

## AGENDA REPORT

## CITY OF SAN CLEMENTE CITY COUNCIL MEETING

910 Calle Negocio 2nd Floor San Clemente, California www.san-clemente.org

Meeting Date: July 17, 2024 Agenda Item: 11K

Submitted By: Public Works

Prepared By: David Rebensdorf, Public Works Director/City Engineer

Rick Milam, Maintenance Operations Supervisor

#### Subject:

CONSIDERATION OF A RESOLUTION TO APPROVE AMENDMENT NUMBER ONE WITH SWEEPING CORPORATION OF AMERICA IN THE AMOUNT OF \$580,716 TO CONTINUE STREET SWEEPING SERVICES FOR ONE YEAR, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

#### Fiscal Impact:

Yes. There is available budget within the Clean Ocean Fund, Street Cleaning account for this expenditure. Funding for street cleaning was previously part of the voter initiative for the Clean Ocean Fee that sunset on June 30, 2020.

#### Summary:

On May 18, 2021, the City Council approved a three-year Agreement with Cannon Pacific Services, Inc. dba Pacific Sweeping to perform street sweeping services for the City through June 30, 2024. Subsequently, Pacific Sweeping was purchased by Sweeping Corporation of America (SCA). The original Agreement provides an option for two one-year extensions. Staff is recommending to amend the Agreement, extending services for one-year to continue to provide street sweeping services, which is necessary to keep the public right-of-way safe, clean, and improve water quality when runoff occurs on public streets.

#### Background:

Street sweeping is necessary to clean debris and sediment from portions of the street, curb and gutter. By removing the material within the street prior to it reaching the City's storm drain system, it improves water quality in the drainage system, coastal canyons, beaches, and the Pacific Ocean. In addition, street sweeping keeps the public right-of-way safe and clean.



In 2008, the City Council approved a transition to from in-house street sweeping to a contractual provider for an estimated cost savings of \$20,650 per year and to avoid a \$250,000 purchase for a new sweeper vehicle at the time.

On March 2, 2021, the Citywide Street Sweeping RFP was posted on PlanetBids, following the evaluation of received proposals,

Canon Pacific Services emerged as the lowest bidder and was subsequently awarded the Street

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Sweeping Services Agreement. Notably, on February 23, 2021, Sweeping Corp. of America (SCA) acquired Canon Pacific Services, thereby inheriting and committing to fulfill the obligations outlined in the contract previously held by Canon Pacific Services Inc., doing business as Pacific Sweeping. This change in ownership and contractual responsibility occurred prior to the commencement of the street sweeping services under the awarded Agreement.

The Agreement allows for two one-year extensions and an annual increase in cost which SCA chose not to implement during the first three years. The cost per linear curb mile was \$21, and SCA has agreed to a new rate for the additional one-year period of \$27 per linear curb mile through negotiations with City staff. The primary drivers for the higher unit cost include increases in labor, equipment, and natural gas prices. Staff is recommending approval of a one-year extension to the existing contract with SCA in the amount of \$580,716 from a previous cost of 451,668. While the increase may seem high, staff has reviewed recent bids from other Cities and found per linear curb mile costs much higher than \$27.

Due to rising costs within the industry and new regulations, it may be cost effective for the City to perform the services in-house again. Prior to issuance of a Request for Proposal (RFP) for services in future years, staff will analyze in-house costs compared to contracting for the service.

#### **Council Options:**

- Adopt Resolution No. 24-120, approving Amendment No. 1 with SCA to continue Street Sweeping services for up to one year while City staff analyzes options for future service.
- Modify and adopt Resolution No. 24-120.
- Continue the item with direction to provide additional information.
- Do not adopt Resolution No. 24-120 or approve Amendment No. 1 with SCA to continue Street Sweeping services for up to one year.

### Environmental Review/Analysis:

This project was previously determined to be exempt from the California Environmental Quality Act (CEQA) under Class 1 (Existing Facilities, 14 CCR 15301) of the state CEQA Guidelines.

#### Recommended Actions:

#### Staff Recommendation

Staff recommends that the City Council adopt Resolution No. 24-120, which will authorize the City Manager to execute Amendment No. 1 with SCA to continue Street Sweeping for up to one year.

#### Attachment:

- 1. Resolution No. 24-120
- Amendment No. 1 between the City of San Clemente and SCA
- 3. May 18, 2021 Agenda Report
- 4. Maintenance Services Agreement with Cannon Pacific Services, Inc. dated May 18, 2021.

#### **RESOLUTION NO. 24-120**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 BETWEEN THE CITY OF SAN CLEMENTE AND SCA TO CONTINUE STREET SWEEPING SERVICES FOR ONE YEAR, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, City and Cannon Pacific Services, Inc. dba Pacific Sweeping ("Pacific Sweeping") entered into that certain Agreement for Maintenance Services for Street Sweeping (the "Agreement") on May 18, 2021; and

WHEREAS, Sweeping Corp. of America (SCA) acquired Canon Pacific Services on February 23, 2021, thereby inheriting and committing to fulfill the obligations outlined in the contract previously held by Canon Pacific Services, Inc. and is the successor in interest of Pacific Sweeping; and

WHEREAS, Section 3.1.2 of the Agreement specifies an initial term through June 30, 2024, with the option to extend the total Agreement term by up to two (2) one-year extensions; and

WHEREAS, City desires to exercise the first one-year term extension, to provide for City-wide street sweeping through June 30, 2025.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

<u>Section 1.</u> That the above recitals are true and correct and incorporated herein as findings.

Section 2. That this project is categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 (Existing Facilities, 14 CCR section 15301) of the State CEQA Guidelines because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, and there is no reasonable possibility that the activity will have a significant direct or foreseeable indirect effect on the environment.

Section 3. That approval is hereby granted for the City to authorize the City Manager to execute Amendment No. 1 between the City of San Clemente and SCA to continue Street Sweeping through June 30, 2025.

<u>Section 4.</u> That staff is authorized and directed to take such other and further actions and execute such other and further documents as may be necessary to accomplish the purposes of this resolution.

Section 5. That the City Clerk shall resolution and enter it into the book of original	certify to the passage and adoption of this I resolutions.
PASSED AND ADOPTED this	day of, 2024.
ATTEST:	
City Clerk of the City of San Clemente, California	Mayor of the City of San Clemente, California

STATE OF CALIFORNIA ) COUNTY OF ORANGE ) § CITY OF SAN CLEMENTE )	
I, LAURA CAMPAGNOLO, City Clerk of the City of certify that Resolution No. 24-120 was adopted at a the City of San Clemente held on the, by the following vote:	regular meeting of the City Council of
AYES:	
NOES:	
ABSENT:	
IN WITNESS WHEREOF, I have hereunto set my h City of San Clemente, California, this day of	
	CITY CLERK of the City of San Clemente, California
Approved as to form:	
Elizabeth A. Mitchell, City Attorney	

# FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES FOR STREET SWEEPING

This First Amendment to the Agreement for Maintenance Services for Street Sweeping (this "First Amendment") is made and entered into on this 1st day of July, 2024, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and SCA of CA, LLC, a Delaware limited liability company ("Contractor").

#### RECITALS:

- A. City and Cannon Pacific Services, Inc. dba Pacific Sweeping ("Pacific Sweeping") entered into that certain Agreement for Maintenance Services for Street Sweeping (the "Agreement") on May 18, 2021.
- B. Contractor is the successor in interest of Pacific Sweeping, having purchased Pacific Sweeping on February 23, 2021 and having assuming its obligations, including those requiring Contractor to fulfill the obligations under the Agreement.
- C. Section 3.1.2 of the Agreement specifies an initial term through June 30, 2024, with the option to extend the total Agreement term by up to two (2) one-year extensions.
- D. City desires to exercise the first one-year term extension, to provide for City-wide street sweeping through June 30, 2025.
- E. Section 3.3.6 of the Agreement specifies the rate set forth may be adjusted each year at the time of renewal.
- F. City and Contractor desire to amend the Agreement increasing the Unit Cost to \$27.00 from \$21 for the one-year term extension of July 1, 2024 through June 30, 2025.
- G. City and Contractor desire to increase the maximum payment amount of the Agreement to correspond to the new extended term of the Agreement and provide for the final extension.
- H. City and Contractor desire to amend the Agreement in the manner provided herein.

