



AGREEMENT FOR STREET SWEEPING SERVICES

1. **PARTIES**

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and Sweeping Corporation of America (“Contractor”), a Corporation for Street Sweeping Services, and is effective on the last date signed below (“Effective Date”).

2. **SERVICES**

2.1 Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

2.2 Contractor’s duties and services under this agreement shall 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 shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall 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.

3. **TIME OF PERFORMANCE**

3.1 This Agreement begins on the Effective Date and ends on November 1, 2029 (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on the effective date and shall be completed by November 1, 2029. The City’s appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

3.2 Schedule of Performance. Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here as **Exhibit B**.

3.3 Time is of the essence for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

4. COMPENSATION

4.1 Maximum Compensation. City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$2,215,705 (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget, rates and payment terms included in **Exhibit C**, Compensation, attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

4.2 Invoices and Payments. Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

5. INDEPENDENT CONTRACTOR

5.1 Status. Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker’s compensation, or other benefits from the City.

5.2 Contractor’s Qualifications. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

5.3 Permits and Licenses. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

5.4 Subcontractors. Only Contractor’s employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

5.5 Tools, Materials, and Equipment. Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor’s business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this

Agreement is determined by a court of competent jurisdiction, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and actual attorney's fees incurred by City in connection with the above.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

7.3 Patents and Licenses. Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

7.5 Deliverables and Format. Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

Contractor acknowledges that certain documents generated or received by Contractor in connection with the performance of this Agreement, including but not limited to correspondence between Contractor and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Contractor shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

9. ASSIGNMENT

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

10. PUBLICITY / SIGNS

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance

- of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City’s confidential and proprietary Information;
 - (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

11.2 Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City’s request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

11.3 Contractor’s duties under this section are not limited to the Contract Price, workers’ compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

11.4 Contractor’s payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, or a purchase order, or other transaction.

11.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.6 This Section 11 shall survive termination of the Agreement.

12. INSURANCE

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor’s compensation or terminating the Agreement.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor’s ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

13.2 Labor Laws. Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a “public works” component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

13.3 Discrimination Laws. Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

14. PROJECT COORDINATION

City Project Manager. The City assigns Jimmy Tan as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

Contractor Project Manager. Subject to City approval, Contractor assigns Richard Anderson as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

26. NOTICES

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino Office of the City Manager 10300 Torre Ave. Cupertino, CA 95014 Attention: Jimmy Tan Email: jimmyt@cupertino.gov	To Contractor: Sweeping Corp. of America 4141 Rockside Road, Suite 100 Cleveland, OH 44131 Attention: Richard Anderson Email: randerson@sweepingcorp.com
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27. EXECUTION

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CITY OF CUPERTINO
A Municipal Corporation

CONTRACTOR

By _____

By _____

Name _____

Name Brad Becker

Title _____

Title Vice President

Date _____

Date _____

APPROVED AS TO FORM:

CHRISTOPHER D. JENSEN
Cupertino City Attorney

ATTEST:

KIRSTEN SQUARCIA
City Clerk

Date _____

EXHIBITS A - C

I. Overview

The City of Cupertino ("City") is requesting bids for a five (5) year contract from qualified contractors to perform street sweeping services on City residential and commercial streets, right-of-ways and bike lanes areas. A complete map of the City streets is included in Attachment B.

II. Background

The City was incorporated in 1955 and is located in Santa Clara County, approximately 32 miles south of the San Francisco International Airport and directly west of the City of San Jose on the western edge of the Santa Clara Valley.

The street sweeping contract falls under the jurisdiction of the Public Works Department. The Public Works Director or his/her designee is responsible for the level of service provided by the selected contractor (Contractor).

The Contractor shall be responsible for providing all labor, equipment, disposal and documentation necessary to perform street sweeping services on a weekly basis, including:

1. Sweeping all public arterial, collector, residential and commercial streets, alleys, cul-de-sacs and median island curbs.
2. Sweeping all bicycle lanes.
3. Providing additional sweeping during heavy leaf fall season, typically November 1 thru December 31. Two additional sweepings will occur each month for the locations identified under Section 9.14.

III. Site Location

The map of the street sweeping locations is included in Attachment B.

IV. Project Specifications/Requirements

Contractor shall perform street sweeping services in the City in accordance with this Invitation for Bid (IFB) on the following terms and conditions:

Definitions. In instances where these contract documents refer to "Construction," when applicable, the intent is for contract document language to imply "Street Sweeping".

- 1.1 Basic Street Sweeping Services** - Basic Street Sweeping Services shall be defined as the work required to mechanically sweep, hand sweep or vacuum all city streets (residential & commercial) excluding any additions, deletions or extra work.
- 1.2 Street** - The paved area between the normal curb line of a roadway, whether an actual curb exists or not.
- 1.3 Curb Mile** - Curb Mile shall be defined as the distance the sweeper machine travels with an effective sweeping width of eight (8) feet from either the curb face or edge of pavement.
- 1.4 Adverse Weather** - Sweeping is not to occur during measurable rain events or other weather events that adversely affect the efficiency of street sweeping operations. The Street Supervisor shall be the only person to decide when weather conditions are too adverse to sweep.
- 1.5 Scheduled Extra Work** - Work outside of Residential/Commercial Street Sweeping Services that may be necessary include, but are not limited to: seasonal heavy leaf fall, correcting damages due to accidents, vandalism, acts of God, spillage, sandblasting, paving preparation, and undesignated special events, which may require sweeping services during the year.
- 1.6 Emergency Extra Work** - Emergency Extra Work is defined as work outside of Residential/Commercial Street Sweeping Services that requires immediate response. Emergency Extra Work items may include but are not limited to correcting damages due to accidents, vandalism, acts of God, spillage, sandblasting, paving preparation, and undesignated special events, which may require sweeping services during the year, in an

- emergency timeframe.
- 1.7 **Holidays** - The City shall provide a list of official holidays each year in December for the following year's holidays. No sweeping will be done on holidays when the City of Cupertino is closed. No payment for street sweeping services will occur for holidays. No makeup days will be made for holidays.

Section 2 – Locations

The project is located on all City streets currently owned and maintained by the City of Cupertino, County of Santa Clara. See Attachment B for maps and locations.

Section 4 – General Requirements

- 4.1 **Work to be done.** The Work to be done consists of street sweeping of all City streets in accordance with this Scope of Work. Where the specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of first class quality are to be used.
- 4.2 **Disposal of Materials.**
1. As part of the Scope of Work included within the Contract Sum, Contractor shall have the option to dispose of non-hazardous material resulting from the Work at the City of Cupertino Service Center located at 10555 Mary Avenue ("Service Center").
 2. If contractor elects not to dispose of material at the Service Center all waste materials shall be disposed of at sites to be chosen by Contractor in accordance with all applicable local, state, and federal regulations and laws.
 3. During heavy leaf fall times, contractor will be allowed to dump at a City selected site other than the Service Center. At these times, the City will provide at no cost to the contractor roll off bins that will be loaded periodically by City personnel.
- 4.3 **Servicing of equipment.** Contractor may not use the Service Center to make major repairs of sweeping equipment. Minor repairs of limited duration and switch out of brooms are permitted.
- 4.4 **Order of Work.** Contractor is required to follow the established days of sweeping indicated in the contract documents.

Section 5 - Labor Provisions

- 5.1 **Hours of Labor and Work.**
1. This contract is expected to begin on November 1, 2024 and sweeping will commence on this same date.
 2. The Contractor shall diligently perform the work and said work shall be completed on the specified days and at the specified times, excluding holidays.
 3. Residential sweeping shall be between 7:30 a.m. and 3:30 p.m. on the days shown on the map. Commercial sweeping shall be between 12:00 a.m. and 5:00 a.m. as noted on the schedule. Some residential streets are posted with the time restrictions for sweeping. The Contractor must comply with these restrictions.
 4. The Cupertino Municipal Code, Chapter 10.48, Community Noise Control applies to this contract.
 5. Holiday: The City will provide a list of observed holidays each year in December for the following year's holidays.
- 5.2 **Weekly Progress Meeting.** City will schedule and administer weekly progress meetings throughout the first month of sweeping services, or as needed, to determine compliance

with these contract documents.

Section 6 – Contractors Qualifications

The Contractor bidding on this project must have experience providing street sweeping services, preferably for a City comparable to Cupertino in size. For a bid to be considered responsive to this Invitation for Bids, the bidder shall demonstrate experience in municipal street sweeping.

Section 7 – Estimated Quantities

<u>Item</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>
1	Residential/Commercial Street Sweeping		
	a. Residential Street Sweeping	12	Per Month
	b. Commercial Street Sweeping	12	Per Month
2	Scheduled Extra Work Street Sweeping	45	Curb Mile
3	Emergency Street Sweeping	2	Hour
4	Class IV (“Protected Bike Lanes”)	10.47	Curb Mile

Section 8 – Explanation of Bid Items

The price bid per unit measure of work shall include all costs of labor, equipment, incidentals, overhead costs and direct expenses and materials necessary for maintenance to satisfactorily complete street sweeping services in accordance with these Contract documents.

Any item shown on the details or described in these provisions and not specifically listed as a bid item shall be considered as included in the various bid items and no special compensation will be allowed.

BID ITEM NO. 1 - RESIDENTIAL/COMMERCIAL STREET SWEEPING (LS)

This unit price bid item shall include all cost for labor, equipment and materials for sweeping residential/commercial streets as specified in the contract documents and as shown on the “Residential Street Sweeping Map”. The monthly lump sum to sweep 696 miles of City streets for this bid item shall include but not necessarily be limited to the following.

