor fails to cure the default within of the time specified in the notice, and the Contractor fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. **Dispute Resolution.** If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Contractor will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Contractor arising from or related to this Agreement are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

## 8. INFORMATION AND RECORDS.

8.1. Confidentiality. Contractor will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Contractor, to any person other than a City employee, unless and only to the extent that the City provides the Contractor with prior written consent to make a disclosure. Contractor will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Contractor (including its employees and subconsultants), whether complete or in progress, are the property of the City. Contractor will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Contractor may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Contractor pursuant to this Agreement, Contractor will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Contractor will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Contractor will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Contractor discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Contractor will not unlawfully infringe on any copyrighted or patented work. Contractor is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Contractor will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Contractor's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Contractor will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Contractor's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Contractor will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Contractor's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Contractor, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Contractor will not perform Services under this Agreement until Contractor has obtained

all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact [insurancecerts@cityofnapa.org](mailto:insurancecerts@cityofnapa.org). All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. Policies and Limits. Without limiting Contractor's indemnification obligations in Section 10, Contractor will procure and maintain throughout the period of this Agreement the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subconsultants:

11.1.1. General Liability Policy. Contractor must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability. If the Services involve explosive, underground or collapse risks, an XCU endorsement is required.

11.1.2. Automobile Liability Policy. Contractor must procure and maintain Automobile Liability Insurance at least as broad as ISO form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. Workers' Compensation. Contractor must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Contractor and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out the Services and Employer's Liability with minimum limits of \$1,000,000 per accident for bodily injury or disease. If Contractor is not subject to California Workers' Compensation requirements, Contractor must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

## 11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents, as covered parties for liability arising out of the operations performed by or on behalf of Contractor. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Contractor pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of, insurance maintained by Contractor, nor in any way provide benefit to Contractor, its affiliates, officers, directors, employees, subsidiaries, parent company or agents.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the commercial general liability insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

### 11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to City's execution of this Agreement and is subject to approval by the City.

11.3.3. If Contractor does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Contractor.

12. CONFLICTS OF INTEREST. Contractor warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Contractor further warrants that in the performance of the Services, Contractor will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Contractor will not make or participate in making or in any way attempt to use Contractor's position to influence a City decision in which Contractor knows, or has reason to know, Contractor has a financial interest other than the compensation promised by this Agreement. Contractor represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Contractor does not, to the best of Contractor's knowledge, have a financial interest that would conflict with Contractor's duties under this Agreement. Contractor will immediately notify the City in writing if Contractor learns of a financial interest that may conflict with Contractor's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Contractor warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Contractor, or, alternatively, may elect to deduct from payments due or to become due to Contractor, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Contractor (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Contractor (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Contractor's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Contractor's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Contractor's participation in the planning, discussions, or drawing of project plans or

specifications will be limited to conceptual, preliminary, or initial plans or specifications. Contractor will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement, if any.

### 13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Contractor will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Contractor represents and warrants to City that Contractor has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to practice Contractor's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Contractor will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Contractor will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Contractor will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

### 14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Contractor's duties be delegated without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

*[Signature page follows.]*

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

**CONTRACTOR:**  
**SCA of CA, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Jessica Lowe, Public Works Director

By: \_\_\_\_\_  
Johanthan Sisler, Chief Executive Officer

Date: \_\_\_\_\_  
("Effective Date")

By: \_\_\_\_\_  
Patrick Bob, Chief Legal Officer and Secretary

**COUNTERSIGNED:**

\_\_\_\_\_  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Diaz, Interim City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0 SCOPE OF SERVICES. Pursuant to this Agreement, Contractor shall furnish all labor, equipment, materials, and supervision to perform maintenance as described herein, including:

1.1 Routine Sweeping Services.

- A. Approximately 467 Curb Miles of standard residential and commercial street sweeping, as shown in Exhibits D, and F, including routine sweeping of Caltrans right of way (Exhibit G) and Class IV bike lane once per month from February through September.
- B. Approximately 467 Curb Miles of enhanced leaf season residential and commercial street sweeping, as shown in Exhibits D, and F, including routine sweeping of Caltrans right of way (Exhibit G) and Class IV bike lane twice per month from October through January.
- C. Approximately 10 Curb Miles of downtown area streets, as shown in Exhibit C, twice per week, year-round.
- D. Eight (8) City-maintained parking lots, approximately 10 acres, as shown in Exhibit E, once per week, year-round.

1.2 On-Call Sweeping Services. Provide additional sweeping beyond the routine Services. As directed by City Representative. These Services shall be performed during normal working hours when possible. For the purposes of this section, "normal working hours" are Business Days from 4:30 a.m. to 4:00 p.m. Services performed for fractional units, as identified in Exhibit B of this agreement, shall be rounded up to the next whole unit for billing purposes.

- A. Routine sweeping of streets, e.g., new development or annexation of City streets.
- B. Routine sweeping of City parking lots and/or facilities.
- C. Each Service Inquiry and Service Complaint shall be acknowledged, addressed, and corrected within twenty-four (24) hours, in accordance with the process set forth in the Service Inquiries and Complaints section.
- D. On-call sweeping during normal working hours, as directed. On-call services may include additional sweeping in response to heavy leaf fall, special events, traffic collisions, emergencies, or other incidental needs. Contractor must respond to all requests within 24 hours and must have broom sweep capabilities. Contractor must be able to sweep Caltrans right of way as shown in Exhibit G.
- E. On-call sweeping outside of normal working hours and scheduled work as directed. On-call services may include additional sweeping in responses to heavy leaf fall, special events, traffic collisions, emergencies, or other incidental needs. Contractor must respond to all requests within 24 hours and must have broom sweep capabilities. Contractor must be able to sweep Caltrans right of way as shown in Exhibit G.

2.0 SCHEDULE OF PERFORMANCE.

2.1 Hours and Days of Routine Sweeping Service. Contractor shall provide Street Sweeping Services according to the following Hours and Days:

- A. Commercial streets: Monday through Friday 12:00 a.m. to 9:00 a.m., with no scheduled service on Saturday or Sunday.
- B. Residential streets: Monday through Friday 6:30 a.m. to 4:00 p.m., with no scheduled service on Saturday or Sunday.
- C. Downtown area: Mondays and Fridays 4:30 a.m. to 9:00 a.m.
- D. Parking lots: Mondays through Fridays 4:30 a.m. to 9:00 a.m.
- E. Corporation Yard and Corporation Annex: one schedule, once per week using a mechanical sweeper between 6:00 pm to 6:00 am., with no scheduled service on Saturdays or Sundays.