#### COVENANTS

1. Contractor acknowledges and agrees that it shall perform all the obligations under the Agreement of Cannon Pacific Services, Inc. dba Pacific Sweeping.

- 2. The City hereby exercises its unilateral option under Section 3.1.2 of the Agreement to renew this Agreement for one (1) additional one-year such that the Agreement shall expire on June 30, 2025 unless otherwise terminated or further extended.
- 3. Section 3.3.1 of the Agreement titled "Compensation" is hereby replaced in its entirety with the following:

#### 3.3.1 Compensation.

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in the Contractor's Cost Proposal Form in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation for the initial term through June 30, 2024 shall not exceed One Million, Three Hundred Eighty-Five Thousand and Four DOLLARS (\$1,385,004.00) without written approval of City's City Council. The total compensation for the First Amendment to the Agreement, exercising the first one-year term extension through June 30, 2025, shall not exceed Five Hundred Eighty Thousand, Seven Hundred Sixteen DOLLARS (\$580,716.00) without written approval of City Council. The total compensation for the second one-year term extension, if exercised by the City Manager in his sole and absolute discretion, shall not exceed the compensation for the first one-year term extension plus an adjustment based on cost increases in labor, equipment and natural gas.. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

- 4. Exhibit A to the Agreement is hereby replaced in its entirety by Exhibit A to this First Amendment, which is hereby fully incorporated by this reference.
- 5. Except as expressly amended by this First Amendment, the remaining portions of the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment to be duly executed on the respective dates set forth opposite of their signatures effective as of the date first written above.

#### **CITY OF SAN CLEMENTE**

	By:				
	By: Andy Hall, City Manager				
ATTEST:	Dated:	, 2024			
CITY CLERK of the City of San Clemente, California					
APPROVED AS TO FORM:					
Elizabeth A. Mitchell, City Attorney					
APPROVED AS TO AVAILABILITY OF FUNDING:					
Finance Authorization					
	SCA of CA, LLC ("CONTRACTOR")				
	By: Jonathan David Sisler, CE Manager/Member	O,			
	Dated:	, 2024			
	By: Jean Francois Souliere, Manager/Member				
	Dated:	, 2024			

## EXHIBIT "A" COST PROPOSAL FORM

(Included on the following page)

## CITY OF SAN CLEMENTE STREET SWEEPING SERVICES

## Request for Proposal July 1, 2024

## Cost Proposal Form

For pe	eriod from July 1, 2024 thro	ugh June	30, 2025:		
Item No.	Description	Quantity	Units	Unit Cost	Annual To

Contractor Name: SCA of CA, LLC

Item No.	Description	Quantity	Units	Unit Cost	Annual Total
1	Routine/Scheduled Sweeping	21,508	Curb Mile	\$27.00	\$580,716.00
2	Special Sweeping		Hour	\$185.00	
3	Emergency Sweeping				
	A. Regular business hours		Hour	\$185.00	
	B. Night and weekend hours		Hour	\$277.50	

For annual periods starting on July 1, 2024 GENERAL CONDITIONS AND INSTRUCTIONS and thereafter, Contractor may request an adjustment to the unit costs of the preceding annual period per Section III, 5 of this RFP.

If Contractor wishes to use following City facilities, check appropriate boxes below and specify the discount amount which is included in the above listed planned work unit costs.

☐ On-Site Propane Fuel Facility	Discount = \$10	per curb mile
☐ On-Site Debris Disposal Facility	Discount = \$25	_ per curb mile
☐ On-Site Sweeper Cleanout Area	Discount = \$10	_ per curb mile
☐ On-Site Sweeper Parking Area	Discount = \$20	_ per curb mile

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ATTACHMENT C



## AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING Meeting Date: May 18, 2021 Agenda Item (LD)

Approvals:

City Manager

Dept. Head

Attorney

Finance

Department: Public Works / Maintenance Services Division

Prepared By: Randy Little, Maintenance Manager

Subject: APPROVE MAINTENANCE SERVICES CONTRACT WITH CANNON PACIFIC SERVICES TO

PROVIDE CITY-WIDE STREET SWEEPING SERVICES.

Fiscal Impact: Yes. The first year contract cost is \$461,668. Over the agreement term, the proposed

contract cost is \$1,385,004. Contract funding is included in the proposed Clean Ocean

Fund 057-542-43483 Street Sweeping Services Fiscal Year 2022 budget.

Summary: Staff is requesting approval for a three year initial term contract with Cannon Pacific

Services for City-wide street sweeping services.

Background: The City's current street sweeping contract was approved in December 2018 and is set to expire on June 30, 2021. The current contractor, Jonset Corporation (dba Sunset Property Services) experienced performance issues related to communication, appropriate signage on sweepers, water use during sweeping operations and contract interpretation. Staff met with the contractor on several occasions to discuss and resolve these issues, however, their performance remained

below expectations.

Staff posted a new street sweeping Request for Proposal (RFP) on Planet Bids for three weeks closing March 25, 2021 (Attachment 1). The City received four qualified proposals and staff evaluated the proposals based on the criteria in the RFP. At the conclusion of the evaluation process, Cannon Pacific Services was determined to be the best qualified provider for the City of San Clemente.

The RFP results are as follows:

Proposer	Ranking	Cost per Curb Mile	Cost Proposal Amount (Annual)
Cannon Pacific Services, Inc.	1st	\$21.00	\$451,668.00
Jonset Corporation	2nd	\$20.24	\$435,321.92
R.F. Dickson Co, Inc.	3rd	\$23.34	\$501,996.72
Contract Sweeping Services	4th	\$26.70	\$574,263.60

Proposals were evaluated on the basis of the response to all provisions of the RFP (Attachment 3). A contract for maintenance services may be awarded on the basis of both qualifications and cost, taking into account the best interests of the City.

The proposed contract is for a three-year initial term, beginning July 1, 2021 and extending through June 30, 2024, with the option of two one-year extensions. The contract cost will be fixed for the initial three year period and allows for an increase based on the Consumer Price Index (CPI) if the City elects to exercise the extension options.

Cannon Pacific Services is currently providing street sweeping for the cities of San Juan Capistrano, Carlsbad and San Marcos. Staff checked references, received favorable responses and therefore recommends that the City Council approve a contract with Canon Pacific Services. The recommended contract amount includes an annual budget allocation of \$10,000 for emergency and special sweeping requests.

#### Recommended

Action:

STAFF RECOMMENDS THAT the City Council Approve and authorize the Mayor to execute Contract No. \_\_\_\_ with Cannon Pacific Services for an amount not to exceed \$1,385,004 for an initial three year term.

Attachments:

- 1. Request for Proposal
- 2. Cannon Pacific Services Proposal
- 3. Bid Evaluation Sheet

Notification:

None.

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#### CITY OF SAN CLEMENTE

#### AGREEMENT FOR MAINTENANCE SERVICES

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this day of , 2021, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, located at 910 Calle Negocio, San Clemente 92673 ("City") and Cannon Pacific Services, Inc. dba Pacific Sweeping, a California Corporation, with its principal place of business at 285 Pawnee Street, Suite A, San Marcos, CA 92078 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

#### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Street Sweeping services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for [INSERT NAME OF BID DOCUMENT] dated [DATE OF BID DOCUMENT] which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing Street Sweeping services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

#### 2.2 Project.

City desires to engage Contractor to render such services for the **Street Sweeping Services C21-22 project** ("Project") as set forth in this Agreement.