- 8.1** The Contractor shall sweep each residential street 2 times per month, except in the case of adverse weather conditions as determined by the Street Supervisor. (Approximately 534 curb miles per month)
- Residential sweeping shall be between 7:30 a.m. and 3:30 p.m.
 - Attachment, "Residential Street Sweeping Map -Areas A through H", specifies the established areas and curb miles per area for all City residential streets.
 - Some residential streets are posted with specific time requirements for street sweeping. The Contractor must comply with these restrictions as indicated in Attachment, "Residential Street Sweeping Time Requirements".
 - Stevens Canyon Road from Ricardo Road to South City limit sign is not included in this contract.
 - Attachment, "Residential Street Sweeping Map - Areas A through H" indicates the areas and respective miles per each area. The miles given are estimates and the 534 curb miles per month are approximate.
 - Sweeping shall include both outside gutter area, or if no gutter, up to the edge of pavement, and minor median dividers.
 - Specific areas such as some cul-de-sacs or other hard to reach areas may require hand sweeping of the comers or have situations where debris must be vacuumed into the sweeper.
- 8.2** The Contractor shall sweep commercial streets including median islands 4 times per month (approx. 162 curb miles per month). It is anticipated that additional curb miles of commercial streets will require sweeping of a greater frequency during seasonal heavy leaf fall events. For these events, the Street Supervisor shall authorize additional street sweeping to be compensated under Bid Item No. 3, Scheduled Extra Work Street

- Sweeping.
- Commercial sweeping shall be between 12:00 a.m. and 5:00 a.m. as noted on the schedule unless otherwise authorized by the Street Supervisor.
- Commercial sweeping includes the sweeping of all shoulders and medians located on all bridges or overpasses located in the City. Sweeping frequency shall be as specified for the respective sweeping area.
- Sweeping shall include both outside gutter area (approximately 116 curb miles per month) and median curb (approximately 46 miles per month) areas unless otherwise specified.
- Contractor shall sweep the rear of the Service Center lot once per month on the first week of the month.

8.3 No payment for street sweeping services will occur during adverse weather for either residential or commercial street sweeping. The lump sum monthly amount submitted in Bid Item No. 1 will be divided by the 696 miles (street curb miles to be swept monthly) to determine the cost per mile swept. The curb miles within the area not swept during adverse weather will be multiplied by the cost per mile swept to determine the amount to be deducted from the lump sum monthly amount submitted in Bid Item No. 1.

8.4 The City reserves the right to add or delete curb miles and to increase or reduce the sweeping frequency called for in these Contract Documents. The lump sum monthly amount submitted in Bid Item No. 1 will be divided by the 696 miles (street curb miles to be swept monthly) to determine the cost per mile swept. Added or deleted curb miles will be multiplied by the cost per mile swept to determine the amount to be added or deducted from the lump sum monthly amount submitted in Bid Item No. 1. The cost per curb mile for additions or deletions will dictate the maximum increase that will be allowed for additional miles and/or for additional frequency. That amount will also dictate the minimum reduction in monthly cost for deletion of curb miles and/or decrease in sweeping frequency.

BID ITEM NO. 2 - SCHEDULED EXTRA WORK STREET SWEEPING (CURB MILE)

This unit price bid item shall include all cost for labor, equipment and materials for scheduled extra work sweeping of streets as specified in the contract documents. The Contractor may be required to sweep certain areas at times and during months other than stated and specified in these Special Conditions. Scheduled extra work shall be completed within 48 hours of notice by the City unless otherwise agreed. Compensation will be per curb mile swept or \$500, whichever is greater, per scheduled extra work event.

BID ITEM NO. 3 - EMERGENCY STREET SWEEPING (HOURLY)

This unit price bid item shall include all cost for labor, equipment and materials for sweeping streets when deemed an emergency, to the specifications of these contract documents. Contractor response to the site shall be within 2 hours or less. Compensation will be hourly, with the City paying a minimum two (2) hour rate for each emergency request.

BID ITEM NO. 4 - CLASS IV (“PROTECTED”) BIKE LANES (CURB MILE)

This unit price bid item shall include all cost for labor, equipment and materials for sweeping Class IV (“Protected”) bike lanes on streets as specified in the contract documents.

- Each bike lane will vary in width from 5'-7', and may have limited access.
- This contract includes 5.24 curb miles of Class IV bike lanes to be swept 2 times monthly for a total of 10.47 curb miles.

ALTERNATE BID ITEM NO. 1 – REDUCE RESIDENTIAL STREET SWEEPING TO ONE TIME PER MONTH

This unit price bid item shall include all cost for labor, equipment and materials for sweeping residential streets as specified in the contract documents and as shown on the “Residential Street Sweeping Map”. The scope of services for this alternate bid item shall be to sweep each residential street 1 time per month instead of 2 times per month as noted in Bid Item 1. All other requirements noted in Bid Item No. 1 remain the same.

Section 9 – Street Sweeping Requirements

- 9.1** The Contractor will clean all streets, at the frequency specified in these contract documents, currently owned and maintained by the City.
- 9.2** Sweeping of streets listed shall be accomplished in accordance with the routes and schedules identified in Attachment B. Routes and sweeping schedules shall not be modified without prior written approval by Street Supervisor.
- 9.3** The Contractor will not be required to return to sweep an area previously blocked by parked vehicles.
- 9.4** Contractor is required to coordinate with City Code Enforcement at 408-777-3182 regarding any schedule changes affecting time restricted streets.
- 9.5** The sweeper operator must check in and out daily with the Street Supervisor and confirm the area to be swept and to notify of completion.
- 9.6** The Contractor must have a supervisor or foreman available for communication at all times to direct operations.
- 9.7** The sweeper operator shall notify the Street Supervisor of breakdowns or problems in an area of sweeping. Notification by way of cell phone (at the Contractor's expense) is acceptable.
- 9.8** The Contractor must timely respond to all complaints registered with the City on a daily basis.
- 9.9** The Contractor shall operate the sweepers between four and five miles per hour when sweeping, unless it can be proven to the satisfaction of the Street Supervisor that the sweeper can operate at a higher speed and still operate efficiently.
- 9.10** If items such as large stones, tree limbs, wood, cables and other materials too large to be picked up are found, these locations shall be reported to the City Service Center at 408-777-3269.
- 9.11** The Contractor shall submit a Monthly Sweeping Log for each area swept to the City by the first 15th of the following month. The log shall include daily starting and ending odometer readings, cubic yards of material collected and type of sweeper used. A separate log shall also be used for any additional work items performed. A monthly statement template form or an acceptable proposed form will be provided and approved, respectively, and may be modified at any time at the discretion of the City pursuant to the National Pollutant Discharge Elimination System Bay Area Municipal Regional Permit regulations and requirements.
- 9.12** The Contractor shall utilize adequate amounts of water to conduct street sweeping services. No dry sweeping shall be allowed unless authorized by the City. Water for dust control must be metered. Contractor is responsible for obtaining water meter(s) from either/both California Water Company and/or San Jose Water Company. Compensation for the required separate payment for water shall be considered as included in the scope of work for basic sweeping service, and no separate payment will be made.
- 9.13** All deposits of dirt, rock, glass, cans, leaves, sticks, papers, or any like materials within the areas to be swept, per the terms of this Contract, and of a size which can be practically removed by "PM-10 Certified" sweeper shall be removed and disposed of in a manner and at a location approved by the City. The Contractor may dump all debris at City of Cupertino Service Center located at 10555 Mary Avenue. As noted in these contract documents, an additional disposal area will be established and maintained by the City during seasonal leaf fall events. Contractor to ensure debris piles are contained. Contractor is not required to load debris into bins.
- 9.14** During the heavy leaf fall season, typically November 1 thru December 31, two additional sweepings will occur each month. An additional sweeper (s) is required for this sweeping. A list of streets are in Attachment B. These additional sweepings shall occur on opposite weeks of regularly scheduled sweepings, but on the same day of the week as scheduled sweeping occurs. The Contractor may use a mechanical or vacuum sweeper first, and then followed by a "PM-10 Certified" sweeper during heavy leaf build up as required by the Street Supervisor. Three general areas in the City experience heavy seasonal leaf fall. These areas include:
- The "Rancho Rinconada" area of the City approximately bounded by Tantau Avenue on the west, Sterling Boulevard on the east, Bollinger Road on the south and Stevens Creek Boulevard on the north.
 - The "East Estates" area of the City approximately bounded by Blaney Avenue on the west, Miller Avenue on the east, Bollinger Road on the south and

Stevens Creek Boulevard on the north.

- The "Vallco" area of the City approximately bounded by Wolfe Road on the west, Tantau Avenue on the east, Stevens Creek Boulevard on the south and Homestead Road on the north.

These three areas and other streets adjacent to these areas will have one (1) separate leaf disposal area established by the City within approximately one mile of these boundaries. The disposal area will consist of roll off bins maintained by the City. No other City support is provided for the collection of leaves. Other localized areas of seasonal heavy leaf fall occur within the City. These other locations are to have street sweepings disposed of at the Service Center located at 10555 Mary Avenue. Contractor must, at the onset and throughout heavy leaf fall events, provide all sweeper trucks necessary to effectively sweep all City streets free of leaves and any other specified debris per the established sweeping schedule. No additional payment will be due to the contractor for the addition of needed sweepers to meet this requirement.

