

Item 7 Attachment C



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT
(CleanStreet)

CONTRACT SUMMARY

Name of Contractor:	CleanStreet
City Department in charge of Contract:	Public Works Department
Contact Person for City Department:	Jose Luis Hernandez
Period of Performance for Contract:	November 13, 2019 – November 12, 2022
Not to Exceed Amount of Contract:	Three Hundred Thirty Six Thousand Dollars (\$336k)
Scope of Work for Contract:	Citywide Street Sweeping Services

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

yes no - Is Auto insurance required in this contract?

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

yes no - Is Professional insurance required in this contract?

yes no - Is Workers Comprehensive insurance required in this contract?

Worker's Compensation insurance as required by the laws of the State of California.

Other: N/A

Initials: (City) BE (Contractor) RA

PROFESSIONAL SERVICES AGREEMENT
(CleanStreet)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and CleanStreet, a California Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Citywide Street Sweeping Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s October 24, 2019 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s October 24, 2019 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: November 13, 2019.
- 3.4 “Expiration Date”: November 12, 2022.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

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5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Three Hundred Thirty Six Thousand Dollars (\$336,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Rick Anderson, Director of Business Development shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

Initials: (City) AB

(Contractor) RA

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

Initials: (City) PEJ (Contractor) KA

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Initials: (City)

FB

(Contractor)

RA

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

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12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Jose Luis Hernandez
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

CleanStreet
1937 W. 169th Street
Gardena, CA 90247
Attn: Rick Anderson
Telephone: (800) 225-7316x108
Facsimile: (310) 538-8015

Initials: (City) JE (Contractor) RA

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

Initials: (City) SH (Contractor) RA

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Initials: (City)



(Contractor)



- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Initials: (City) RSJ (Contractor) RA

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"

City of Calabasas

By: 

David J. Shapiro, Mayor

Date: 12-3-19

By: 

Dr. Gary J. Lysik, City Manager

Date: 11/27/19

By: 

Robert Yalda, P.E., T.E.
Public Works Director/City Engineer

Date: 11/14/2019

Attest:

By: 

Maricela Hernandez, MMC, CPMC
City Clerk

Date: 12/9/19

Approved as to form:

By: 

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: 11/21/19

"Consultant"

CleanStreet

By: 

Jere Costello, CEO/President

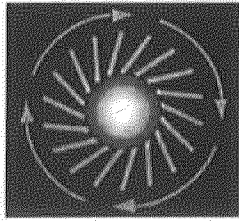
Date: _____

By: 

Rick Andersen, Dir. of Business Development

Date: 11-08-2019

**EXHIBIT A
SCOPE OF WORK**



CleanStreet
Cleaning Your Environment



STREET SWEEPING SERVICES

EXCLUSIVELY FOR

CITY OF CALABASAS

QUALIFICATION STATEMENT

OCTOBER 24, 2019

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x108

COPY

SCOPE OF SERVICES



CleanStreet will furnish all labor, equipment, materials, and supervision to perform street sweeping as described herein, including, but not limited to, the following:

Using a modern regenerative air street sweeper, thoroughly sweep each improved street in the City of Calabasas two times per month.

CleanStreet will sweep 79 curb miles of residential streets bi-weekly. This sweeping will take place on Mondays, Tuesdays, and Wednesdays of every week. 31 curb miles of arterials will be swept weekly, at times not to interfere with high traffic flow times or commercial establishments. The City hall and tennis club will be swept weekly.

CleanStreet will adopt the City's present schedule exactly. All sweeping activities shall be completed by 5 p.m., Monday through Friday.

All intersections and median noses will be swept and maintained in a debris-free state. Streets with raised medians (commercial and residential) shall have their curb perimeter swept, including turnouts. Streets with painted medians will be swept in their entirety.

CleanStreet will sweep all parking lots, according to the cities current schedule. Any areas inaccessible to the street sweeper, such as street ends and portions of parking lots will be hand-swept or blown with a hand blower.