#### 3. TERMS.

#### 3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Street Sweeping services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term.</u> The term of this Agreement shall be from **July 1, 2021** to **June 30, 2024**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

#### 3.2 Responsibilities of Contractor.

- 3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Contractor shall be subject to the approval of City.
- 3.2.4 <u>City's Representative</u>. The City hereby designates Randy Little, Maintenance Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.
- 3.2.5 Contractor's Representative. Contractor hereby designates Lee Miller, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.6 <u>Coordination of Services</u>. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.
  - 3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all

- 3.2.8 Services under this Agreement in a skillful and competent manner, consistent with the standards
- 3.2.9 generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent. a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.10 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.11 <u>Safety</u>. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

#### 3.2.12 Labor

3.2.12.1 <u>Prevailing Wages</u>. Contractor is aware of the requirements of California Labor Code Section 1720, <u>et seq.</u>, and 1770, <u>et seq.</u>, as well as California Code of Regulations, Title 8, Section 16000, <u>et seq.</u>, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and If the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall

- 3.2.12.2 provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal.
- 3.2.12.3 place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 3.2.12.4 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, effective March 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a maintenance project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.
- 3.2.13 <u>Insurance</u>. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

#### 3.2.14 Bonds.

- 3.2.14.1 <u>Performance Bond</u>. If specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.
- 3.2.14.2 <u>Payment Bond</u>. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.
- 3.2.14.3 <u>Bond Provisions</u>. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance

3.2.14.4 with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.14.5 <u>Surety Qualifications</u>. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

#### 3.2.15 Water Quality Management and Compliance.

3.2.15.1 <u>Storm Water Management</u>. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.15.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.15.3 Compliance with Local Water Quality Requirements. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of San Clemente Water Quality Improvement Plan ("WQIP"), the City of San Clemente Jurisdictional Urban Runoff Management Plan ("JURMP"), and the applicable Water Quality Management Plan ("WQMP"). These documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar with these documents and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at: www.ocwatersheds.com A copy of the San Clemente WQIP and JURMP are available on the internet at: <a href="https://www.sccleanocean.org">www.sccleanocean.org</a>.

The City will provide a copy of any applicable project WQMP.

3.2.15.4 <u>Standard of Care</u>. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

#### 3.2.15.5 <u>Liability for Non-compliance.</u>

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) <u>Defense</u>: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) <u>Damages</u>: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

#### 3.3 Fees and Payments.

- 3.3.1 <u>Compensation</u>. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "E" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Million, Three Hundred Eighty-Five Thousand and Four DOLLARS (\$1,385,004.00) without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 <u>Payment of Compensation</u>. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed

3.5.3 shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Cannon Pacific Services, Inc.

dba Pacific Sweeping 285 Pawnee Street, Suite A San Marcos, CA 92078

ATTN: Lee Miller, Regional Vice President

City:

City of San Clemente 910 Calle Negocio San Clemente, CA 92673

ATTN: Randy Little, Maintenance Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 3.5.4 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- 3.5.6 <u>State License Board Notice</u>. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- 3.5.7 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall

- 3.5.8 not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.
- 3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.
- 3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.
- 3.5.11 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.5.12 <u>City's Right to Employ Other Contractors</u>. City reserves right to employ other contractors in connection with this Project.
- 3.5.13 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.14 <u>Assignment or Transfer</u>. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the
- 3.5.15 prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.16 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.17 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.18 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.19 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.20 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- 3.5.22 <u>Prohibited Interests</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working
- 3.5.23 solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.24 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.5.25 <u>Labor Certification</u>. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance
- 3.5.26 in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.5.27 <u>Authority to Enter Agreement.</u> Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.28 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

#### 3.6 Subcontracting.

3.6.1 <u>Prior Approval Required</u>. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

By: Dated: 6-24, 2021

APPROVED AS TO FORM:

CITY CLERK of the City of San Clemente, California

BEST BEST & KRIEGER

City Attorney

ATTEST:

APPROVED AS TO AVAILABILITY OF FUNDING:

Finance Authorization

Cannon Pacific Sucs, Inc. dba Pacific Sweeping

("CONTRACTOR")

Its: Regional Vice President

Dated: 06/21/2021 , 2021

## EXHIBIT "A" SCOPE OF MAINTENANCE SERVICES

(Included in the Specifications on the following pages)

## EXHIBIT "B" SCHEDULE OF MAINTENANCE SERVICES

(Included in the contractor's proposal on the following pages and the Route Maps and Listings under Exhibit "G")

#### **EXHIBIT "C"**

#### **INSURANCE REQUIREMENTS**

#### 1.1 Insurance.

- 1.1.1 <u>Time for Compliance</u>. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.
- 1.1.2 <u>Types of Insurance Required</u>. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- (A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.
- (B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. [\*\*\*NOTE: If Contractor does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees.
- (C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
- (D) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$2,000,000 per loss and \$4,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

55452.01100\31090125.5 Exhibit "C"

- 1.1.3 <u>Endorsements</u>. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:
- (A) Commercial General Liability [INSERT "and Contractor's Pollution Liability"; OTHERWISE, ALWAYS DELETE]:
- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

#### (B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

#### (C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- 1.1.4 <u>Primary and Non-Contributing Insurance</u>. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- 1.1.5 <u>Waiver of Subrogation</u>. All required policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 1.1.6 <u>Deductibles and Self-Insured Retentions</u>. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

55452.01100\31090125.5 Exhibit "C"

- 1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- 1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- 1.1.9 <u>Acceptability of Insurers</u>. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- 1.1.10 <u>Enforcement of Contract Provisions (non estoppel)</u>. Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.
- 1.1.11 <u>Requirements Not Limiting</u>. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- 1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

55452.01100\31090125.5 Exhibit "C"

#### **EXHIBIT "D"**

### PERFORMANCE AND PAYMENT BONDS

(Included on the following pages)

Issued in Duplicate Bond No.: US00109725SU21A

#### **EXHIBIT "D"**

#### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of San Clemente (hereinafter referred to as "City") has awarded to Cannon Pacific Services, Inc. dba Pacific Sweeping , (hereinafter referred to as the
"Contractor") an agreement forStreet Sweeping Services
(hereinafter referred to as the "Project").
WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project datedJuly 1, 2021, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and
WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.
NOW, THEREFORE, we,Cannon Pacific Services, Inc. dba Pacific Sweeping
the undersigned Contractor and XL Specialty Insurance Company
as Surety, a corporation organized and duly authorized to transact business under the laws of the
State of California, are held and firmly bound unto the City in the sum of One Million Three Hundred Eighty-Five Thousand Four DOLLARS
One Million Three Hundred Eighty-Five Thousand Four DOLLARS and Zero CENTS (\$ 1,385,004.00 ), said sum
being not less than one hundred percent (100%) of the total amount of the Contract, for which
amount well and truly to be made, we bind ourselves, our heirs, executors and administrators,
successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs,
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THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including, if provided as part of the Contract Documents, the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents; or
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

	e hereunto set our hands and seals this <u>18th</u> day of 21.
CONTRACTOR/PRINCIPAL (Corporate Seal of Contractor/ Principal, if a Corporation)	Cannon Pacific Services, Inc. dba Pacific Sweeping Name of Contractor/Principal (Type or Print)
Marie Company of the	By: Name (Signature)  Name (Type or Print)
	Title (Pype or Print)
SURETY (Seal of Surety)	Name of Surety (Type or Print)  By:  Attorney-In-Fact James I. Moore
Signatures of those signing for the corporate authority attached.	Contractor and Surety must be notarized and evidence of
The rate of premium on this bond is charges, \$9,003.00	\$6.50 per thousand. The total amount of premium
(The above must be filled in by corpo	orate attorney.)
THIS IS A REQUIRED FORM Any claims under this bond may be a	addressed to:
(Name and Address of Surety)	XL Specialty Insurance Company 505 Eagleview Blvd.
(Name and Address of Agent or Representative for service of process in California, if different from above)	Exton, PA 19341  HUB International Midwest Limited  1411 Opus Place, Suite 450  Downers Grove, IL 60515
(Telephone number of Surety and Agent or Representative for service of process in California)	(610) 968-2600 (630) 468-5600