2.2 Service Routes. No fewer than thirty (30) days prior to commencement of Street Sweeping Services, Contractor shall submit Service District maps precisely defining the Sweeper Routes for review and approval by the City Representative. The route maps shall identify the specific days of the month on which sweeping shall occur in the Service District, parking lots, and the Corporation Yard &

Corporation Yard Annex. Sweeping Routes shall be established so that each area is serviced on the same day each month (i.e. second Thursday). The proposed routes shall be coordinated with Napa Recycling Waste Services (NRWS) collection schedule such that sweeping typically occurs two (2) Business Days after regularly scheduled recycling and refuse collection activities. The City Representative may provide written comments on the preliminary maps to Contractor no later than ten (10) Business Days after receipt of the maps from Contractor. Contractor shall revise the maps to reflect such comments and return them to the City Representative within five (5) Business Days after receipt of the City Representative's comments.

2.3 Service Route Changes. Contractor shall submit to the City Representative, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days before the proposed date of implementation. The City Representative may provide written comments to Contractor on such proposed change no later than ten (10) Business Days after receipt of the proposal from Contractor, and Contractor shall revise the routes to reflect such comments and return them to the City Representative within ten (10) Business Days of receipt of such comments, for City corroboration. Contractor shall not implement any route changes without the prior approval of the City Representative.

2.4 Changes in Streets. City Representative may require some streets to be temporarily removed from or added to the list of scheduled streets swept under this Agreement. Conditions which may cause the City Representative to order a street or an area to be bypassed temporarily include the following:

- A. Construction or development on or along a street;
- B. Pavement maintenance activities;
- C. Inclement weather when running water is in the gutter or street, such that sweeping is ineffective
- D. Special sweeping on an alternative schedule; and/or Other legitimate reasons that make sweeping impractical, as determined by the City Representative
- E. Special Events.

In the event that the City Representative notifies Contractor not to sweep on a temporary basis, Contractor shall not be compensated for the equivalent quantity of units of service. The City Representative shall notify Contractor of the temporary suspension of service at least one (1) Work Day prior to the scheduled sweep, except in the case where the reason for not performing service is due to inclement weather, the City Representative may notify Contractor at any time.

2.5 Enhanced Leaf Season Service Routes. During months of enhanced leaf season service, Contractor shall sweep all residential and commercial streets twice a month. The enhanced schedule shall maintain the standard routing and service days of collection, with an additional sweep of each route to take place two weeks before or after the standard scheduled service day. For example, a route normally scheduled to be swept on the third Tuesday of each month shall be swept on the first and third Tuesdays under the enhanced leaf season schedule.

2.6 Holiday Service. Contractor shall not be required to provide Street Sweeping Service, nor to maintain office hours on New Year's Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on a Monday - Friday, Contractor shall perform services for the holiday on the next Business Day thereafter, in addition to the services normally scheduled on that day.

2.7 Mobilization & Demobilization for On-Call Services. In the event that a call-out requires Contractor to mobilize additional resources or respond outside of normal working hours, Contractor shall mobilize and report to the requested call-out within 24 hours of receiving notification from City Representative. Contractor shall receive compensation for such mobilization and demobilization activities, as applicable, on a per call-out basis, as described in Exhibit B.

2.8 Emergency Service Provisions. In the event of a flood, tornado, major storm, earthquake, fire, natural disaster, or other such event, the City Representative may grant Contractor a variance from regular routes and schedules. As soon as practicable after such event, Contractor shall advise the City

Representative when it is anticipated that normal routes and schedules can be resumed. Clean-up from some events may require that the Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. Contractor shall receive additional compensation to cover the costs of additional equipment, personnel, overtime hours, and other documented expenses based on the rates set forth in Exhibit B to this Agreement, provided Contractor has first secured written authorization and approval from the City Representative to perform the work.

3.0 **DEFINITIONS.** For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the appropriate section of the City of Napa Municipal Code shall control.

- A. Bike Lane. As defined by Chapter 1000 of the Caltrans Highway Design Manual.
- B. Business Day. Any day, Monday through Friday, that is not a City-designated holiday, as described in Exhibit H
- C. City. The City of Napa, California
- D. City Representative. The person, or the person's designee(s), designated by the City Manager to administer and monitor the provisions of this Agreement.
- E. Commercial Street. Road with street sweeping times between 12:00 am - 9:00 am.
- F. Contractor. To be awarded.
- G. Curb Mile. The distance of one mile along one side of a street, excluding portions of streets with no curb. For the purposes of measurement and compensation under this agreement, distances along Bike Lanes and Median Islands are considered Curb Miles.
- H. Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law or any regulations promulgated pursuant to such law, as such law or regulations may be amended from time to time.
- I. Inclement Weather. Weather conditions that prohibit effective sweeping operations.
- J. Initial Agreement Year. The period from the date of execution of this Agreement through June 30, 2029. Agreement Year thereafter will follow City Fiscal Year beginning July 1 through June 30.
- K. Linear Mile. The measurement of actual miles driven in order to satisfactorily clean streets to the City.
- L. Median Island. A dividing area, normally at curb height, between opposing directions of traffic.
- M. NRWS. Napa Recycling and Waste Services, LLC.
- N. Residential Street. Road with street sweeping times between 6:30 am - 4:00 pm.
- O. Service Complaint. Any communication, whether written, electronic, or verbal, received by the Contractor from the City, the public, or any authorized representative alleging a deficiency, failure, delay, or concern regarding the Contractor's performance of the Services, including but not limited to response time, quality of work, conduct of personnel, or condition of facilities or equipment maintained under this Agreement.
- P. Service District. Specified area within the city limits of the City of Napa.
- Q. Service Recipient. Any individual, entity, department, agency, or member of the public that receives, uses, or is affected by the Services performed by the Contractor under this Agreement.
- R. Street Sweeping Service. Any and all of the services provided for in this agreement, including transportation and disposal of Sweep Waste.
- S. Sweep Waste. The accumulated waste materials generated as a result of performing Street Sweeping Services. Sweep Waste includes, but is not limited to, deposits of loose dirt, rocks, glass, cans, small debris, leaves, sticks, papers, yard trimmings, residue, or any like materials that can be removed by Street Sweeping operations.
- T. Sweeper Route. A daily path or itinerary followed by a sweeper.
- U. Traffic Island. Islands, some of which have handicapped access cut-outs, which are usually found at street intersections whose primary function is to protect and aid pedestrians from vehicles.