9.15 The Contractor will provide fuel and maintenance for all vehicles and for equipment.

9.16 The City will reserve the right to accompany the driver to inspect sweeper operation at any time.

Section 10 – Equipment

The equipment to be used to complete the sweeping must conform to the following requirements:

- 10.1** The Contractor must have proof of ownership, or a signed lease for the duration of the contract.
- 10.2** Sweeper equipment must be properly registered, licensed and insured in accordance with California State Motor Vehicle Laws and a copy must be left at the Service Center. Equipment must conform to all federal, state and local safety regulations.
- 10.3** Sweeper equipment must be in conformance for the duration of this contract with all State, Federal and Bay Area Air Quality Management requirements.
- 10.4** All sweeper equipment must not be over five (5) years old at the time of bid and for the duration of the Contract, unless approved by the Director of Public Works or his/her designee.
- 10.5** Sweeper equipment must be in excellent working condition and kept that way throughout the life of the Contract. The outside body must be free from dents and large scratches. Paint must be well maintained. Regularly inspect machines for leaks and repair immediately. Sweepers must be able to consistently meet the schedule requirements for the entire City
- 10.6** All sweeper equipment shall be subject to the approval of the City. All sweeping equipment shall have appropriate safety markings consisting of highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with the State Vehicle Code and approved by the City.
- 10.7** Sweepers must be "PM-10 Certified," as defined in the South Coast Air Quality Management District (SCAQMD) Rule 1186, based on their ability to pick up and capture small dust particles (PM-10 indicates particles of 10 microns or smaller). Contractor may use mechanical, regenerative air or vacuum sweeper meeting this specification. The contractor may use a non-"PM-10 Certified" sweeper to facilitate Fall leave collection.
- 10.8** Sweeper equipment must be equipped with an efficient water spray system for dust control and the spray system must be maintained in good operating condition at all times.
- 10.9** All street sweepers shall be equipped with automatic vehicle location device (Geographic Positioning System (GPS)) and management system that will report all street sweeping activity to the City and to the contractor in real time. The system must be internet-based, compatible and accessible with existing Service Center computer hardware, and allow City staff to monitor real time progress and provide monthly report capacity for each street sweeper. Reports are to indicate date and start/stop time of service, vehicle speed, location, idle time, engagement of sweeping mechanism, mileage and route.
- 10.10** The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted.
- 10.11** It is desired that the contractor provide sweeper equipment with the ability to dump directly into either a roll off debris bin or truck of minimum 84" height.
- 10.12** A sufficient supply of spare brooms and other parts for sweeper equipment shall be kept readily available to ensure the timely and continuous fulfillment of this Contract.
- 10.13** Sweeper equipment must be equipped with dual gutter brooms not shorter than 7" and

main broom not shorter than 8" capable of sweeping at minimum an 8 foot path, or a vacuum sweeper that is approved by the Street Supervisor

- 10.14** All required sweeper equipment maintenance, parts and fuel necessary to complete this Contract is to be solely provided by and at the expense of the Contractor.
- 10.15** All major mechanical problems must be corrected at a location other than the Service Yard or City street.
- 10.16** Before sweeping equipment is used on extra work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to City, in duplicate, a description of the equipment and its identifying number.

Section 11 – Callbacks

Whenever, in the opinion of the City, a section of street is inadequately swept, the Contractor shall, within 24 hours after notification, re-sweep the section in question and may, at the discretion of that City, forfeit as a penalty of One Hundred Dollars (\$100.00) for each time a street is inadequately swept. No additional payment will be made for callbacks as a result of inadequate sweeping.

Section 12 – Term of Contract

The term of this contract shall not exceed five (5) years from the start date of the contract. The City shall retain the option to extend the term of the contract for an additional one (1) to five (5) years, for a possible total of ten years. Contractor performance will be documented weekly by the Street Supervisor, with deficiencies communicated to the Contractor. An annual review of contractor performance will be completed by March 31st of each year. Satisfactory performance will be achieved if annual callbacks are less than \$1,000 and annual weekly sweeper log statement assessments are less than \$200.

Any such renewal after the initial term shall be accomplished by the City providing a written notice of renewal to the Contractor at least 90 days prior to expiration of the term. Any such renewal shall contain the same provisions as the original contract, and a negotiated increase or decrease in compensation paid to the Contractor. Any increase or decrease in the previous contract price shall not exceed the annual percentage change in the Consumer Price Index (CPI) as of June of the year the adjustment is being made. The CPI shall be the San Francisco/Oakland/San Jose Consumer Price Index for all urban wage earners. There will be no CPI adjustment during the initial term of the agreement.

At the end of the initial twelve months of the contract period, and each anniversary thereafter for the duration of the contract, the unit prices on the Schedule of Bid Prices will be increased or decreased in direct proportion to the increase or decrease in the Consumer Price Index (CPI). The most recent CPI for June San Francisco/Oakland/San Jose area for all urban wage earners shall be used.

The City reserves the right to terminate this contract due to the failure on the part of the Contractor to perform any provisions of this contract.

Section 13 – Items and Work Not Specifically Included in a Description

Any and all items and/or work required for in Contractor to perform the scope of work and/or specifications, but not specifically included in a description or a specific bid item, shall be included by the bidder in one (1) or more of the bid items. No special compensation will be allowed. This includes, but is not limited to, such items as flagmen, and the providing of all safety requirements or work and materials required to provide public convenience and public safety, utility coordination, barricades, lights, pedestrian walkways, damage to private property, etc.

Prior to beginning any extra work for the project the Contractor is required to have a signed authorization form the City.

A foreman, lead worker and/or designated street sweeper operator must be on the job at all times while work is being performed, and must be able to speak and read English sufficiently to comprehend required instructions.

Section 14 – Public Convenience and Safety

The Contractor shall conduct their operations so as to cause the least possible obstruction and inconvenience to public. All traffic shall be permitted to pass through the work area. The maximum working speed of the sweepers shall not exceed five miles per hour, unless it can be proven, to the satisfaction of the Street Supervisor that the sweeper can operate at a higher speed and still operate efficiently.

Section 15 – Questions

Any questions regarding information for bid shall be directed to City of Cupertino, Assistant Director of Public Works, Jimmy Tan, 408-777-3269.

Section 16 – Responsibility of Contractor

The City assumes no responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, his agents or employees.

Section 17 – Payment

The Contractor shall provide the City an itemized billing by the 15th of the month for services performed in the prior month. This invoice shall include the Monthly Sweeping Log (Item 9.11).

Section 19 – Federal Acts

- 19.1 Clean Air Act.** If the Contract is for an amount in excess of \$150,000, Contractor and each Subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 19.2 Federal Water Pollution Control Act.** If the Contract is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251- 1387) apply to this Contract and are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 19.3 Procurement of Recovered Materials.** The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of \$10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V. Estimated Project Timeline

The contract term shall be as indicated under Section 12.