## **Notary Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

COUNTY OF SAND	A i <b>19</b> 20	)_		
on June 21	,2	0 <u><b>4</b></u> , before me, <u>{</u>	rica Babwek	, Notary Public, personally
appeared <u>Ju N</u>	11/16	r		ed to me on the basis of satisfactory
me that he/she/they e	execut	ted the same in hi	s/h <del>er/th</del> eir authorized	within instrument and acknowledged to capacity(ies), and that by his/her/their for which the person(s) acted, executed
is true and correct	ERIC Notan Sa Comr My Comn	A LEIGH BABCOCK y Public - California in Diego County mission # 2307706 1. Expires Oct 4, 2023	he laws of the State of WITNESS my han	f California that the foregoing paragraph and official seal.
			OPTIONAL	
Though the infor and c	mation ould pr	below is not required b event fraudulent remova	y law, it may prove valuable Il and reattachment of this t	e to persons relying on the document form to another document.
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<ul><li>☐ Individual</li><li>☐ Corporate Officer</li></ul>				
	Title(s)			Title or Type of Document
☐ Partner(s) ☐ Attorney-In-Fact ☐ Trustee(s)		Limited General	<del></del> .	Number of Pages
☐ Guardian/Conservator☐ Other: Signer is representing: Name Of Person(s) Or Entity(le	s)		<del></del>	Date of Document
			. <u> </u>	Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

#### **END OF PERFORMANCE BOND FORM**

## **Notary Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ILLINOIS COUNTY OF <u>DUPAGE</u>			:		
On June 18th	_, 20 <u>21</u> , before me,	Alexandra Sartori	, Notary Public, personally		
appeared	oore	, who proved to m	ne on the basis of satisfactory		
me that he/she/they exe	ecuted the same in his/h	er/their authorized capac	instrument and acknowledged to sity(ies), and that by his/her/their ich the person(s) acted, executed		
I certify under PENALTY is true and correct.	OF PERJURY under the	laws of the State of Califo	ornia that the foregoing paragraph		
OFFICIAL SEAL ALEXANDRA SARTORI NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires July 5, 2024  Signature of Notary Public					
	c	PTIONAL			
Though the informa and cou	ation below is not required by la Id prevent fraudulent removal a	aw, it may prove valuable to per nd reattachment of this form to	sons relying on the document another document.		
CAPACITY CLAIN	MED BY SIGNER	DESCRIPTION	OF ATTACHED DOCUMENT		
☐ Individual ☐ Corporate Officer					
Titi	le(s)	Title	e or Type of Document		
☐ Partner(s) ☐☐ ☐ Attorney-In-Fact ☐ Trustee(s)			Number of Pages		
☐ Guardian/Conservator ☐ Other: Signer is representing: Name Of Person(s) Or Entity(ies)			Date of Document		
		Signer(s)	Other Than Named Above		

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

#### **END OF PERFORMANCE BOND FORM**



## Power of Attorney XL Specialty Insurance Company XL Reinsurance America Inc.

#### BOND NUMBER US00109725SU21A LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Bivd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

#### James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.000.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached to the sure of the company with others to which it is attached to the company with others to which it is attached to the company with others to which it is attached to the company with others to which it is attached to the company with others to which it is attached to the company with others to which it is attached to the company with others to which it is attached to the company with others to which it is attached to the company with others to which it is attached to the company with the

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

State And

XL SPECIALTY INSURANCE COMPANY

by:

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

the angle of the second contract of the second contract of the second contract of the second contract of the second

"我们们找我,你有种好好,你就一个一切,那么好了好话,这个人,不是好什么

Attest:

ers and it is with the place of the control of the

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesald instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

ASY PUBLICATION

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Rebecca C. Shalhoub, Notary Public

Uwchlan Twp., Chester County

My Commission Expires April 28, 2020

MEUBER, PENNSYLVANIA ASSOCIATION OF NOTARES

per la constant de la

Rebecca C. Shalhoub, NOTARY PUBLIC

Issued in Duplicate Bond No.: US00109725SU21A

#### **PAYMENT BOND**

#### KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of San resolution passed				
dba Pacific Sweeping	hereina	fter designated a	as the "Princip	al," a contract for the
	described	•	as	follows
Street Sweeping Service	es			(the "Project"); and
WHEREAS, the work to be p	erformed by the P	rincipal is more	particularly se	t forth in the Contract
Documents for the Project	dated July 1,	2021 , (he	reinafter refer	red to as "Contrac
Documents"), the terms and and	conditions of which	ch are expressly	/ incorporated	herein by reference
WHEREAS, said Principal Documents; providing that if materials, provisions, prover performance of the work confor amounts due under the deducted, withheld, and paid of employees of said Princip Surety on this bond will pay the	said Principal or nder, equipment, tracted to be done on the Unemployment of the Employment and its Subcofor the same to the	any of its Subo or other supplice, or for any work Insurance Code loyment Develop ontractors with re e extent hereina	contractors shads used in, up of or labor done or for any amoment Departrespect to suc after set forth.	all fail to pay for any pon, for or about the thereon of any kind to be to be ment from the wages h work or labor, the
NOW THEREFORE, we, the	Principal and	XL Specialty Ins	urance Compai	ny
as Surety, are held and firml One Million Three Hundred	y bound unto the Eighty-Five Thousa	City in the penal and Four	I sum of DOLLARS and	I Zero
CENTS (\$ 1,385,004.00	) lav	vful money of the	e United State	s of America, for the
payment of which sum well	and truly to be	made, we bind	d ourselves. c	our heirs, executors
administrators, successors a	ind assigns, jointly	and severally,	firmly by these	e presents.
THE CONDITION OF THIS C	DBLIGATION IS S	UCH that if said	Principal, his	or its subcontractors

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans,

specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of June 20 21 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL (Corporate Seal of Contractor/ Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By:

Name (Signature)

Regional Vice Merident
Title (Type or Print)

SURETY (Seal of Surety)

XL Specialty Insurance Company
Name of Surety (Type or, Print)

Name (Type or Print)

Attorney-In-Fact

James I. Moore

## **Notary Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ILLINOIS COUNTY OF <u>DUPAGE</u>	<del></del>					
On June 18th	, 20 <u>21</u> , before me,	Alexandra Sartori	, Notary Public, personally			
appeared James	I. Moore	, who proved to n	ne on the basis of satisfactory			
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.						
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.						
NOTAR	OFFICIAL SEAL EXANDRA SARTORI Y PUBLIC, STATE OF ILLINOIS nmission Expires July 5, 2024 otary Public	WITNESS my hand and	Aluandra Milot			
	C	PTIONAL				
Though the inform and cou	ation below is not required by la uld prevent fraudulent removal a	aw, it may prove valuable to per and reattachment of this form to	sons relying on the document another document.			
CAPACITY CLAI			OF ATTACHED DOCUMENT			
☐ Individual☐ Corporate Officer☐						
TI	tle(s)	Title	or Type of Document			
	∃ Limited ∃ General		Number of Pages			
☐ Guardian/Conservator☐ Other: Signer is representing: Name Of Person(s) Or Entity(ies)			Date of Document			
		Signer(s)	Other Than Named Above			