#### 4.0. **SPECIAL PROVISIONS.**

4.1 Manner of Service. Contractor shall provide a complete sweep of all streets and areas provided for

within the Scope of Work. Within any street or area, Contractor shall be responsible for sweeping all curbs, including Median Islands, traffic calming islands, bike lanes, roadway edges, and the corners from any cross street intersecting the subject street or area. Street Sweeping Services shall be performed in a manner such that all Sweep Waste is properly removed from all swept streets and areas, including intersections, so that the street or area is in a clean condition. A clean condition is defined as the absence of Sweep Waste in the area upon the completion of the sweeping operation in a manner that is free of leaves, debris, and dirt using best management practices. To the extent needed to properly remove Sweep Waste, Contractor shall make multiple passes, or as necessary, provide hand sweeping or vacuuming services. Compensation for multiple passes, or hand sweeping or vacuuming services provided by Contractor, shall be considered as included in the Contractor's unit of service compensation, and no additional or separate payment shall be made. Contractor shall obey all laws governing the operation of the street sweepers on a public street and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

- A. Vehicles. In the event that Contractor's operations are impeded by parked vehicles, Contractor shall bypass said parked vehicles. During Class IV bike lane sweeping operations, the presence of parked vehicles shall not be deemed an impediment to performance. Sweeping activities shall be required to proceed as scheduled, and such work shall be eligible for compensation regardless of the presence of parked vehicles. In such instances, the bypassed areas shall be considered as swept Curb Miles for purposes of calculating compensation.
  - B. Call-Backs. Whenever, in the sole opinion of the City Representative, a section of street or portion of an area is inadequately swept such that all Sweep Waste has not been properly removed as required by Section 4.1, Contractor shall re-sweep the section in question within twenty-four (24) hours of receipt of verbal or written notification from the City Representative at no charge to the City. Contractor shall provide a before-and-after picture.
  - C. Sweeper Speed. Contractor shall operate the sweepers at a speed not to exceed seven (7) miles per hour when sweeping or when the sweeper brooms are down.
  - D. Width of Sweeper Path. The Contractor shall perform routine sweeping using a regenerative air-based sweeper and shall sweep a continuous path with all brooms engaged, having a minimum effective width of nine (9) feet, except where parked vehicles, structures, or other obstructions prevent the safe sweeping of such width. This minimum width requirement shall not apply during Class IV bike lane sweeping operations. On streets, the path shall begin at the face of the curb and include the flow line of the gutter. Unless blocked by parked cars, refuse, recycling, or green waste carts, the face of the curb and gutter shall always be included within the sweeper path.
  - E. Intersections. At all intersections, where debris has accumulated forming "invisible" islands, extra sweeper passes must be made to eliminate debris accumulation.
  - F. Obstructions. The equipment operator shall report to the City any locations of roadways that cannot be adequately swept due to obstruction, including low-hanging tree limbs or abandoned vehicles parked on City streets. Contractor shall report these locations to the City Representative within twenty-four (24) hours.
- 4.2 Water. Contractor shall obtain water services from the appropriate water utility companies for the water necessary for the street sweeping operations. The cost of the water shall be borne by the Contractor. Contractor will be issued a water meter(s), which must be utilized when filling equipment from City fire hydrants. Contractor will be responsible for the deposit required to obtain the water meter(s) and all charges stemming from the use of City water. The proper volume and pressure shall be supplied by the sweeper at all times for adequate dust control during the sweeping operation. City may direct Contractor to use reclaimed or recycled water due to increased availability of reclaimed water.

4.3 Sweep Waste. Ownership of Sweep Waste shall pass to Contractor at such time as said materials

are placed in Contractor's equipment. Contractor shall bear all costs associated with the transfer, storage, transportation, and disposal of Sweep Waste.

- A. Unloading, transfer, consolidation, and/or storage of Sweep Waste shall not be permitted at any City-owned property or within the public right-of-way. If the Contractor elects to establish a private facility for unloading, transfer, and/or storage of Sweep Waste, Contractor shall be responsible for complying with all laws and regulations and for securing all required permits or licenses associated with such activity. Contractor shall notify the City Representative of any facility proposed to be established for such purposes.
- B. Disposal. Sweep Waste shall be either:
  - i. Consolidated at a location within city limits and serviced by NRWS at City-established rates, and/or;
  - ii. Self-hauled directly to a permitted facility.

4.4 Hazardous Waste. Contractor shall not be required to remove any Hazardous Waste from the street surface. Contractor shall immediately contact the City Representative if Hazardous Wastes are encountered during the provision of Street Sweeping Services.

4.5 Spillage and Litter. Contractor shall not litter the premises in the process of providing Street Sweeping Services under this Agreement. Contractor shall cause all Sweep Waste to be transported in such a manner as to prevent the spilling or blowing of waste from the transporting vehicle. Contractor shall exercise all reasonable care and diligence in providing Street Sweeping Services to prevent spilling or dropping of Sweep Waste during collection activity and shall immediately, at the time of occurrence, clean up such spilled Sweep Waste.

4.6 Contractor shall clean any spillage or litter caused by Contractor within three (3) hours after receipt of notice from City Representative. Such notice may be by telephone or electronic mail.

4.7 Personnel Requirements. Contractor shall employ and assign qualified personnel to perform all services set forth herein. Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

- A. City Representative may request the transfer of any employee of the Contractor who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.
- B. Each Street Sweeping vehicle driver shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle they are operating during sweeping operations.
- C. Each driver of a Street Sweeping vehicle shall at all times comply with all applicable local, state, and federal laws, regulations, and requirements.
- D. Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the City.

4.8 Equipment.

- A. General Provisions. All Street Sweeping Service equipment used by Contractor in the performance of services under this Agreement shall be of the highest quality available. The vehicles shall be designed and operated so as to prevent materials from escaping from the vehicles.
- B. Vehicle Compliance. During the term of this Agreement, Contractor shall provide vehicles in full compliance with local, State, and federal requirements, including but not limited to the California Air Resources Board Heavy Duty Engine Standards, the Federal EPA's Highway Diesel Fuel Sulfur regulations, and any other applicable air pollution control laws.
- C. Street Sweeping Vehicles. Contractor shall maintain, at all times, sufficient street sweepers to perform all services identified in this Agreement.