VI. Attachment B - Exhibits

B1. Streets Posted for Street Sweeping Enforcement

B2. Street Sweeping Schedule

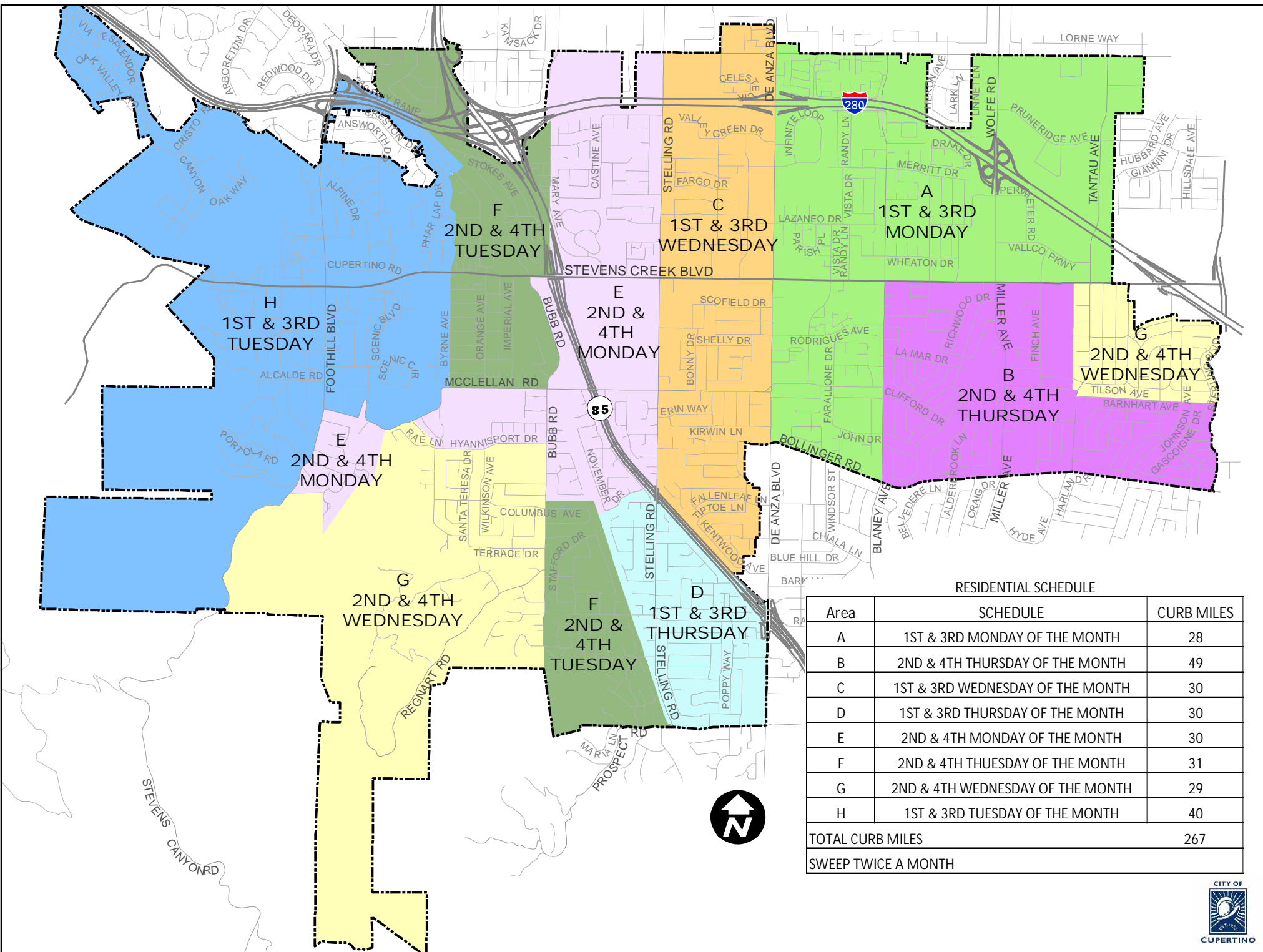
B3. Commercial Sweeping Streets

B4. Class IV Bike Lanes

B5. Heavy Leaf Fall Sweeping

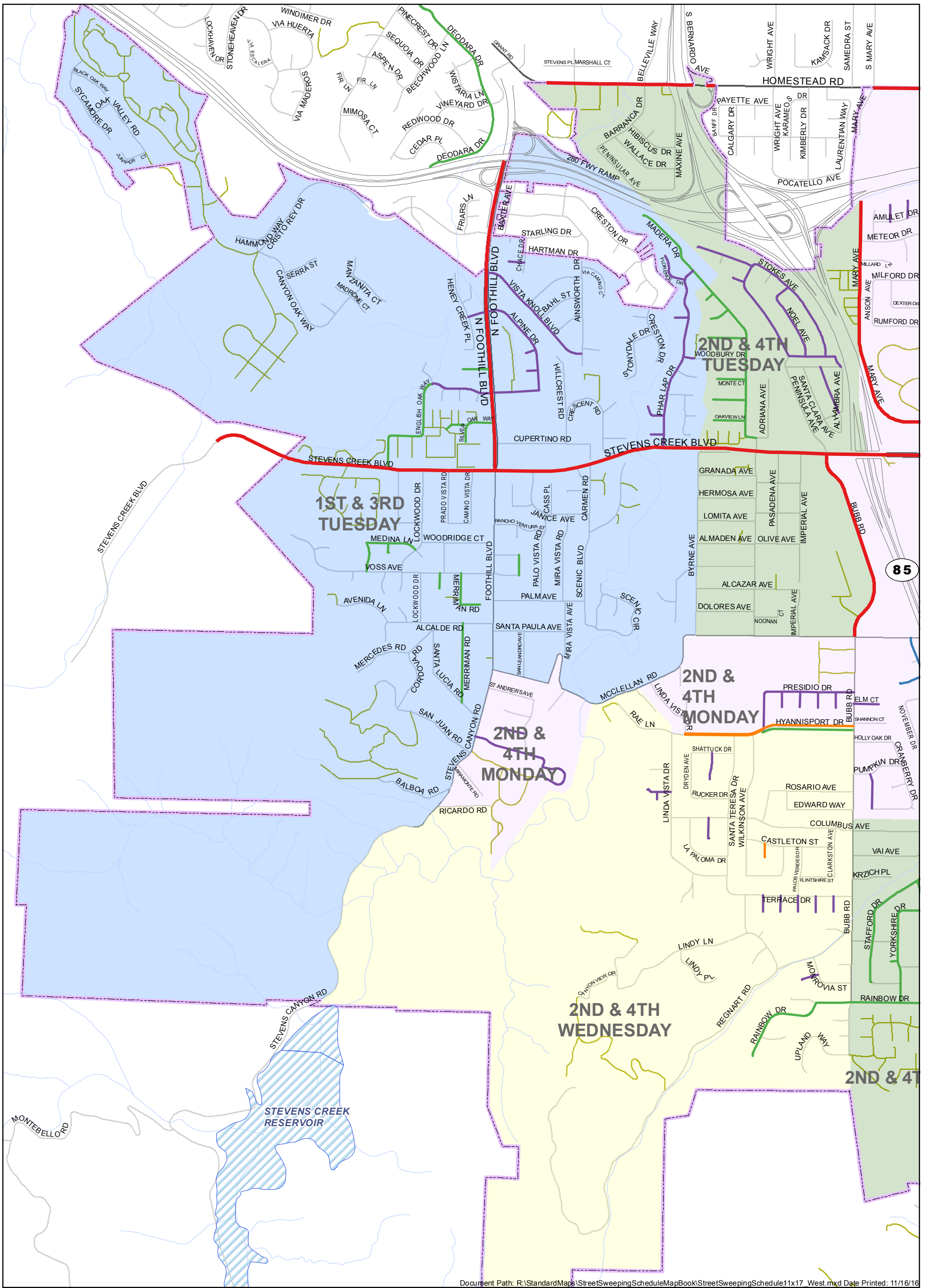
STREETS POSTED FOR STREET SWEEPING ENFORCEMENT

A	E	H	F	C	G	D	B
1st & 3rd Mon	2nd & 4th Mon	1st & 3rd Tues	2nd & 4th Tues	1st & 3rd Wed	2nd & 4th Wed	1st & 3rd Thur	2nd & 4th Thur
9-10:30 a.m. Bilich Pl Colby Ave Dennison Av. McLaren Pl N. Portal Ave Norwich Riedel Pl. Twilight Ct Wheaton Dr (E of Blaney)	9-10:30 a.m. Amulet Pl Gardena Dr-N Grapnell Pl Pebble Pl. Elm Ct Fort Baker Dr Liberty Ct New Haven Ct Old Town Ct Pennington Ln Presidio Dr Providence Ct Balustrol Ct Riverside Dr 9-11:30 a.m. Hyannisport-N 10-11:30 a.m. Christensen Esquire Pl Fenway Ct Gardena Ct Gardena Dr-S Hale Pl Marcy Ct 1-2:30 p.m. August Ln Fall Ct Festival Ct Kenmore Ct November Dr September Dr Carriage Cir Noble Fir Ct Red Fir Ct Roseblossom Sage Ct S. Stelling W Side(Cory Ct to Carriage Ct) White Fir Ct	9-10:30 a.m. Alpine Dr(Wes Side) Linda Ann Ct Oasis Ct Salem Av(Nort Side) Viceroy Ct Vista Knoll Dr Clearcreek Ct. Clearwood Ct Creekside Ct Florence Dr Pharlap Dr Byrne Ave West Side Not Timed 10-11:30 a.m. Madera Dr Byerly Ct California Oak English Oak Majestic Oak Poppy Dr. Silver Oak Degas Ct El Prado Wy Meadow Pl Medina Ln. Merriman Rd. Walnut Cir Walnut Cir-N Walnut Cir-S 1-2:30 p.m. 1-2:30 p.m. S. Stelling W Side(Cory Ct to Carriage Ct)	9-10:30 a.m. Beaven Dr. Benetti Ct. Dempster Empire Ave Fitzgerald Meyerholtz Ct Noel Ave Stokes Ave Alpine Dr (East Side) Salem Dr (South Side) Byrne Ave East Side & Byrne Ct Not Timed 10-11:30 a.m. Corte Madera Ln. Dos Palos Ct Gardenview Mann Dr Meadowview Monte Ct Oakview Ln Elmsford Ct Elmsford Dr Rainbow Dr. (Bubb to Stelling) Stafford Dr Yorkshire Ct Yorkshire Dr 1-2:30 p.m. 1-2:30 p.m.	9-10:30 a.m. De La Farge Dr Defoe Dr Dumas Ln Erin Wy Kim St Kirwin Ln Tiptoe Ln. Westlyn Wy: W/S Bollinger to Tiptoe E/S Tiptoe to Heatherwood 1-2:30 p.m. Beardon Ave Park Cir-E Park Cir-W Valley Green (West of Beardon)	9-10:30 a.m. Baxley Ct Bel Aire Ct Catalina Ct La Jolla Ct La Playa Ct Leavesley Pl Monterey Ct Palos Verde Ct Redondo Ct 9-11:30 a.m. Chadwick Pl Hyannisport-S (Fort Baker to Linda Vista) 10-11:30 a.m. Hyannisport-S (Bubb to Fort Baker) Rainbow Dr. (West of Bubb To Villa Maria) 1-2:30 p.m.	9-10:30 a.m. Barnhart Pl Flower Ct Jamestown Dr Squirehill Ct Added 4-5-2021 9-11:30 a.m. Aster Ln: (Rainbow to End) Oak Meadow Ct. Rainbow Dr. (East of Stelling) S. Stelling Rd (Prospect to McClellan) Hollanderry Pl Hollyhead Ln Lockford Ct Scotland Dr Squirewood Way West Hill Ct 10-11:30 a.m. Hyannisport-S (Bubb to Fort Baker) 1-2:30 p.m.	9-10:30 a.m. Brookgrove Ln Ferngrove Ln Greenwood Ct Greenwood Dr Hyde Ave. Leola Ct Miller Ave-E Richwood Ct Rosemarie Pl 10-11:30 a.m. Clifford Ct Clifford Dr. E. Estates W. Estates Dr. Lamar Ct Malvern Ct Miller Ave-W Vicksburg Dr Willowbrook Avocado Pl Deeprise Pl Mello Pl S. Portal Ave 1-2:30 p.m.
10-11:30 a.m. Baywood Ct Baywood Dr Cedar Tree Ct Deodora Dr Drake Ct Fig Tree Ct N. Blaney Pear Tree Ct Pear Tree Ln	10-11:30 a.m. Christensen Esquire Pl Fenway Ct Gardena Ct	10-11:30 a.m. Madera Dr Byerly Ct California Oak English Oak Majestic Oak Poppy Dr. Silver Oak	10-11:30 a.m. Corte Madera Ln. Dos Palos Ct Gardenview Mann Dr Meadowview Monte Ct Oakview Ln Elmsford Ct Elmsford Dr Rainbow Dr. (Bubb to Stelling) Stafford Dr Yorkshire Ct Yorkshire Dr	10-11:30 a.m. Craig Ct Nancy Ct Westacres Dr Peppertree Ln Shelly Dr Terry Wy Tula Ln Kentwood Dr Rollingdell Ct Rollingdell Dr Stanford Dr 10:30-11:30 a.m. Westlynn Wy-E/S (from Heatherwood to Bollinger)	10-11:30 a.m. Hyannisport-S (Bubb to Fort Baker) Rainbow Dr. (West of Bubb To Villa Maria) 1-2:30 p.m.	10-11:30 a.m. Hyannisport-S (Bubb to Fort Baker) Rainbow Dr. (West of Bubb To Villa Maria) 1-2:30 p.m.	10-11:30 a.m. Clifford Ct Clifford Dr. E. Estates W. Estates Dr. Lamar Ct Malvern Ct Miller Ave-W Vicksburg Dr Willowbrook Avocado Pl Deeprise Pl Mello Pl S. Portal Ave 1-2:30 p.m.
1-2:30 p.m. Camarda Ct Carol Lee Dr Chavoya Dr Houge Ct Miner Pl Parlett Pl Virginia Swan Vista Dr Vista Ct Wheaton Dr (W of Blaney) Will Ct Blaney Ct Normandy Ct Somerset Ct	1-2:30 p.m. August Ln Fall Ct Festival Ct Kenmore Ct November Dr September Dr Carriage Cir Noble Fir Ct Red Fir Ct Roseblossom Sage Ct S. Stelling W Side(Cory Ct to Carriage Ct) White Fir Ct	1-2:30 p.m. Degas Ct El Prado Wy Meadow Pl Medina Ln. Merriman Rd. Walnut Cir Walnut Cir-N Walnut Cir-S 1-2:30 p.m.	1-2:30 p.m. Elmsford Ct Elmsford Dr Rainbow Dr. (Bubb to Stelling) Stafford Dr Yorkshire Ct Yorkshire Dr 1-2:30 p.m.	1-2:30 p.m. Beardon Ave Park Cir-E Park Cir-W Valley Green (West of Beardon)	1-2:30 p.m.	1-2:30 p.m.	1-2:30 p.m.