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

### **END OF PAYMENT BOND FORM**



# Power of Attorney XL Specialty Insurance Company XL Reinsurance America Inc.

#### BOND NUMBER US00109725SU21A LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

#### James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.000.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or abligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY

by;

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

OF E

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Rebecca C. Shalhoub, Notary Public.
Uwchlan Twp., Chester County
My Commission Expires April 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rebecca C. Shalhoub, NOTARY PUBLIC

## **Notary Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF	થર્સ				
1 .0		Cac i Sub cook	, Notary Public, personally		
appeared Lu Mille		, who proved to r	ne on the basis of satisfactory		
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.					
ER ER	ICA LEIGH BABCOCK Iry Public - California	WITNESS my hand and	official seal.		
Cor My Con	San Diego County \$\frac{\xi}{2}\text{nmission # 2307706} \text{nm, Expires Oct 4, 2023}	Eura & Babio	ct-		
Signatule of mor	ary Public				
	(	OPTIONAL			
		aw, it may prove valuable to pe			
	•	and reattachment of this form to			
CAPACITY CLAIM	IED BY SIGNER	DESCRIPTION	OF ATTACHED DOCUMENT		
☐ Individual ☐ Corporate Officer					
Title	e(s)	Titl	e or Type of Document		
□ Partner(s) □	Limited				
☐ Attorney-In-Fact	General		Number of Pages		
☐ Trustee(s)					
☐ Guardian/Conservator ☐ Other:			Date of Document		
Signer is representing: Name Of Person(s) Or Entity(ies)					
,, ,,					
		Signer(s	) Other Than Named Above		

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

#### **END OF PERFORMANCE BOND FORM**

## EXHIBIT "E" COMPENSATION

Street sweeping services are NOT subject to prevailing wage requirements.

Contractor shall receive compensation as specified in Section 3.3.1 of this Agreement based on the contractor's proposal, Cost Proposal Form, included under Exhibit "B" Schedule of Maintenance Services.

Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.

#### EXHIBIT "F"

### **WORKER'S COMPENSATION INSURANCE CERTIFICATION**

#### WORKERS' COMPENSATION DECLARATION

## I hereby affirm under penalty of perjury one of the following declarations: (ONE OF THE BOXES BELOW MUST BE CHECKED) I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are: Carrier Hartford Fire Insurance Company Policy Number 83 WN \$67103 I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws

of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses. and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: <u>66/21</u> , 2021
Consultant  Consultant
By: Ru
Regional Vice President
285 fawree St., Suite A, SurMarcos CA 92078 Address

# EXHIBIT "G" ROUTE MAPS AND LISTINGS

(the following pages)

## Street Sweeping 2021/2022

• Dark Friday Language

Regular Early morning Language

**Sweeping Routes Language** 

Early Morning Route Maps
 Dark Friday Map
 Regular Route Maps
 NPP Route Maps

Additional Notes

## **Dark Friday**

Del Cerro, Calle - Sweep both sides curb, gutters and medians twice a month. Ave - Pico to Ave. La Pata.

La Pata, Ave extencion - Sweep both sides curb, gutters and medians twice a month - Camino Del Rio to City Limit.

Costa Azul, Ave. - Sweep both sides curb, gutters and medians twice a month - Vista Hermosa, West Ave. to Roundabout.

Artemesia, Via - Sweep both sides curb, gutters and medians twice a month - Roundabout to Cul-De-Sac.

Entranada Del Sol - Sweep both sides curb, gutters and medians twice a month - Roundabout to Cul-De-Sac.

#### **EARLY MORNING**

4 a.m. to 7 a.m. DAILY (every week)
Except 4 a.m. to 9 a.m. each Working Friday

#### MONDAY - Need to confirm 44 Miles Route 1

- 1. Pico, Avenida from El Camino Real to County Line
- 2. De Los Molínos, Calle from El Camino Real to Avenida Navarro
- 3. Los Obreros Lane from Calle Valle to Calle de Los Molinos
- 4. Valle, Calle from El Camino Real to Camino de Los Molinos
- 5. De Industrias, Calle from Avenida Pico to Calle de Los Molinos
- 6. Pico Plaza, Via from Avenida Pico to Terminus
- 7. Navarro, Avenida from Pico to Los Molinos West Side Mondays
- 8. La Pata, Avenida from Avenida Pico to Terminus at Calle Extremo
- 9. Iglesia, Calle from Camino Vera Cruz to Avenida La Pata
- 10. Pintoresco, Calle from Iglesia to Iglesia
- 11. Vista Hermosa, Pico to 1-5 West of I-5 both sides
- 12. CASA parking lot 535 Avenida Fabricante 1st Monday each month
- 13. El Camino Real from Camino Capistrano to San Diego County line
- 14. Capistrano, Camino from El Camino Real to Del Gado Road
- 15. Boca De La Playa from Terminus to Avenida Pico
- 16. Del Mar, Avenida from El Camino Real to Avenida Victoria
- 17. Victoria, Avenida from Avenida Del Mar to Cazador Lane
- 18. Magdalena, Avenida from El Camino Real to Golf Course Club House
- 19. Lago, Calle from El Camino Real to Terminus
- 20. El Camino Real Protected Bike Lane (Need Response if Sweeper Can Sweep Area)

#### TUESDAY -- Need to confirm 49 Miles

#### Route 2

- 1. Pico, Avenida from Boca De La Playa to Avenida Presidio
- Amanecer, Calle from Avenida Pico to Avenida La Pata
- 3. La Pata, Pico to Saluda
- 4. Cordillera, Calle from Calle Amanecer to Terminus
- Sombra, Calle from Calle Amanecer to Terminus Northbound
- 6. Recodo, Calle from Calle Amanecer to Terminus
- 7. Negocio, Calle from Calle Amanecer to Terminus
- 8. Trepadora, Calle from Calle Amanecer to Calle Negocio
- 9. Callejon, Via from Avenida La Pata to Terminus
- 10. Pico, Avenida from Avenida Vista Hermosa to County Line
- Vista Hermosa, Avenida from and including Bridge over I-5 N/E to Puerta Del Sol
- 12. Presidio, Avenida from Avenida Pico to first right bend in road.
- 13. Del Sol, Puerta from Calle Alicante to Avenida Vista Hermosa
- 14. Alicante, Calle from Avenida Pico to Puerta Del Sol (incl. residential)
- 15. Batido, Calle (Bus. Park
- 16. Avanzado, Calle (Bus. Park)
- 17. Celosia, Camino (Bus Park)
- 18. Portofino, Calle from Botanico to Talega
- Talega, Avenida from Campanero N to Talega Bridge
- 20. Navarro, Avenida from Pico to Los Molinos East Síde Tuesdays
- 21. Vera Cruz, Camino from Avenida Pico to Carretera
- 22. El Camino Real from Camino Capistrano to Avenida Valencia
- 23. Capistrano, Camino from El Camino Real to Del Gado Road
- 24. Mira Costa, Camino from Camino Capistrano to Camino de Estrella
- 25. De Estrella, Camino from Calle Hermosa to Camino De Los Mares
- 26. De Los Mares, Camino from Camino De Estrella to Terminus
- 27. Agua, Calle from Los Mares to Tri-City reservoir

- 28. El Camino Real, West side streets posted "No Parking" from Camino Real to alley West side Avenida Florencia to Avenida Algodon
- 29. Del Mar, Avenida from El Camino Real to Avenida Victoria
- 30. Victoria, Avenida from Del Mar to Cazador Lane
- 31. 100 Block Avenida Cabrillo from the alley to Ola Vista Both Sides
- 32. 100 Block Avenida Granada from the alley to Ola Vista Both Sides