- D. Regenerative Air-Based Sweepers. Contractor shall use regenerative air-based sweepers that gather Sweep Waste into self-contained hoppers with a minimum capacity of 6 cubic yards. All sweepers shall meet the minimum capacity and horsepower specifications of a Tymco 600.
- E. Mechanical-Based Sweepers. If a Regenerative Air-Based Sweeper is unable to effectively clean the sweep area, the Contractor shall employ mechanical-based sweepers that are equipped with self-contained hoppers, which shall have a minimum capacity of five (5) cubic yards for the collection of Sweep Waste. Sweeper shall meet the minimum capacity and horsepower specifications of an Elgin Broom Bear. Mechanical-based sweepers shall be used only when deemed appropriate and shall not replace, substitute for, or be used in lieu of a vacuum sweeper as part of the routine sweeping schedule.
- F. Dual Gutter Brooms. Sweeping vehicles must be equipped with dual gutter brooms no shorter than seven (7) inches, and a main broom no shorter than eight (8) inches capable of sweeping at a minimum a nine (9)-foot path, or vacuum sweep if approved by the City Representative. Except as necessary to comply with Section "Special Provisions - Manner of Service", only the broom nearest the gutter shall be in the down position during the provision of Street Sweeping Service.
- G. Age and Condition of Equipment. Sweeping vehicles must not be more than five (5) years old at the time of execution of this Agreement, and no more than seven (7) years old at any point for the duration of the Agreement. Machines must be in excellent working condition, capable of removing Sweep Waste throughout the term of this Agreement. The outside body of the machine must be free from dents and large scratches, and the paint must be well-maintained.
- H. Tire Scuffing. The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted.
- I. Safety Markings and Devices. Sweeping vehicles used by Contractor in the performance of this Agreement shall have appropriate safety markings, including but not limited to, highway lighting, flashing and warning lights, and clearance lights. All such safety markings and devices shall be in accordance with the requirements of the California Vehicle Code, as may be amended periodically.
- J. Communications. Contractor shall be available to respond to the City during regular business hours. For emergencies, Contractor shall confirm receipt of communication within thirty (30) minutes of transmission and provide a resolution.
- K. Sound Control Requirements. The noise level from the Contractor's operations, during hours of operation, shall not exceed 86 decibels at a distance of 50 feet in all residential areas. The noise level requirement shall apply to all equipment used to provide Street Sweeping Services under the terms of this Agreement. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.
- L. Vehicle Signage and Painting. Contractor shall repaint all sweepers during the term of this Agreement at a frequency as necessary to maintain a positive public image as reasonably determined by the City Representative. Contractor shall maintain the company logo/name on the vehicles.
- M. Vehicle Registration, Licensing, and Inspection. All vehicles used by Contractor in the performance of services under this Agreement shall comply with all registration, licensing, and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. Contractor shall maintain copies of all certificates and reports evidencing compliance, and shall make such certificates and reports available for inspection upon request by the City Representative. Contractor shall not use any

vehicle to perform Sweeping Services that is not in compliance with applicable registration, licensing, and inspection requirements.

- N. Equipment Maintenance. Contractor shall maintain all Street Sweeping vehicles in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in good working order. A clean condition shall be free of dirt, debris, oil, grease, residue, or other foreign materials to maintain a positive image while performing work for the City.
- O. Maintenance Log. Contractor shall maintain a maintenance log for all Street Sweeping vehicles. The log shall at all times be accessible to the City via computer, or by physical inspection upon the request of the City Representative. The log shall show, at a minimum, for each vehicle the Contractor-assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.
- P. Equipment Inventory. On or before July 1, 2026, Contractor shall provide to City an inventory of Street Sweeping vehicles used by Contractor for the performance of services under this Agreement. The inventory shall indicate each vehicle by Contractor-assigned identification number, DMV license number, the age of the chassis and body, mileage, type of fuel used, manufacturer, the date of acquisition, and the maintenance and rebuild status. Contractor shall submit to the City an updated inventory annually at the request of the City Representative. Each vehicle inventory shall be accompanied by a certification by Contractor that all vehicles meet the requirements of this Agreement.
- Q. Reserve Equipment. Contractor shall have available to it, at all times, reserve Street Sweeping Service equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform Contractor's duties under this Agreement.

4.9 Labor and Equipment. Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of Contractor's obligations under this Agreement as described herein. Contractor shall at all times have sufficient backup equipment and labor to fulfill Contractor's obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities, or supervision shall be provided or paid to Contractor by City or by any service recipient except as expressly provided by this Agreement.

4.10 Protection/Restoration of Public and Private Property. Contractor shall be responsible for protecting existing improvements, adjacent property, utility and other facilities, and trees and plants from injury or damage resulting from Contractor's operations. Contractor shall repair or replace all existing improvements that are damaged or removed as a result of sweeping operations. Trees, lawns, and shrubbery that are damaged or removed because of the Contractor's operations shall be restored or replaced in nearly the original condition and location as reasonably possible.

4.11 Accidents. In addition to express provisions contained elsewhere in this Agreement, all accidents, damage to public or private property, or other noteworthy event, regardless of how minor, involving another person, private or public property, or vehicle, shall be reported to the City Representative immediately.

4.12 Service Inquiries and Complaints.

- A. Telephone Requirements. The Contractor's office shall be equipped with sufficient telephone capacity to ensure that all service-related calls received during normal business hours are answered directly by a Contractor employee. Contractor shall provide a designated telephone number and email to be published by the City and used only for City of Napa service recipients.

Contractor shall provide either a telephone answering service or a mechanical device to receive service recipient inquiries during those times when Contractor's office is closed. Calls received after normal business hours shall be addressed before 12:00 noon on the next Business Day.