Staffing on the City of Calabasas will consist of one full-time street sweeper operator. This will enable CleanStreet to complete posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

Areas shall not be swept on the same day as trash pickup. All sweeping will be scheduled after trash pickup.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 8:00 am to 5:00 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SCOPE OF SERVICES



Weekly Labor Hours

Arterials:	9
Residential:	24
Parking Lots:	1.5
Total	34.5* hours

*These are averages per week. During leaf season, additional hours will be needed.

Implementation Timeline

CleanStreet is the current street sweeping contractor for the City of Calabasas so no implantation timeline is needed. If CleanStreet is awarded the new contract there will not be a disruption in service.

Supervisors

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and perform job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

CleanStreet knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping program is a great value when you consider the cost and negativity generated by complaints.

Operators

Our first step is to educate our operators as to what is accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leafs, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SCOPE OF SERVICES



CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers

The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where often time's operational and sometimes financial decisions are made.

When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

Disposal of Refuse and Debris

CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the City. We will haul it to a legally established area for the disposal of solid waste.

Storage facilities

CleanStreet will utilize their own storage facilities for all of the sweepers.

Equipment

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher and the sweeper's cell phone to ensure proper action is taken.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SCOPE OF SERVICES



Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

We utilize will utilize 1 Tymco 600 as needed for the city of Calabasas. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice* BMP in storm water regulations which get the debris off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be propane powered Tymco street sweepers compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup operators will be available at all times. In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Routing

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

Reports

The attached report is a sample of what our drivers complete for other locations. In order to suit the City, a tailor-made form will be created if awarded to CleanStreet. The following items will be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

Sample Form on next page.

SCOPE OF SERVICES



City of _____
STREET SWEEPING WEEKLY REPORT
 FOR MONTH OF _____

DATE: _____

WEEK BEGINNING: _____

WEEKLY TONNAGE: _____

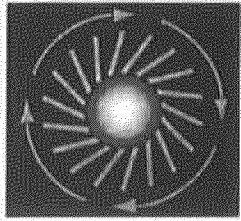
CONTRACTOR: **CleanStreet**
 1997 W 169th Street
 Gardena CA 90247

DAY	CURB MILES SWEEP			SCHEDULED CURB MILES MISSED AND REASON	MAKE - UP DATE	NUMBER OF COMPLAINTS
	SCHEDULED CURB MILES	MISSED CURB MILES	CURB MILES SWEEP			
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
ALLEYS						
CURB MEDIAN						
TOTALS						



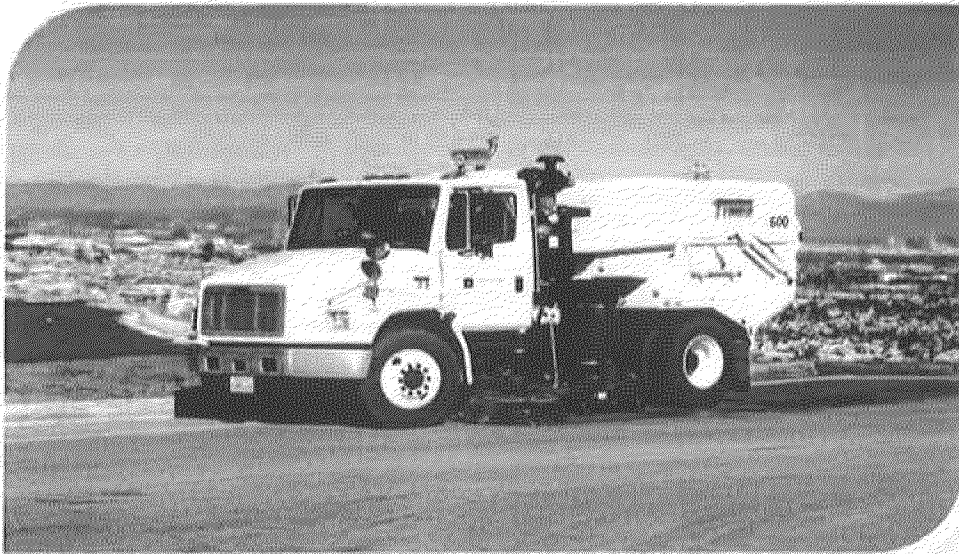
(800) 225-7316 x108
 1937 W. 169th Street
 Gardena, CA 90247