## WEDNESDAY -Need to confirm 21 Miles

#### Route 3

#### MEDIANS:

- 1. Pico, Avenida from El Camino Real to City limits... Added ECR to VH
- 2. La Pata, Avenida from Del Rio to Calle Extremo
- 3. Richard Steed Parking Lot. City Lot
- 4. La Pedriza, Camino from Avenida Vista Hermosa to Avenida Pico
- 5. Talega, Avenida to from Avenida Vista Hermosa to Camíno Tierra Grande
- 6. Vera Cruz, Camino from Avenida Pico to Costero Risco
- 7. Vista Hermosa, Avenida from West Avenida Pico to East Avenida Pico
- 8. Pico Plaza, Via from Avenida Pico to Terminus (Painted Medians)
- 10. De Estrella, Camino from Calle Hermosa to Camino De Los Mares
- 11. De Los Mares, Camino from Camino De Estrella to Terminus

#### WEDNESDAY

### Route 3

#### CITY PARKING LOTS Miles?: - Weekly

- 1. Avenida Cabrillo Lots
- 2. Avenida Granada Lot

## WEDNESDAY - Need to confirm 25 Miles Route 3

#### **CITY PARKING LOTS: - Bi-Weekly**

- 1. Corporate Yard
- 2. Boys & Girls Club Parking Lot
- 3. North Beach Parking Lots (Estacion & Beach Club Lots)
- 4. Avenida Linda Lane Parking Lot
- 5. Jim Johnson Park
- 6. Library Parking Lot
- 7. Pier Bowl Parking Lots
- 8. T-Street Metered Street Parking Area (W. Cristobal, Paseo from cul-de-sac to end of parking metered area, both sides)
- 9. Golf Course Lot
- 10. Califia, Ave. Metered Street
- 11. City Hall Parking Lot 910 Calle Negocio
- 12. San Gorgonio, Via Parking Lot
- 13. Magdalena, Avenida from El Camino Real to Golf Course Club House
- 14. Pico Park
- 15. Max Berg Park and in front of Las Palmas School
- 16. Forster Park

#### **EARLY MORNING SWEEPER 1 - Continued**

## THURSDAY - Need to confirm 46 Miles

- Route 4
  - 1. Pico, Avenida from El Camino Real to Avenida Presidio
  - 2. Los Obreros Lane from Calle Valle to Calle de Los Molinos
  - 3. Valle, Calle from El Camino Real to Camino de Los Molinos
  - 4. De Industrias, Calle from Avenida Pico to Calle de Los Molinos
  - 5. De Los Molinos, Calle from El Camino Real to Avenida Navarro
  - 6. La Pata, Avenida from Avenida Pico to Terminus South
  - 7. Saluda, Calle from Avenida La Pata to Avenida Talega both sides
  - 8. Pico Plaza, Via from Avenida Pico to Terminus
  - 9. Socorro, Via from Camino San Clemente to Via Ballena
  - 10. Batido, Calle (Bus. Park)
  - 11. Del Sol, Puerta (Bus. Park)
  - 12. Avanzado, Calle (Bus. Park)
  - 13. Celosia, Camino (Bus Park)
  - 14. Altea, Calle
  - 15. Portofino, Calle from Botanico to Talega
  - 16. Talega, Avenida from Campanero N to Talega Bridge
  - 17. El Camino Real from Camino Capistrano to Valencia
  - 18. Boca De La Playa from El Camino Real to Terminus
- 19. El Camino Real, East side streets, El Camino Real to Alley (posted No Parking 4 to 6 AM), from Marquita to El Portal
  - 20. Del Mar, Avenida from El Camino Real to Avenida Victoria
  - 21. Victoria, Avenida from Avenida Del Mar to Cazador Lane
  - 22. Magdalena, Avenida from El Camino Real to Golf Course Club House
  - 23. Lago Calle from El Camino Real to Terminus
  - 24. De La Paz, Avenida from El Oriente to Avenida Caballeros
  - 25. El Oriente from Avenida La Cuesta to Avenida Caballeros
  - 26. Caballeros, Ave. from Ave. El Oriente to Ave. De La Paz

- 27. De Estrella, Ave. from Ave. Palizada to Ave. Presidio
- 28. Cabrillo, Ave. from El Camino Real to Ave. De La Estrella
- 29. Palizada, Ave. from El Camino Real to Ave. Caballeros

## FRIDAY -Need to confirm 77 miles

#### Route 5

- 1. Pico, Avenida from El Camino Real to Avenida Presidio
- 2. Amanecer, Calle from Avenida Pico to Avenida La Pata
- 3. La Pata, Ave. Pico to Del Rio
- 4. Cordillera, Calle from Calle Amanecer to Terminus
- 5. Sombra, Calle from Calle Amanecer to Terminus
- 6. Recodo, Calle from Calle Amanecer Terminus
- 7. Negocio, Calle from Calle Amanecer to Terminus
- 8. Callejon, Via from Avenida La Pata to Terminus
- Trepadora, Calle from Calle Amanecer to Calle Negocio
- 10. Pico, Avenida from Vista Hermosa to County line
- 11. Vista Hermosa, Avenida from I-5 to Puerta Del Sol
- 12. Alicante, Calle from Avenida Pico to Puerta Del Sol
- 13. Vera Cruz, Camino from Avenida Pico to Carretera
- 14. El Camíno Real from Camíno Capistrano to San Diego County Line
- 15. Capistrano, Camino from PCH to Del Gado Road
- 16. Mira Costa, Camino, from Camino Capistrano to Camino De Estrella
- 17. De Estrella, Camino from Vista Del Mar to Camino De Los Mares
- 18. De Los Mares, Camino from Camino de Estrella to Terminus (including all médians)
- 19. Del Mar, Avenida from El Camino Real to Avenida Victoria
- Victoria, Avenida from Avenida Del Mar to Cazador Lane
- 21. Agua, Calle from Camino de Los Mares to Terminus
- 22. North Beach Parking Lots
- 23. Pier Bowl Parking Lots

## Early A.M. No Parking Locations Needing Enforcement Periodically

## Section 23. No Parking Areas

- 23.d-8a De Industrias, Calle, west side from the driveway at the Pico Pavilion (415 Avenida Pico) for a distance of 30 feet in the northerly direction.
- 23.d-8b De Industrias, Calle, east side between the driveway at 140 Calle de Industrias and 160 Calle de Industrias.
- 23.d-8c De Industrias, Calle, west side from the driveway at the Pico Pavilion (415 Avenida Pico) to the curb return at Avenida Pico.
- 23.d-66 De Los Molinos, Calle, west side, from its intersection with Avenida Pico in a northerly direction for a distance of 70 feet.
- 23.d-67 De Los Molinos, Calle, west side from the point of curb return south of Avenida Pico in a southerly direction for a distance of 60 feet.
- 23.d-67a De Los Molinos, Calle, east side from a point 193 feet south of the southerly driveway of the Pico Pavilion (415 Avenida Pico) to the curb return at Avenida Pico.
- 23.d-67b De Los Molinos, Calle, east side from the southerly driveway of the Pico Pavilion (415 Avenida Pico) for a distance of 25 feet in the southerly direction.
- 23.n-1 Navarro, Avenida, east side, between the two driveways on Avenida Navarro in front of 529 Avenida Pico (Denny's Restaurant).
- 23.n-2 Navarro, Avenida, northeasterly side, from its intersection with a portion of Lot 2, Block N, southwesterly 63 feet to end of curve of the curb return.
- 23.n-3 Navarro, Avenida, north side, 85 feet from curb return.
- 23.n-4 Navarro, Avenida, west side, between the two driveways at the 139 and 141 address.
- 23.n-5 Navarro, Avenida, west side, from a point 44 feet northeast of the driveway at the 161 address in a northeasterly direction a distance of 52 feet.
- 23.n-6 Navarro, Avenida, west side, from Pico north 313 feet.
- 23.n-7 Navarro, Avenida, west side, from the point of curb return at Avenida Pico in a northerly direction a distance of 90 feet.