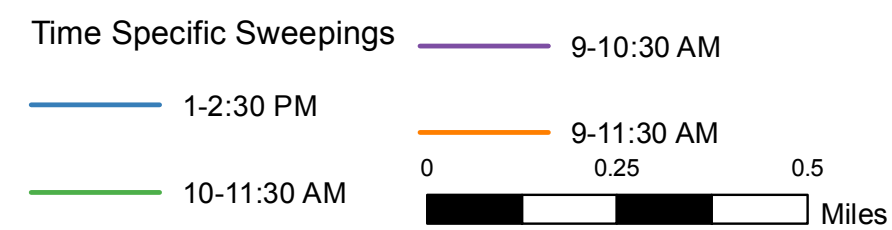
RESIDENTIAL SCHEDULE

Area	SCHEDULE	CURB MILES
A	1ST & 3RD MONDAY OF THE MONTH	28
B	2ND & 4TH THURSDAY OF THE MONTH	49
C	1ST & 3RD WEDNESDAY OF THE MONTH	30
D	1ST & 3RD THURSDAY OF THE MONTH	30
E	2ND & 4TH MONDAY OF THE MONTH	30
F	2ND & 4TH TUESDAY OF THE MONTH	31
G	2ND & 4TH WEDNESDAY OF THE MONTH	29
H	1ST & 3RD TUESDAY OF THE MONTH	40
TOTAL CURB MILES		267
SWEEP TWICE A MONTH		



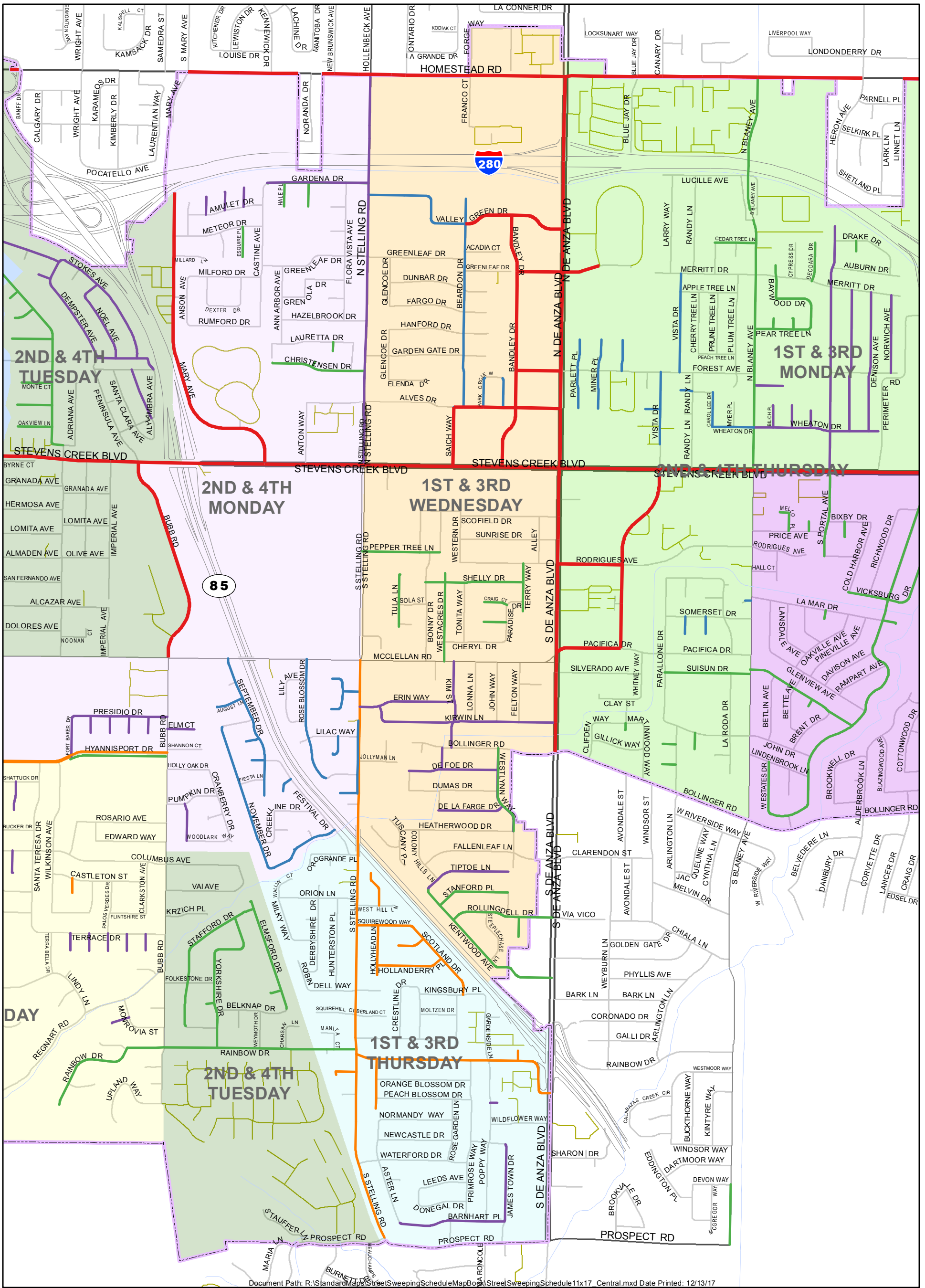
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CITY OF CUPERTINO
STREET SWEEPING SCHEDULE



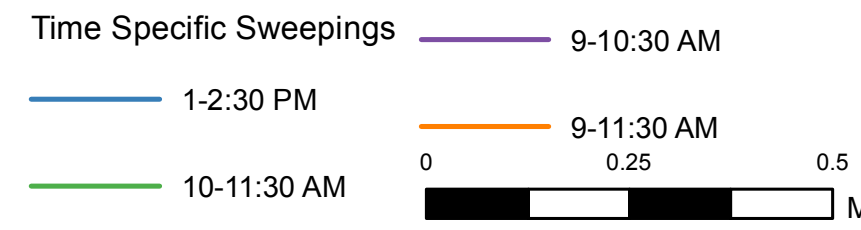
STREET SWEEPING SCHEDULE

RESIDENTIAL SCHEDULE	Area	Schedule	Curb Miles
A	Area A	1ST & 3RD MONDAY OF THE MONTH	28
B	Area B	2ND & 4TH THURSDAY OF THE MONTH	49
C	Area C	1ST & 3RD WEDNESDAY OF THE MONTH	30
D	Area D	1ST & 3RD THURSDAY OF THE MONTH	30
E	Area E	2ND & 4TH MONDAY OF THE MONTH	30
F	Area F	2ND & 4TH TUESDAY OF THE MONTH	31
G	Area G	2ND & 4TH WEDNESDAY OF THE MONTH	29
H	Area H	1ST & 3RD TUESDAY OF THE MONTH	40
Total Curb Miles			267
COMMERCIAL SWEEPING	FOUR TIMES A MONTH		43