- B. Emergency Contact. Contractor shall provide the City Representative with an emergency phone number where the Contractor's representative authorized to act on the Contractor's behalf can be reached outside of the required office hours.
- C. Service Complaints. Contractor shall handle all service complaints as described below. In the case of a dispute between Contractor and a Service Recipient, Contractor shall refer the matter to the City Representative for review. The City Representative shall review the matter and determine the resolution of the dispute. For those complaints related to missed sweeps that are received by Contractor by 2:00 p.m. on a Business Day, Contractor shall return to the service area and sweep the missed materials before leaving the Service District for the day. For those complaints related to missed sweeps that are received by Contractor after 2:00 p.m. on a Business Day, Contractor shall have until the end of the following Business Day to return and sweep the missed area.
- D. Reporting Requirements. Contractor shall compile data as described in this Section daily and report the following information in electronic format (both in Excel and PDF) to the City Representative on a monthly, quarterly, and annual basis:
- E. Daily Route Data. For Street Sweeping Service, Contractor shall provide the following data for each portion of the route swept. Data shall include, at a minimum, the following information:
  - a. Date of sweep
  - b. Route number
  - c. Street sweeper identification number performing each route
  - d. Name of the sweeper operator on each route
  - e. Total number of Curb Miles scheduled on the entire route
  - f. Total number of Curb Miles swept on the entire route
  - g. Beginning and ending odometer readings for the portion of the route completed
  - h. Location of Sweep Waste transfer site and/or dumpsite
  - i. Estimate of tons of debris collected and delivered to the transfer site and/or dumpsite
  - j. Estimate of volume (in cubic yards) of debris collected and delivered to the transfer site and/or dumpsite
  - k. Listing of streets not swept, and the reason for not sweeping
  - l. Location of street trees that interfere with sweeping operations
  - m. A summary report of customer service calls received by Contractor.
  - n. Contractor shall maintain GPS data for all sweeping services performed. GPS data shall be made available to the City upon request.

#### 4.13 Quality of Performance of Contractor.

- A. Contract Manager. Contractor shall designate a Contract Manager and shall provide the name of that person in writing to the City Representative by May 1, 2026, and any other time the person in that position changes. The Contract Manager shall be available to the City Representative through the use of telecommunications equipment at all times that the Contractor is providing services pursuant to this Agreement. Contractor shall provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.
- B. Street Sweeping Quality of Work. Work shall be performed by competent and experienced operators. The standards of performance which Contractor is obligated to meet are those good street sweeping practices which leave the serviced area in a debris and dirt-free condition using best management practices.
- C. Supervisor. The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to the conditions of this agreement. Supervisors and/or foremen shall maintain effective communication at all times during contract operations and must be readily available for contact throughout the performance of the work. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.

- D. Supervision of Contract. The Contractor shall be available to meet with the City Representative to determine progress and to establish areas needing attention as requested by the City. A status report of activities performed by the Contractor shall be submitted in writing to the City as requested. Any specific problem area that does not meet the requirements set forth herein shall be called to the attention of the Contractor. If not corrected, payment to the Contractor will not be made until the condition is corrected satisfactorily as outlined in the contract.
- E. Administrative Charges. In the event Contractor fails to perform the services as outlined in this Agreement, City may assess an administrative charge against Contractor and may deduct such charge from any monies due or which may become due to Contractor in the following amounts.

<b>List of Administrative Charges</b>		
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$100 per incident per service recipient
b.	Failure to clean up spillage or litter caused by Contractor.	\$200 per incident per location
c.	Failure to repair damage to customer property caused by Contractor or its personnel.	\$500 per incident per location
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$100 per incident per day
e.	Failure to have a vehicle operator properly licensed.	\$300 per incident per day
f.	Failure to maintain office hours as required by this Agreement.	\$100 per incident per day
g.	Failure to comply with the hours of operation as required by this Agreement.	\$100 per incident per day
h.	Failure or neglect to complete each route on the regular scheduled Street Sweeping Service Business Day.	\$1,000 for each route not completed
i.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$200 per incident per day
j.	Changing routes without proper notification to the City Representative.	\$1,000 per incident per day
k.	Incomplete or improper sweeping of a street.	\$100 per block (i.e., a cul-de-sac or, for any through street, the part of the street between two consecutive cross streets).

4.14 Procedure for Review of Administrative Charges, The City Representative may assess administrative charges pursuant to Section 4.13 by issuing a written notice to Contractor (“Field Observation Report”) of the administrative charges assessed, if any, and the basis for each assessment.

- A. The administrative charges assessment shall become final unless, within ten (10) calendar days of the date of the Notice of Assessment, Contractor submits a written request for a meeting with the City Representative to present evidence that the assessment should not be made.
- B. The City Representative shall review the Contractor's evidence and render a decision sustaining

or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to the Contractor.

- C. In the event Contractor does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Representative's determination shall be final, and the City may deduct the administrative charges from amounts otherwise due to Contractor.

4.15 Exercise of Rights. City's assessment or collection of administrative charges shall not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner outlined in this Agreement.

4.16 Withholding of Payment. In addition to express provisions contained elsewhere in this Agreement, City may withhold from any payment otherwise due to Contractor such amount as reasonably determined necessary to protect City's interest, or if City so elects, may withhold or retain all or a portion of any monthly payment or refund payment for any of the following reasons. City shall provide written notice to Contractor of the reason for withholding of payments. Reasons for withholding payments may be, but are not necessarily limited to:

- A. Unsatisfactory work not caused by any condition beyond Contractor's control;
- B. Contractor's failure to carry out instructions or orders of the City or its representative
- C. Execution of work not in accordance with this Agreement
- D. Claims filed by or against Contractor or reasonable evidence indicating probable filing claims
- E. Failure of the Contractor to make payments to any subcontractor for material or labor
- F. Unsafe working conditions allowed to persist by the Contractor.

4.17 Payment of Withheld Amounts. Upon Contractor's remedy of the grounds for withholding payment and demonstration of the remedy to the reasonable satisfaction of the City Representative, City shall pay all withheld amounts within ten (10) Business Days. City shall not be liable for interest on any delayed or late payment.

## 6.0 PREVAILING WAGE.

6.1 PREVAILING WAGE COMPLIANCE. This Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

- A. Prevailing Wages. Contractor must comply with the prevailing wage requirements applicable in Napa County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Contractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.
- B. Working Hours. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Contractor will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Contractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior

written authorization.

- C. Payroll Records. Contractor must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations (“**DIR**”). For each payroll record, Contractor must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Contractor must electronically submit certified payroll records as required by Labor Code section 1771.4(a).
- D. Apprentices. If the total compensation payable under this Agreement is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code section 1777.5.
- E. Compliance. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Contractor must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Contractor must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Contractor certifies as follows: “I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract.”