### Section 28. Restricted parking areas.

## 28.c-2 Cabrillo, Avenida, City-owned parking lot between 102 and 122 Avenida Cabrillo,

a) Parking prohibited between the hours of 2:00 a.m. and 5:00 a.m. City parking permits are exempted.

b) No parking for street sweeping every Wednesday (except City Holidays) from 4:00 a.m. to 6:00 a.m. (no exemption).

## 28.c-3 Cabrillo, Avenida, City-owned parking lot between 121 and 145 Avenida Cabrillo,

a) Parking prohibited between the hours of 2:00 a.m. and 5:00 a.m. City parking permits are exempted.

b) No parking for street sweeping every Thursday (except City Holidays) from 4:00 a.m. to 6:00 a.m. (no exemption).

## 28.g-1 Granada, Avenida, City-owned parking lot at the 102 and 104 Avenida Granada, parking

a) Parking prohibited between the hours of 2:00 a.m. and 5:00 a.m. City parking permits are exempted.

b) 3-hour parking restriction from 7:00 a.m. to 7:00 p.m. (no exemption).

c) No parking for street sweeping every Wednesday (except City Holidays) from 4:00 a.m. to 6:00 a.m. (no exemption).

## 28.g-2 Granada, Avenida, City-owned parking lot between 111 Avenida Del Mar and 128 Avenida Granada address,

a) Parking prohibited between the hours of 2:00 a.m. and 5:00 a.m. City parking permits are exempted.

b) No parking for street sweeping every Thursday (except City Holidays) from 4:00 a.m. to 6:00 a.m. (no exemption).

## 28.p-6 Parking shall be prohibited between the hours of 4:00 a.m. and 6:00 a.m. on the following streets on the following days:

Street	Location	Days Prohibition is in Effect
Algodon, Avenida	both sides, alley to El Camino Real	Monday thru Friday
Aragon, Avenida	both sides, alley to El Camino Real	Monday thru Friday
Boca De La Playa	south side, alley to El Camino Real	Monday thru Friday
Cabrillo, Avenida	both sides, alley to El Camino Real	Monday thru Friday
	Algodon, Avenida Aragon, Avenida Boca De La Playa	Algodon, Avenida both sides, alley to El Camino Real  Aragon, Avenida both sides, alley to El Camino Real  Boca De La south side, alley to El Camino Playa Real  Cabrillo, Avenida both sides, alley to El Camino

5.	Canada, East	both sides, alley to El Camino Real	Monday thru Friday
6,	Canada, West	both sides, alley to El Camino Real	Monday thru Friday
7.	Del La Grulla	both sides, alley to El Camino Real	Monday thru Friday
8.	Del Poniente	both sides, alley to El Camino Real	Monday thru Friday
9.	El Portal, East	both sides, alley to El Camino Real	Monday thru Friday
10.	El Portal, West	both sides, alley to El Camino Real	Monday thru Friday
11.	Escalones, East	both sides, alley to El Camino Real	Monday thru Friday
12.	Escalones, West	north side, alley to El Camino Real	Monday thru Friday
13.	Florencia, Avenida	both sides, alley to El Camino Real	Monday thru Friday
14.	Granada, Avenida	both sides, alley to El Camino Real	Monday thru Friday
15.	Mariposa, East	both sides, alley to El Camino Real	Monday thru Friday
16.	Marquita, East	north side, alley to El Camino Real	Monday thru Friday
17,	Marquita, West	north side, alley to El Camino Real	Monday thru Friday
18.	Mateo, Avenida	both sides, alley to El Camino Real	Monday thru Friday
19.	Miramar	both sides, alley to El Camino Real	Monday thru Friday
20.	Rosa, Avenida	north side, alley to El Camino Real	Monday thru Friday
21.	Serra, Avenida	both sides, alley to El Camino Real	Monday thru Friday

- 28.d-8a De Los Molinos, Calle, both sides from Avenida Pico to Calle Valle (northwesterly intersection) parking shall be limited to 30 minutes between the hours of 2:00 a.m. to 5:00 a.m.
- 28.d-9 De Los Molinos, Calle, east side from a point 25 feet south of the southerly driveway of the Pico Pavilion Plaza (415 Avenida Pico) for a distance of 168 feet in the southerly direction towards Avenida Pico, parking shall be limited to thirty minutes between the hours of 2:00 a.m. to 5:00 a.m.
- 28.d-10 De Industrias, Calle, west side from a point 30 feet north of the driveway of the Pico Pavilion Plaza (415 Avenida Pico) for a distance of 345 feet in the northerly direction, parking

- shall be limited to thirty minutes between the hours of 2:00 a.m. and 5:00 a.m.
- 28.n-1 Navarro, Avenida, from 174 Avenida Navarro to 425 Calle De Los Molinos, parking shall be prohibited between the hours of 4:00 a.m. and 7:00 a.m. on the southwest side of said street on Monday of each month.
- 28.n-2 Navarro, Avenida, from 174 Avenida Navarro to 426 Calle De Los Molinos, parking shall be prohibited between the hours of 4:00 a.m. and 7:00 a.m. on the northeast side of said street on Tuesday of each month.
- 28.n-3 Navarro, Avenida, northeast side, parking prohibition from 174 Avenida Navarro to 424 Calle De Los Molinos on Fridays between the hours of 4:00 a.m. and 7:00 a.m.
- 28.n-4 Navarro, Avenida, southwest side, parking prohibition from 174 Avenida Navarro to 424 Calle De Los Molinos on Thursdays between the hours of 4:00 a.m. and 7:00 a.m.

# Sweeper Route #1 (Every 1<sup>st</sup> and 3<sup>rd</sup> Monday) Confirm Miles

### **Street Names**

Del Juego, Calle

Delicada, Calle

Dorado, Calle

Empalme, Calle

Escuela, Calle

Familia, Calle

Felicidad, Calle

Fiesta, Calle

Mendoza, Calle

Miguel, Calle

Neblina, Calle

Pescador, Calle

Presidio, Avenida (Ave. Pico to El Camino Real)

Pueblo, Calle

Rica, Calle

Robles, Calle

Salida, Calle

Sandia, Calle

Villario, Calle

## Posted Sweep (Every 1st and 3rd Monday) 9AM

Del Comercio, Calle - Eastside Northbound

Sweeper Route #2 (Every 1st and 3rd Tuesday)
Confirm Miles

### **Street Names**

Aguila, Calle

Altea, Calle

Columbo, Avenida

De Soto, Calle

Del Cerro, Calle

Dulcinea, Calle

La Pedriza, Camino

Malaguena, Calle

Monserrat, Calle

Nina, Calle

Pastadero, Calle

Talega, Avenida – From Calle Saluda Northbound to Terminus

Tierra Grande – From Avenida Talega to Via Garona

Vista Montana, Avenida

Posted Sweep (Every 1st and 3rd Tuesday) 9AM

Del Comercio, Calle - Westside Southbound

## Sweeper Route #3 (Every 1st and 3rd Wednesday)

#### **Confirm Miles**

#### **Street Names**

Acantilado

Amable, Calle

Amapola, Calle

Amigo, Calle

Baranda, Calle

Bellota, Via

Brisa, Calle

Burro, Calle

Chueca, Calle

Chueca, Via

Corral, Calle

Cuadra, Calle

De Los Mares, Camino - Frontage Road

Descanso, Calle

Dulce, Calle

Embocadura, Calle

Esteban, Calle

Faro, Camino Del

Fierros, Calle

Frontera, Calle

Ganadero, Calle

Gaucho, Calle

Guadalajara, Calle

Hidalgo, Calle

Hidalgo, Via

Juarez, Calle

Juarez, Via

Luego, Calle

Macho, Calle

Morado, Via

Nuevo, Calle

Paisano, Calle

Reata, Calle

Sopreso, Calle

Vallarta, Calle

Vera Cruz, Camino

Vista Hermosa, Avenida

## <u>Sweeper Route #4 (Every 1<sup>st</sup> and 3<sup>rd</sup> Thursday)</u> <u>Confirm Miles</u>

#### **Street Names**

Balboa, Calle

Ballena, Via

Bella Loma, Calle

Bonita, Calle

Caballeros, Avenida

Campo, Calle

Cascadita, Via

Cortez, Calle

Da Anza, Calle

De La Estrella, Avenida

De La Paz, Avenida

El Levante

El Oriente, East

El Oriente, West

La Cuesta, Avenida

La Placentia

Las Floras, Avenida

Patero De Oro, Avenida

Pizarro, Avenida

Presidio, Avenida – (Sonora to North La Esperanza)