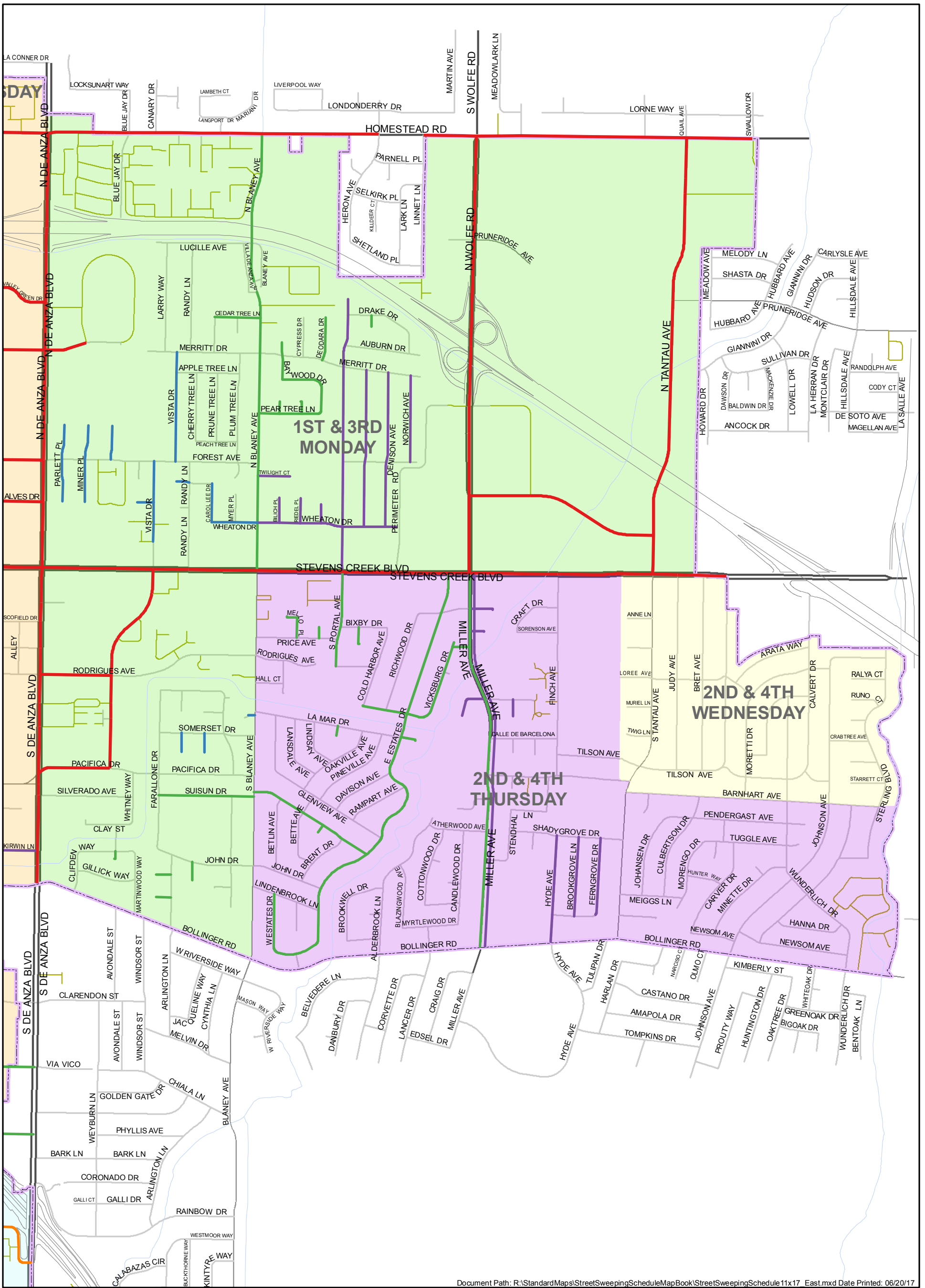


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CITY OF CUPERTINO
STREET SWEEPING SCHEDULE

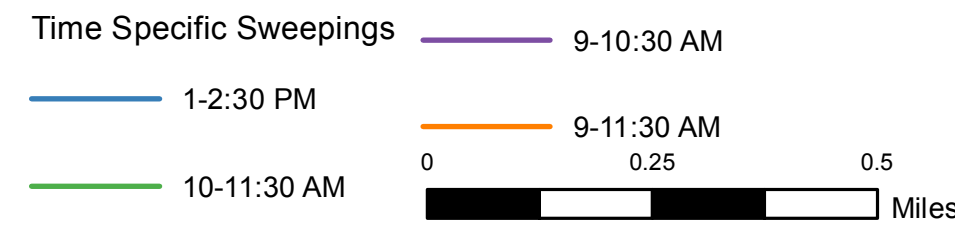


STREET SWEEPING SCHEDULE			
RESIDENTIAL SCHEDULE	Area	Schedule	Curb Miles
	A	1ST & 3RD MONDAY OF THE MONTH	28
	B	2ND & 4TH THURSDAY OF THE MONTH	49
	C	1ST & 3RD WEDNESDAY OF THE MONTH	30
	D	1ST & 3RD THURSDAY OF THE MONTH	30
	E	2ND & 4TH MONDAY OF THE MONTH	30
	F	2ND & 4TH TUESDAY OF THE MONTH	31
	G	2ND & 4TH WEDNESDAY OF THE MONTH	29
	H	1ST & 3RD TUESDAY OF THE MONTH	40
Total Curb Miles			267
COMMERCIAL SWEEPING	—	FOUR TIMES A MONTH	43



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CITY OF CUPERTINO
STREET SWEEPING SCHEDULE

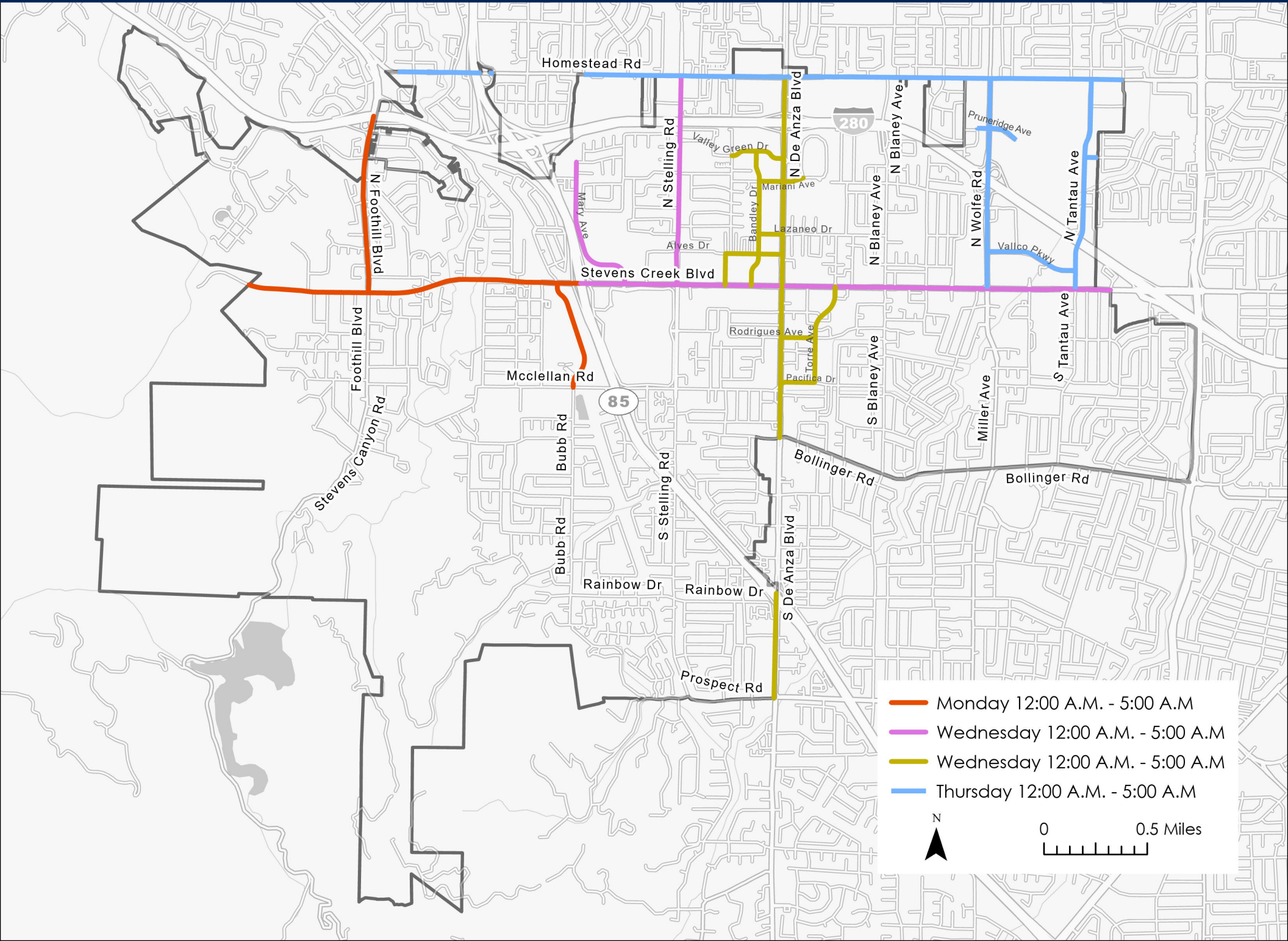


STREET SWEEPING SCHEDULE		
RESIDENTAL SCHEDULE	Schedule	Curb Miles
A	1ST & 3RD MONDAY OF THE MONTH	28
B	2ND & 4TH THURSDAY OF THE MONTH	49
C	1ST & 3RD WEDNESDAY OF THE MONTH	30
D	1ST & 3RD THURSDAY OF THE MONTH	30
E	2ND & 4TH MONDAY OF THE MONTH	30
F	2ND & 4TH TUESDAY OF THE MONTH	31
G	2ND & 4TH WEDNESDAY OF THE MONTH	29
H	1ST & 3RD TUESDAY OF THE MONTH	40
Total Curb Miles		267
COMMERCIAL SWEEPING	— FOUR TIMES A MONTH	43