**EXHIBIT "B"**

**COMPENSATION RATES AND CHARGES**

1. AUTHORIZED HOURLY RATES:

Contractor will be compensated for work done as described below:

<b>Item</b>	<b>Frequency</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Annual Cost</b>
<b>Routine Sweeping of Residential Streets</b>	Once Monthly (February through September)	Curb Mile	407	\$64.50	\$210,012
<b>Enhanced Routine Sweeping of Residential Streets</b>	Twice Monthly (October through January)	Curb Mile	407	\$64.50	\$210,012
<b>Routine Sweeping of Commercial Streets (Exhibit F)</b>	Once Monthly (February through September)	Curb Mile	60	\$64.50	\$30,960
<b>Enhanced Sweeping of Commercial Streets (Exhibit F)</b>	Twice Monthly (October through January)	Curb Mile	60	\$64.50	\$30,960
<b>Routine Sweeping of Downtown Area (Exhibit C)</b>	Twice Weekly	Curb Mile	10	\$64.50	\$67,080
<b>Routine Sweeping of Caltrans Right of Way (Exhibit G)</b>	Once Monthly (February through September)	Curb Mile	4	\$64.50	\$2,064
<b>Enhanced Routine Sweeping of Caltrans Right of Way (Exhibit G)</b>	Twice Monthly (October through January)	Curb Mile	4	\$64.50	\$2,064
<b>Routine Sweeping of City Facilities and/or Parking Lots (Exhibit E)</b>	Once Weekly	Arce	10	\$39.00	\$20,280
<b>Routine Sweeping of City Corporation Yard and Corporation Yard Annex (Exhibit E)</b>	Twice Weekly	Arce	17	\$15.00	\$26,520
<b>Routine Class IV Bike Lane Sweeping Mobilization Fee</b>	Once Monthly (February through September)	Per	1	\$125.00	\$1,000
<b>Enhanced Routine Class IV Bike Lane Sweeping Mobilization Fee</b>	Twice Monthly (October through January)	Per	1	\$125.00	\$1,000
<b>Routine Class IV Bike Lane Sweeping</b>	Once Monthly (February through September)	Curb Mile	4	\$225.00	\$7,200
<b>Enhanced Routine Class IV Bike Lane Sweeping</b>	Twice Monthly (October through January)	Curb Mile	4	\$225.00	\$7,200

<b>Call outs</b>			
<b>Call Out for Mechanical Sweeper Mobilization Fee</b>	Call Out	Per	\$225.00
<b>Call Out for Mechanical Sweeper (per Curb Mile)</b>	Call Out	Curb Mile	\$125.00
<b>Call Out Mechanical Sweeper (per Hr, not to be used in conjunction with Curb Mile Rate)</b>	Call Out	Hour	\$225.00
<b>Call Out Vacuum Sweeper Mobilization Fee</b>	Call Out	Per	\$125.00
<b>Call Out Vacuum Sweeper per Curb Mile</b>	Call Out	Curb Mile	\$64.50

2. **ANNUAL RATE INCREASE.** Contractor may request an increase in the rates set forth above, on an annual basis, beginning on the first anniversary of the “Effective Date” of the Agreement and each anniversary thereafter during the term of the Agreement. Rates may be increased by the percentage equal to the rate of increase in the Consumer Price Index for the San Francisco – Oakland area as published by the Bureau of Labor Statistics for the year immediately preceding, with City’s prior written approval. Contractor would be required to provide City with at least 60 days’ advance written notice of a proposed increase. Only one (1) request may be granted per calendar year, not to exceed three (3) percent. The requested increase would only be effective 30 days after being approved in writing by the City.

3. **YEAR-END CLOSE-OUT.** Services performed through June 30th must be billed by July 15th.