**EXHIBIT B
APPROVED FEE SCHEDULE**



CleanStreet

Cleaning Your Environment



STREET SWEEPING SERVICES

EXCLUSIVELY FOR

CITY OF CALABASAS

FEE SCHEDULE

OCTOBER 24, 2019

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x108

COPY



Streets Swept on Wednesday

1. Park Granada Blvd (south side) – between Park Capri and Park Sorrento.
Posted 8:00 a.m. to 11:00 a.m.
2. Park Sorrento (north side) – between Park Granada and 23459 Park Sorrento.
Posted 6:00 am to 7:00 am.
3. Park Mirasol (west side) – from Park Sorrento south to the end of the cul-de-sac.
Posted 8:00 a.m. to 11:00 a.m.
4. Park Sorrento (north side) – between 23459 Park Sorrento and 23351 Park Sorrento.
Posted 8:00 am to 9:00 am.
5. Alizia Canyon Dr (north side) – from Ruthwood to the end of the cul-de-sac.
Posted 9:00 a.m. to 11:00 a.m.
6. Agoura Rd (south side) – from Lost Hills Rd to 26520 Agoura Rd.
Posted 7:00 am to 9:00 am.

Fee Schedule

No.	Item Description	Est Quantity	Unit	Unit Price	No. of Cleanings / Yr	Annual Cost
1	Bi-weekly: Residential streets per General Scope of Services, Pg 7	79	Curb Mile	\$27.00	26	\$55,458.00
2	Weekly: Arterials per table, Pg 19	31	Curb Mile	\$25.50	52	\$41,106.00
3	Weekly: City Hall parking lot per General Scope of Services, Pg 7	N/A	LS / Wk	\$40.00	52	\$2,080.00
4	Tennis & Swim Center per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.00	52	\$1,300.00

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.



CITY of CALABASAS

Schedule Total (Annual Contract Amount): \$ 99,944.00

Schedule Total (Annual Contract Amount in words):

Ninety nine thousand, nine hundred-forty four.

CleanStreet

(Company Name of Bidder)

10/25/2019

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marron Insurance Services/Global Risk, LLC 1891 N. Gaffey Street, Suite 203 San Pedro, CA 90731 License #0E63455	CONTACT NAME: PHONE (A/C, No, Ext): 310-514-8425 FAX (A/C, No): 310-514-8688 E-MAIL ADDRESS: becky@marronins.com														
INSURED CleanStreet, Inc. DBA: California Street Maintenance 1937 W 169th Street Gardena, CA 90247	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : United States Fire Insurance Company</td> <td style="text-align: center;">21113</td> </tr> <tr> <td>INSURER B : Alaska National Insurance Company</td> <td style="text-align: center;">38733</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Fire Insurance Company	21113	INSURER B : Alaska National Insurance Company	38733	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		506-896201-8	04/01/19	04/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		506-896201-8	04/01/19	04/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			523-809816-3	04/01/19	04/01/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	19DWS08875	04/01/19	04/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Calabasas and it's officers, agents and employees are Additional Insured to the extent provided by the policy language or endorsements issued or approved by the insurance carrier. Coverage provided is primary and non-contributory.
****10 Day notice will apply for non payment of premium.****

CERTIFICATE HOLDER City of Calabasas Attn: Pauline Rubio-Brownell 100 Civic Center Way Calabasas, CA 91302-4112	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 20px;"> </div>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED</p>	<p>ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED	ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THIS POLICY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization

Blanket Waiver:

Any person or organization for whom the insured has agreed, by written contract, to furnish this waiver.