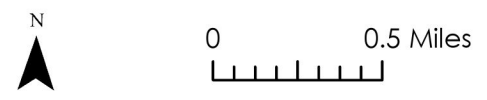
Cupertino Commercial Sweeping Streets

Street Name	From	To	Day Swept
N. Foothill Blvd.	Stevens Creek Blvd.	Starling Dr./Cristo Rey Dr. (North City Limit)	Mon. AM
Bubb Road	Stevens Creek Blvd.	McClellan Rd.	Mon. AM
Stevens Creek Blvd.	150' west of Ridgeway Dr. (West City Limit)	Hwy 85 Bridge	Mon. AM
N. Stelling Rd.	Stevens Creek Blvd.	Homestead Rd. (North City Limit)	Wed. AM
Stevens Creek Blvd.	Hwy 85 Bridge	Stern Ave. (East City Limit)	Wed. AM
Mary Ave.	Stevens Creek Blvd.	Meteor Dr.	Wed. AM
Wolfe Road	Stevens Creek Blvd.	Homestead Rd. (North City Limit)	Thurs. AM
Vallco Parkway	Wolfe Road	N. Tantau Ave.	Thurs. AM
N. Tantau Ave.	Stevens Creek Blvd.	Homestead Rd. (North City Limit)	Thurs. AM
Homestead Road (South Side)	Foothill Crossing Shopping Center Traffic Signal (West City Limit)	Bernardo Ave. (Hwy 85 Bridge)	Thurs. AM
Homestead Road (South Side)	Mary Ave.	Swallow Dr. (East City Limit)	Thurs. AM
Pruneridge Ave.	Wolfe Road	East & West Sections	Thurs. AM
Saich Way	Stevens Creek Blvd.	Alves Dr.	Wed. AM
Bandley Dr.	Stevens Creek Blvd.	Valley Green Dr.	Wed. AM
Valley Green Dr.	N. De Anza Blvd.	Beardon Dr.	Wed. AM
Alves Dr.	N. De Anza Blvd.	Saich Way	Wed. AM
Lazaneo Dr.	N. De Anza Blvd.	Bandley Dr.	Wed. AM
Mariani Ave.	Bandley Dr.	East Dead End	Wed. AM
N. & S. De Anza Blvd.	Bollinger Road	Homestead Rd. (North City Limit)	Wed. AM
S. De Anza Blvd. (West Side)	South Bound City Limit @ Hwy 85	Prospect Rd.	Wed. AM
Torre Ave.	Stevens Creek Blvd.	Pacifica Ave.	Wed. AM
Rodrigues Ave.	De Anza Blvd.	Torre Ave.	Wed. AM
Pacifica Ave.	De Anza Blvd.	Torre Ave.	Wed. AM
Centerline medians and turn pockets are to be included.		Sweeping Hours 12am to 5am	Rev. 11/1/24

Commercial Street Sweeping Schedule



- Monday 12:00 A.M. - 5:00 A.M.
- Wednesday 12:00 A.M. - 5:00 A.M.
- Wednesday 12:00 A.M. - 5:00 A.M.
- Thursday 12:00 A.M. - 5:00 A.M.



Bike Lane Street Sweeping

Existing Bike Lanes

Street Name	From	To	NB/EB, feet	SB/WB, feet	Total Length, ft	Day Swept	Projected Year
Bubb Rd.	Stevens Creek Blvd.	McClellan Rd.	1950	1650	3600	1st/3rd Tues.	Existing
McClellan Rd.	S. Stelling Rd.	Imperial Ave.	3200	3300	6500	1st/3rd Tues.	Existing
Stevens Creek Blvd.	Miller Ave./Wolfe Rd.	Tantau Ave.	1800	1900	3700	2nd/4th Tues.	Existing
McClellan Rd.	De Anza Blvd	S. Stelling Rd.	2500	2500	5000	2nd/4th Tues.	Existing
Pacifica Ave.	De Anza Blvd	Torre Ave.	800	750	1550	2nd/4th Tues.	Existing
Mary Ave.	Stevens Creek Blvd.	Meteor Dr.	3000	3400	6400	2nd/4th Tues.	Existing
Bubb Rd. West Side	Hyannisport Dr.	Rosario Ave.	0	900	900	2nd/4th Wed.	Existing

Total Length (ft) 27650

Total Length (miles) 5.24

Sweeping twice a month (miles per month) 10.47

Future Bike Lanes

Stevens Creek Blvd.	Miller Ave./Wolfe Rd.	De Anza Blvd	5100	5100	10200	TBD	2025
Stevens Creek Blvd.	De Anza Blvd	Hwy 85	4800	4800	9600	TBD	2025
Stevens Creek Blvd.	Hwy 85	Foothill Blvd.	5100	5100	10200	TBD	2027

BIKE LANE PICTURES

The following are pictures of some of the bike lanes that have been constructed in the City. The Contractor is responsible for verifying the locations and width of the bike lanes prior to submitting the proposal.