Exhibit "C" – Downtown Sweeping Area

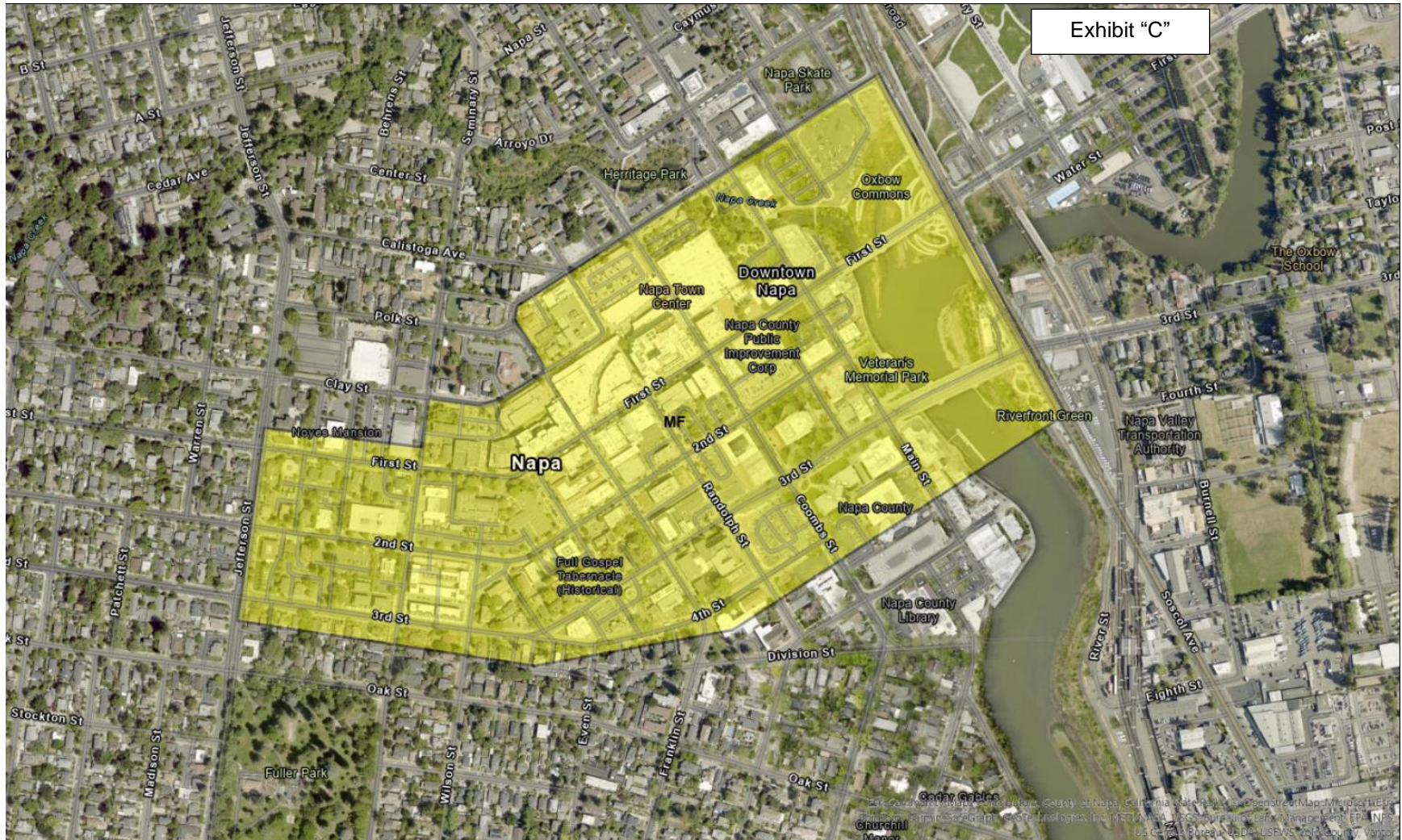


Exhibit "D" - Residential and Commercial Sweeping

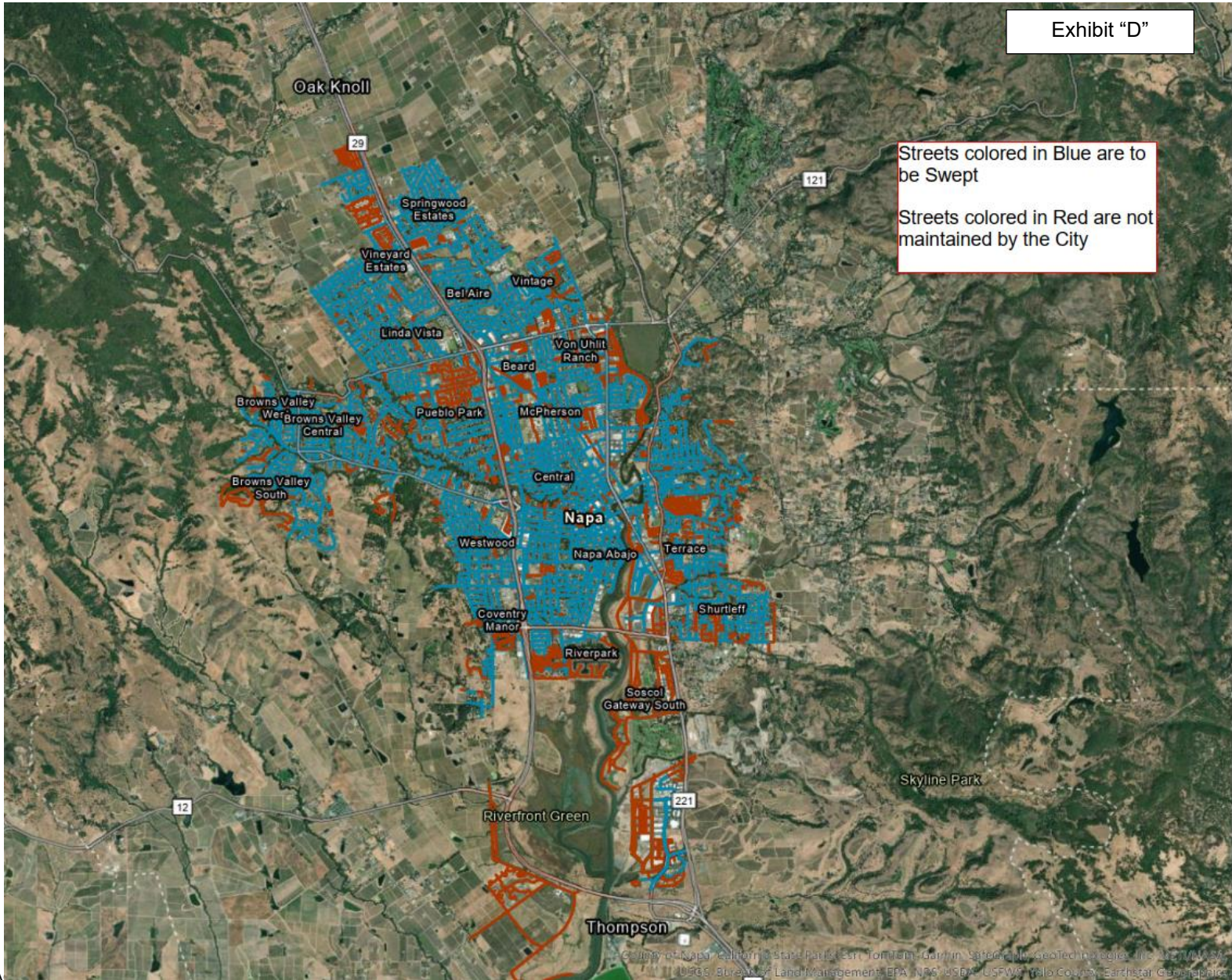


Exhibit "E" - Parking Lots and Corp Yard & Corp Yard Annex



Exhibit "F" – Commercial Streets

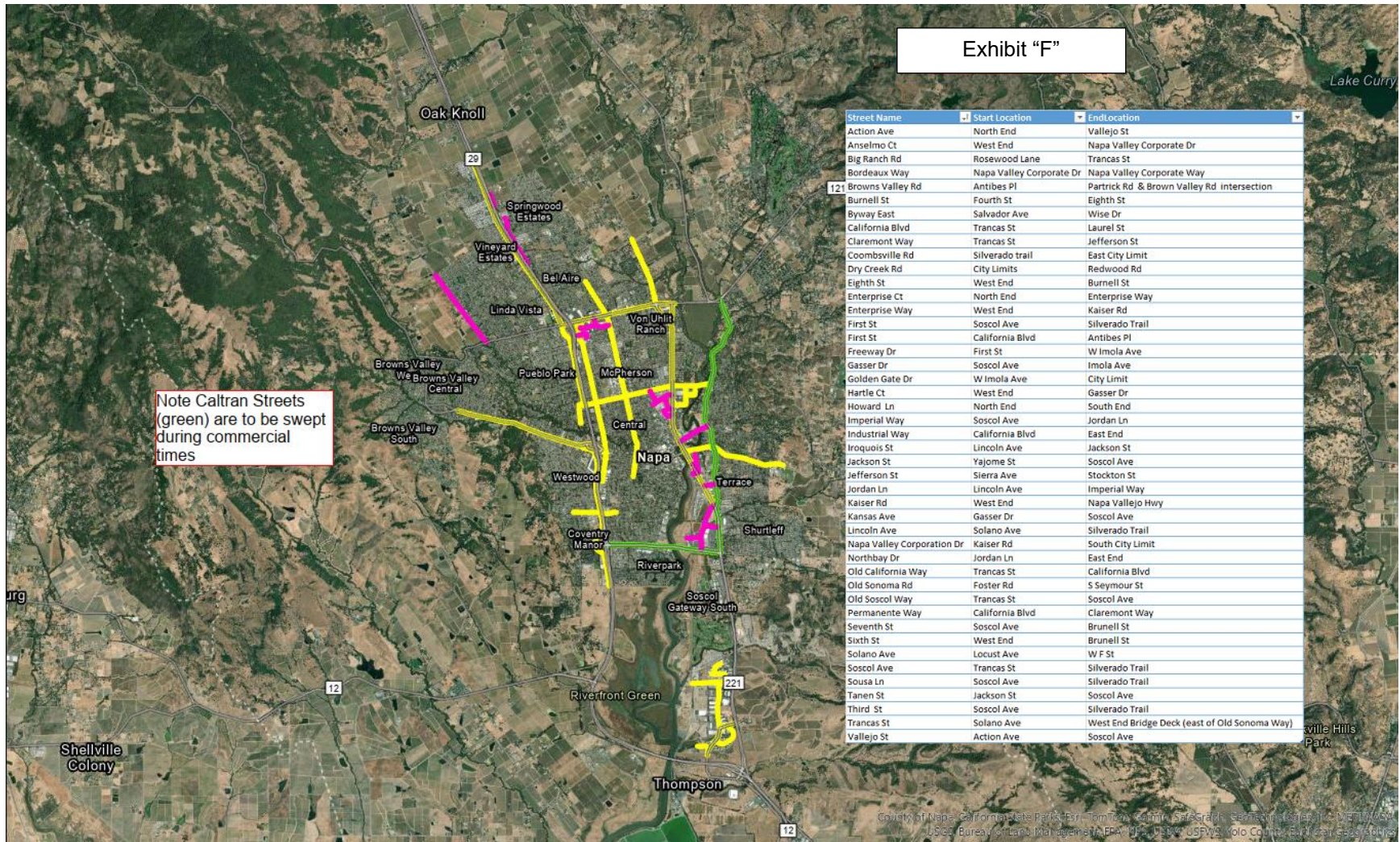
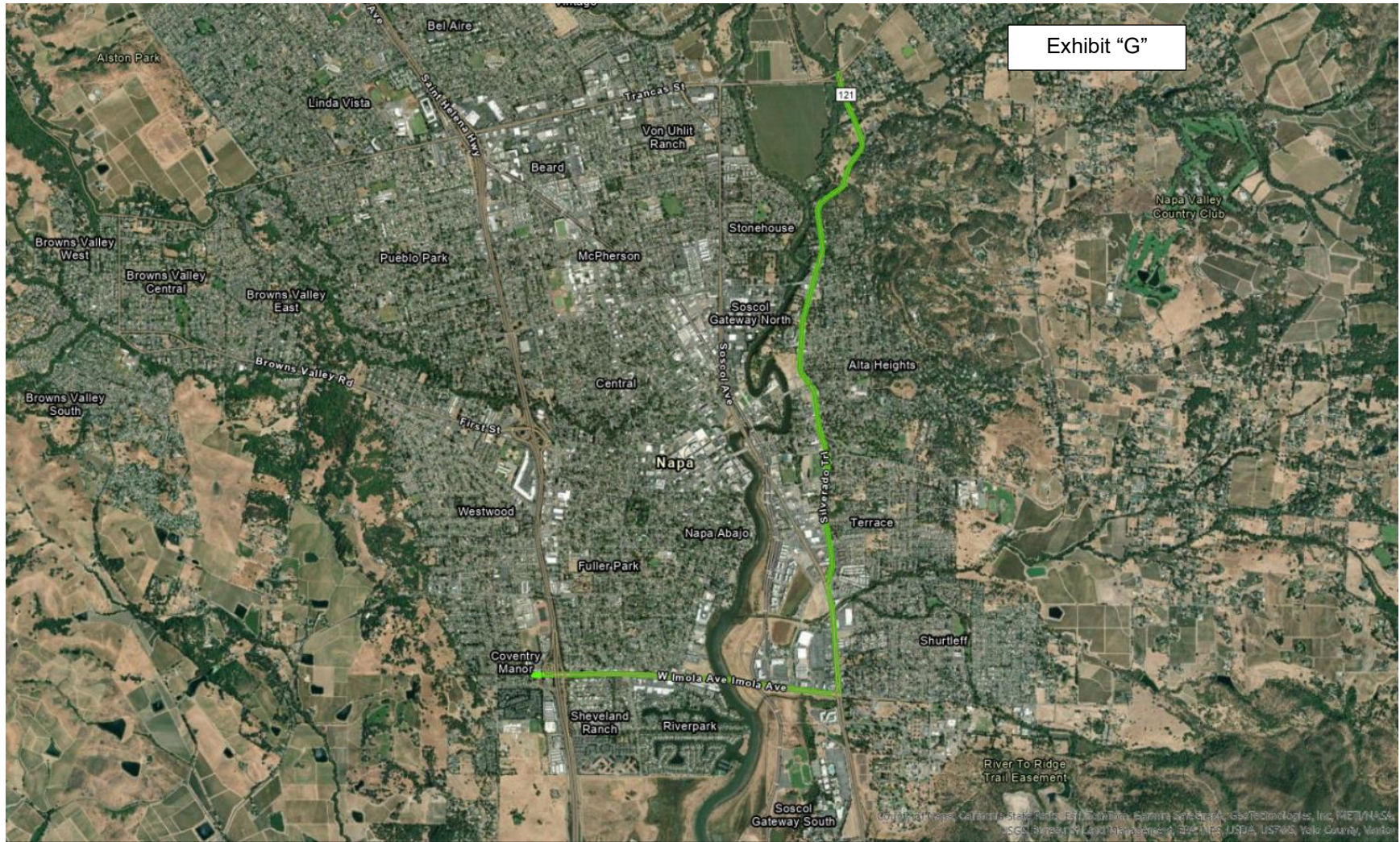


Exhibit "G" – Caltrans right of way



City of Napa Holidays

Exhibit "H" - City Holidays

Holiday
New Year's Day
Birthday of Martin Luther King, Jr.
President's Day
Farmer's Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day

If January 1st, March 31st, July 4th, November 11th, December 24th or December 25th falls on a Sunday, the Monday following is a holiday. If a holiday falls on a Saturday, the preceding Friday is a holiday.