Redondel, Calle

Revuelta Court

San Andreas, Via

San Carlos, Avenida

San Clemente, Camino

Seguro, Calle

Senda, Via

Sierra, Avenida

Socorro, Via

Sonora, Calle

Terraza Vista Bahia

Tinaja, Calle

### Posted Sweep (Every 1st and 3rd Thursday) 9AM

Alleys off of Calle Campana and Calle Canasta Both Sides Every Time

## Sweeper Route #5 (Every 2<sup>nd</sup> and 4<sup>th</sup> Monday) Confirm Miles

### **Street Names**

Abril, Calle

Alegre, Via

Alondra, Camino

Andalucia, Calle

Arboleda, Via

Arco, Calle

Bandita, Via

Bienvenido, Calle

Borrego, Calle

Breve, Via

Casa Loma, Via

Cascadita, Via

Corbina, Via

Del Campo, Via

Del Gado

Grande Vista, Calle

Guaymas, Calle

Juno, Calle

La Ventana

La Veta, Calle

Lado, Via

Manzana, Via

Mayo, Calle

Monte Vista

Montecito, Via

Montego, Via

Montezuma, Via

Nada, Via

Quieto, Calle

Real, Calle

San Gorgonio, Via

San Jacinto, Via

Santo Tomas, Via

Vaquero, Calle

Verbena, Via

Vicente, Calle Vista Torito, Calle Vistosa, Via

Posted Sweep (Every 2<sup>nd</sup> and 4<sup>th</sup> Monday) 9AM Calle Campana – Northside Westbound Calle Canasta – Northside Westbound

## Sweeper Route #6 (Every 2<sup>nd</sup> and 4<sup>th</sup> Tuesday)

### **Confirm Miles**

### **Street Names**

Afloramiento

Aldeano

Alforja

Altura

Arbolado

Arenillas

Arreos

Arroyo

**Bello Panorama** 

Blanco, Via

Bonanza

Caballista Del Norte

Caballista Del Sur

Cadena

Caminante

Campo Raso

Carretera

Cerca

Cercado

Charco

Costa

Domador

Doncello, Calle

**Eminencia Del Norte** 

Eminencia Del Sur

Ensenada

Estampida

Estancia

Estribo

Ganado

Heraldo

Heraldo, Calle

Hierro

Inclinado

Jinete

Llano Del Norte

Llano Del Sur

Montana

Novilla

Novilunio

Obrajero

Otero

Pandero

Penasco

Portico Del Norte

Portico Del Sur

Rebano

Riachuelo

Saramentoso

Sombreado

Torrenterra

Vacuno

Vera Cruz, Camino

## Posted Sweep (Every 2nd and 4th Tuesday) 9AM

Calle Campana – Southside Eastbound Calle Canasta – Southside Eastbound

# Sweeper Route #9 (Every 1st and 3rd Monday) Confirm Miles

#### **Street Names**

Acapulco, Avenida

Ardilla Lane

Bahia, Calle

Buena Ventura, Avenida

Carmelo, Avenida

Cisco, Via

Colibri, Via

Costanso, Avenida

Cota, Avenida

Crespi, Avenida

Del Cerrito, Calle

Dolores, Avenida

Dominguez, Avenida

Ensueno, Avenida

Gomez, Calle

La Sema, Calle

Los Bautismos Lane

Lucia, Avenida

Magdalena, East Avenida

Mimosa, Via

Ortega, Avenida

Pala, Avenida

Promontorio, Via

San Diego, Avenida

San Dimas, Avenida

San Fernando, Avenida

San Gabriel, East Avenida

San Luis Rey, Avenida

San Pablo, Avenida

Santa Inez, Avenida

Santa Margarita, Avenida

Toluca, Via

Zapada, Via

## Posted Sweep (Every 1st and 3rd Monday) 9AM

Del Comercio, Calle - Eastside Northbound

# Sweeper Route #10 (Every 1st and 3rd Tuesday) Confirm Miles

### **Street Names**

Alessandro, West Avenida

Calafia, Avenida

Capri, Calle

Cita, Calle

Cornelio, West Avenida

De La Riviera, Avenida

De La Serenata, Paseo

De Los Lobos Marinos, West Avenida

Del Pacifico, Calle

Del Presidente, Avenida

Junipero, West Avenida

La Costa, Avenida

Las Palmas, Calle

Lasuen, Calle

Lobiero, Avenida

Los Alamos, Calle

Madiera, Calle

Majorca, Calle

Monaco, Calle

Montalvo, Avenida

Monte Carlo, Calle

Monte Cristo, Calle

Ola Vista, South

Plaza De La Playa

Primavera, Calle

Ramona, West Avenida

Roca Vista, Calle

San Antonio, West Avenida

Serena, Calle

## Posted Sweep (Every 1st and 3rd Tuesday) 9AM

Del Comercio, Calle - Westside Southbound

# Sweeper Route #11 (Every 1st and 3rd Wednesday) Confirm Miles

### **Street Names**

Barcelona, Avenida Cadiz, West Avenida Conchita, Calle Cordoba, West Avenida De Cristobal, Paseo West Esplanade Gaviota, West Avenida La Rambla Marina, Vista Ola Vista, South Poco Paseo Princessa, Avenida Santiago, West Avenida Toledo, Calle Trafalgar Lane Valencia, West Avenida

# Sweeper Route #12 (Every 1st and 3rd Thursday) Confirm Miles

#### **Street Names**

Alcazar, Calle

Alcedo, Vista

Arlena, Avenida

Avila, Via

Buena Suerte, Avenida

Cantora, Vista

Catalina, Via

Cayenta, Vista

Cerrito Cielo

Cordoba, East Avenida

Cornelio, East Avenida

Cornelio, West Avenida

De Los Lobos Marinos, East Avenida

**Entrada Paraiso** 

Esparanza, Calle

Junipero, East Avenida

Junipero, West Avenida

La Cima

La Jolla, Via

La Mesa, Via

Ladera Lane

Mayita, Calle

Patricia, Calle

Ramona, East Avenida

Ramona, West Avenida

Salvador, Avenida

San Antonio, East Avenida

San Antonio, West Avenida

San Gabriel, East Avenida

San Gabriel, West Avenida

San Juan, East Avenida

San Pablo, Avenida

Valinda, Vista

Verde, Avenida

Sweeper Route #13 (Every 2<sup>nd</sup> and 4<sup>th</sup> Monday)
Confirm Miles

## **Street Names**

Posted Sweep (Every 2<sup>nd</sup> and 4<sup>th</sup> Monday) 9AM

Campana, Calle – Northside Westbound Canasta, Calle – Northside Westbound

Sweeper Route #14 (Every 2<sup>nd</sup> and 4<sup>th</sup> Tuesday)
Confirm Miles

## **Street Names**

Posted Sweep (Every 2<sup>nd</sup> and 4<sup>th</sup> Tuesday) 9AM

Campana, Calle – Southside Eastbound Canasta, Calle – Southside Eastbound