Stevens Creek Boulevard



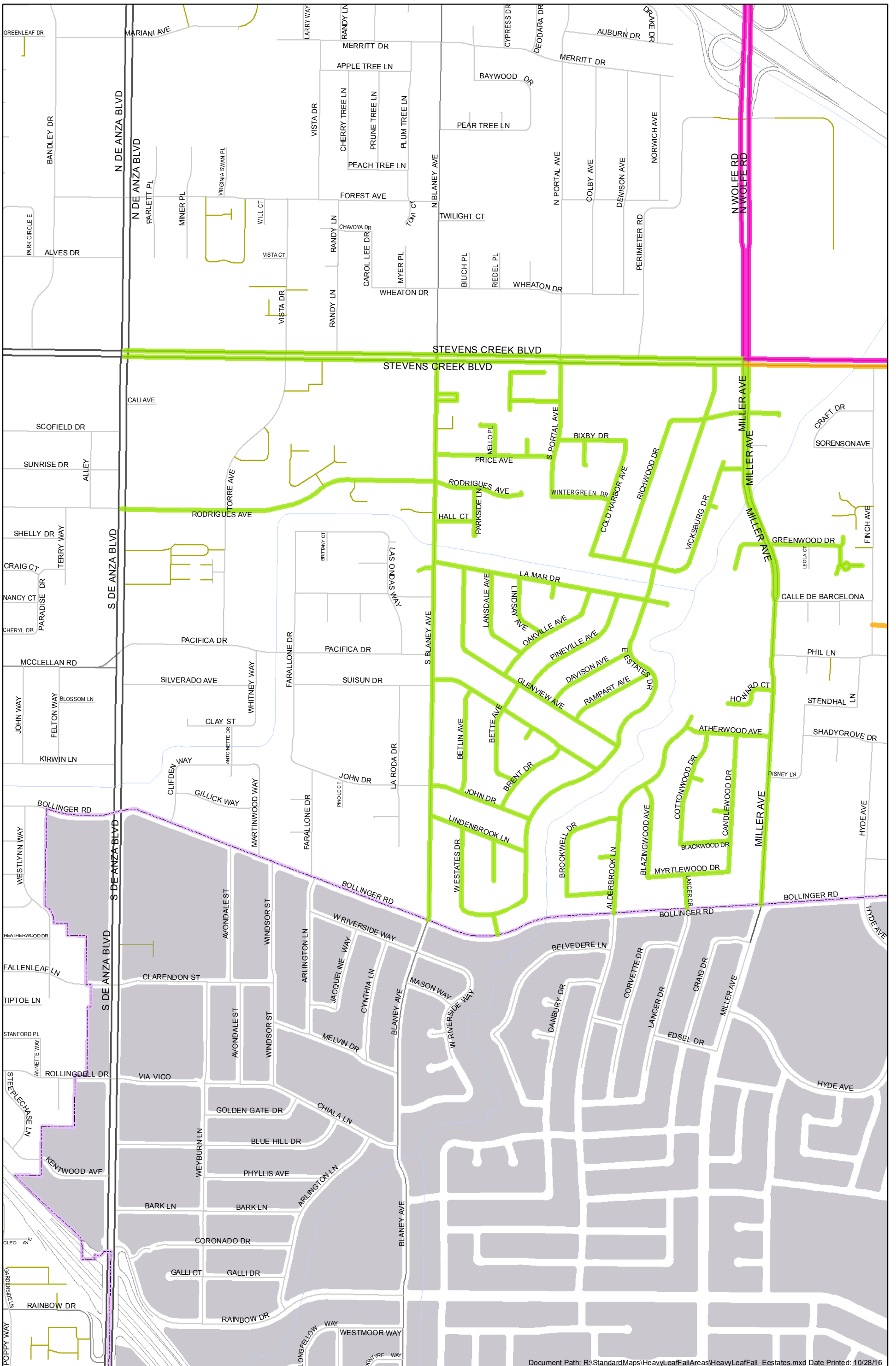
McClellan Road



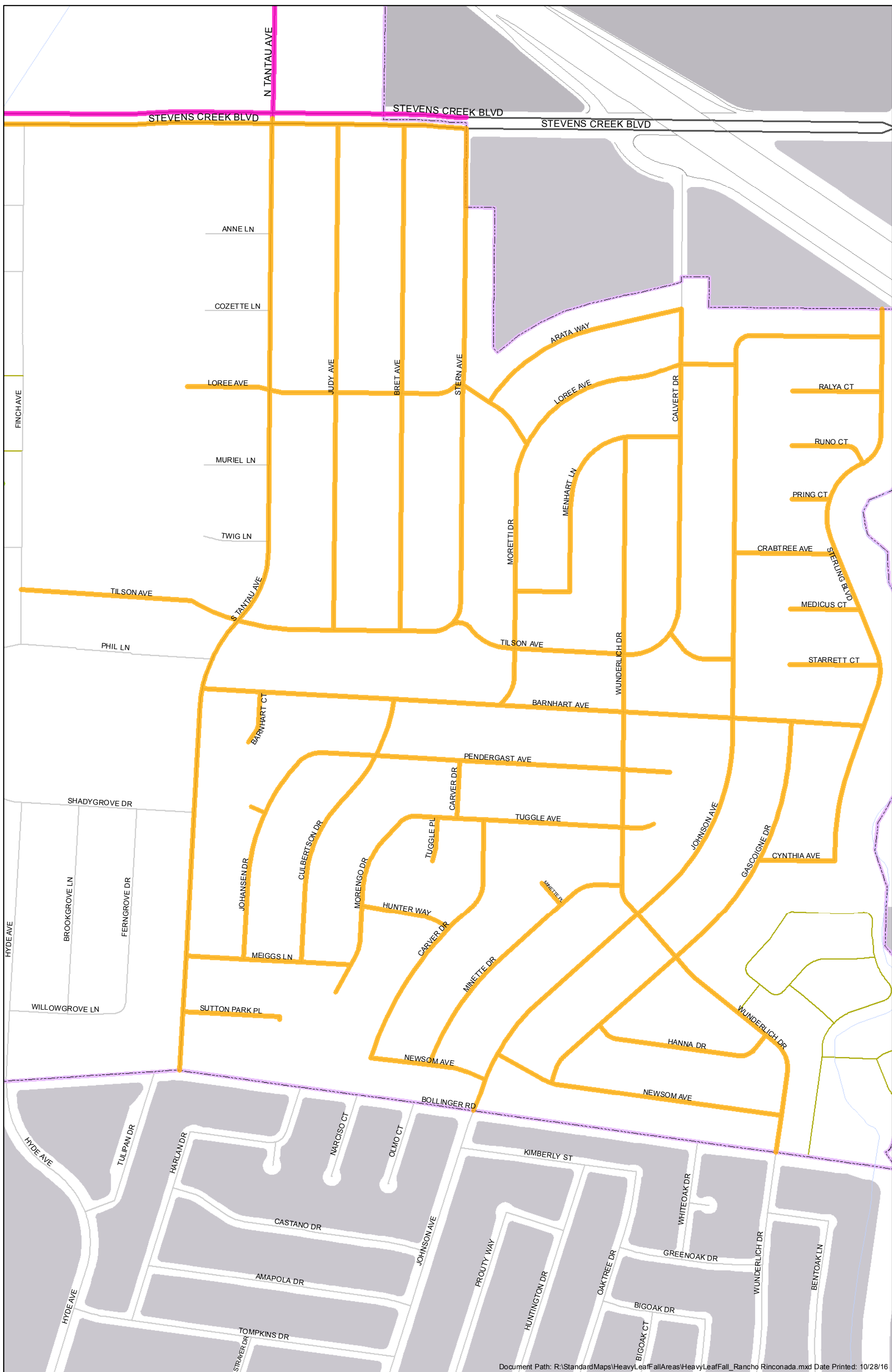
Northbound Bubb Road

HEAVY LEAF FALL SEASON AREAS TO BE SWEPT

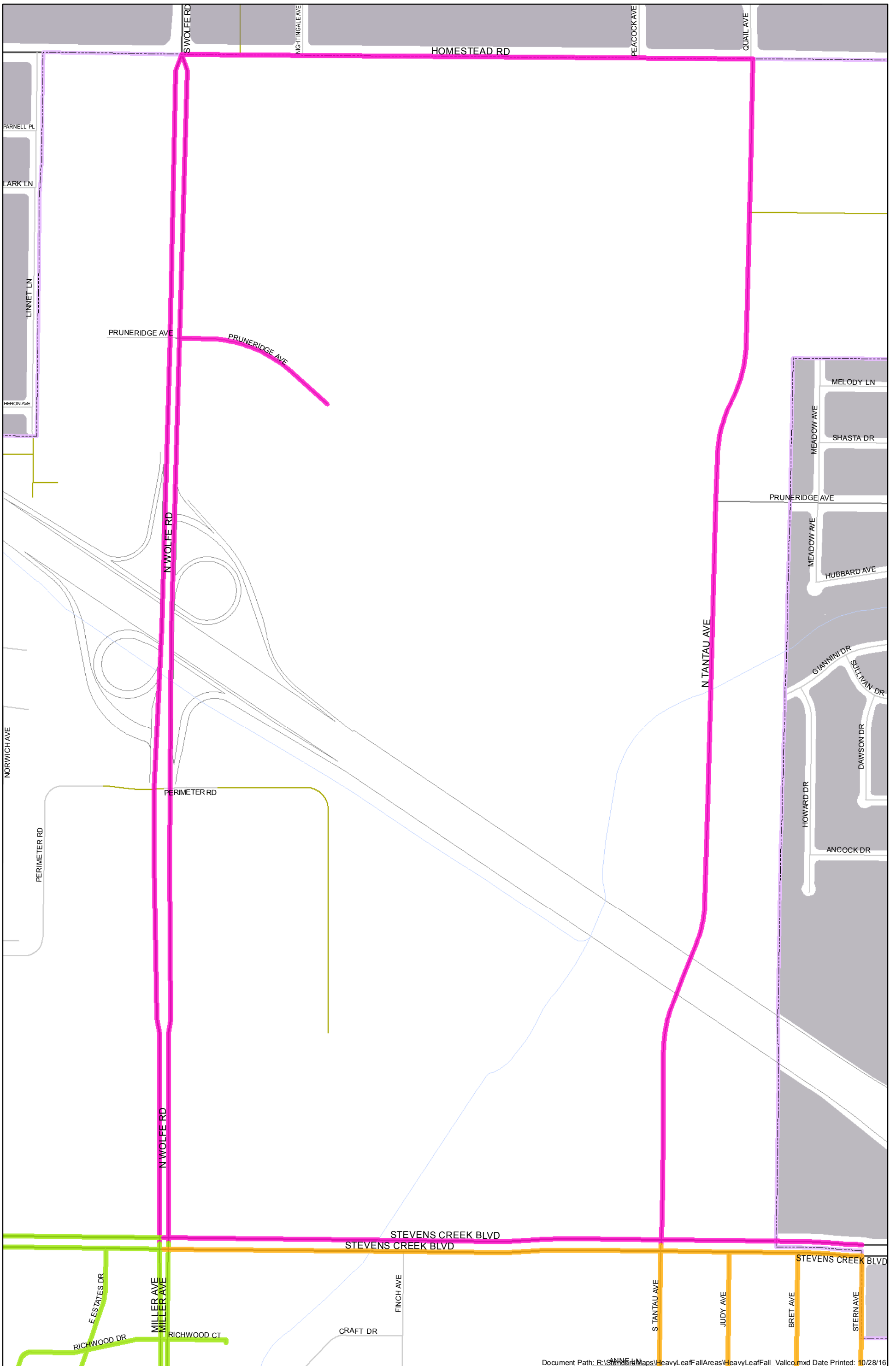
<u>East Estates Area</u>	<u>East Estates Area</u>	<u>Rancho Rinconada Area</u>	<u>Vallco Area</u>
ALDERBROOK LN	RODRIGUES AVE	ARATA WAY	HOMESTEAD RD
ALDERBROOK WAY	S BLANEY AVE	BARNHART AVE	N TANTAU AVE
ATHERWOOD AVE	S PORTAL AVE	BARNHART CT	N WOLFE RD
AVOCADO PL	STEVENS CREEK BLVD	BRET AVE	PRUNERIDGE AVE
BETLIN AVE	VICKSBURG CT	CALVERT DR	STEVENS CREEK BLVD
BETTE AVE	VICKSBURG DR	CARVER DR	VALLCO PKWY
BIXBY DR	W ESTATES DR	CRABTREE AVE	
BLACKWOOD DR	WILLOWBROOK WAY	CULBERTSON DR	
BLAZINGWOOD AVE	WINTERGREEN DR	CYNTHIA AVE	
BRENDA CT		GASCOIGNE DR	
BRENT DR		HANNA DR	
BROOKWELL DR		HUNTER WAY	
CANDLEWOOD CT		JOHANSEN DR	
CANDLEWOOD DR		JOHNSON AVE	
CLIFFORD CT		JUDY AVE	
CLIFFORD DR		LOREE AVE	
COLD HARBOR AVE		MEDICUS CT	
COTTONWOOD CT		MEIGGS LN	
COTTONWOOD DR		MENHART LN	
DAVISON AVE		MINETTE DR	
DEEPROSE PL		MINETTE PL	
E ESTATES DR		MORENGO DR	
GLENVIEW AVE		MORETTI DR	
GREENWOOD CT		NEWSOM AVE	
HALL CT		PENDERGAST AVE	
HOWARD CT		PRING CT	
JOHN DR		RALYA CT	
LA MAR CT		RUNO CT	
LA MAR DR		S TANTAU AVE	
LANCER DR		STARRETT CT	
LANSDALE AVE		STERLING BLVD	
LINDA ANN PL		STERN AVE	
LINDENBROOK LN		STEVENS CREEK BLVD	
LINDSAY AVE		SUTTON PARK PL	
MALVERN CT		TILSON AVE	
MELLO PL		TUGGLE AVE	
MILLER AVE		TUGGLE PL	
MYRTLEWOOD DR		WUNDERLICH DR	
OAKVILLE AVE			
PARKSIDE LN			
PINEVILLE AVE			
PRICE AVE			
RAMPART AVE			
RICHWOOD DR			



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CITY OF CUPERTINO

HEAVY LEAF FALL SWEEPING - VALCO AREA

— East Estates
 — Rancho Rinconada
 — Valco