SCHEDULE

Job Description

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. The information below is required only when this endorsement is issued subsequent to commencement of the policy.

Endorsement Effective 04/01/19 - 04/01/20

Policy No. 19D WS 08875

Insured Cleanstreet, Inc.

Endorsement No. 5

Countersigned By _____

506-896201-8
CLEANSTREET, INC.
DBA: CALIFORNIA STREET MAINTENANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies a person or organization who is an "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Legal Name and Address of Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED

ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

The person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

If the person or organization shown in the Schedule qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form, the insurance provided to the additional insured is primary and non-contributory for any liability arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

ACTION AGENDA
WEDNESDAY, NOVEMBER 13, 2019

CLOSED SESSION: – 6:15 P.M.

OPEN SESSION: – 7:01 P.M.

ROLL CALL: – *All Present*

ADJOURN IN MEMORY

- Former Library Commissioner, Karen Brown

PRESENTATIONS

- To Barry Goldberg, President of San Fernando Valley BAR Association
- By Ryan Correia, LVUSD regarding vaping
- Award from LA Section of American Society of Civil Engineers (ASCE) for Las Virgenes Creek Restoration Project – Phase II
- America in Bloom Awards

ANNOUNCEMENTS/INTRODUCTIONS:

ORAL COMMUNICATIONS – PUBLIC COMMENT:

CONSENT:

1. Approval of meeting minutes from October 23, 2019 – **APPROVED**
2. Approval of Memorandum of Understanding between the Los Angeles County Flood Control District, the County of Los Angeles and the Cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program and necessary reports for the Malibu Creek Watershed, and special study to address technical and regulatory issues in attainability and applicability of Malibu Creek Watershed Nutrient and Benthic Community total maximum daily loads – **APPROVED**
3. Recommendation to approve a professional services agreement with Fehr & Peers for the development of criteria and methodologies to comply with Senate Bill 743, Traffic Analysis Requirements and Update of the Circulation Element in the General Plan in the amount of \$125,994 – **APPROVED**

4. Recommendation to approve a professional services agreement with Siemens Mobility, Inc. to provide Citywide traffic signal maintenance services for a three-year term in an amount not to exceed \$270,000 – **APPROVED**
5. Recommendation to approve a professional services agreement with Cleanstreet for Citywide street sweeping services for a three-year term in an amount not to exceed \$336,000 – **APPROVED**
6. Recommendation to approve two separate rate increase requests from Waste Management: 1) establish a commercial recycling rate at 50% of the solid waste collection rate and 2) increase residential service rates by \$1.96 per unit per month to accommodate for increased organics waste processing as a result of Assembly Bill 1594 – **PULLED FROM AGENDA**
7. Adoption of Resolution No. 2019-1655, amending the Ticket and Pass Distribution Policy – **APPROVED**
8. Adoption of Resolution No. 2019-1656, adopting a City Policy limiting the City Council to use of City-issued electronic mail addresses – **SENT TO PROTOCOLS SUBCOMMITTEE**

NEW BUSINESS

9. Sheriff's Crime Report – September

No action taken on this item.

PUBLIC HEARING

10. Introduction of Ordinance 2019-372, adopting the California Code of Regulations – Title 24, the 2019 California Building Standards Code Parts 1 through 12 with local amendments thereto and the International Property Maintenance Code – **APPROVED INTRODUCTION**

INFORMATIONAL REPORTS:

11. Check Registers for the period of October 9-30, 2019

No action taken on this item.

TASK FORCE REPORTS:

CITY MANAGER'S REPORT:

FUTURE AGENDA ITEMS:

ADJOURN:

At 9:09 p.m. in memory of former Library Commissioner Karen Brown.