

Redline of Changes to Street Sweeping Agreement in Proposed Amendment

C.2. Time of Performance

~~The term of this Agreement shall be for the time period beginning July 1, 2010 and ending on June 30, 2013.~~

This Agreement shall expire June 30, 2032 (“Initial Term”). Notwithstanding the foregoing, the unexcused failure or refusal of Collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein. The Term may be extended for up to three (3) additional extensions, with each extension for a period of three (3) to five (5) years (each a “Successive Term”), following the expiration of the Initial Term or each Successive Term, upon mutual written agreement of the Parties made not less than ninety (90) days prior to the end of the Initial Term or any Successive Term.

C.3. Payment for Services

CONTRACTOR shall be compensated in an amount not to exceed ~~\$681,807.44.~~720,000 for services provided from the date of the Third Amendment to the Agreement. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to ~~CITY's~~CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.

5.1.7 Working Time Limits

~~Residential districts~~Residence Districts shall be swept between the hours of 8:00 AM and 4:00 PM in accordance with the schedule provided by the Public Works Superintendent ~~with the following exception: Sweeping on Monday through Thursday, provided, however (i) sweeping of The Strand shall start at 7:00 AM~~7:30 AM and end no later than ~~8:00 AM~~9:30 AM; (ii) sweeping in Residence Districts shall be scheduled in three (3) hour “window” periods; (iii) CONTRACTOR shall sweep around areas where cars are illegally parked or any other obstruction that prevents sweeping in the normal course of performance; and (iv) no later than January 1, 2023, the City updates street signage such that the end time for sweeping is one hour earlier than currently posted.

5.1.24 Clean Team Service

The CONTRACTOR will, as specified herein, provide a porter one day per week to clean and patrol (“Clean Team Service”) the following locations: Hermosa Avenue, from Herondo Street to 22nd Street; Pier Avenue, from the Pier Avenue to Valley Drive; and the parking structure located at Parking Lot C (“Additional Porter Area”). Cleaning Team Service will include litter removal, weed removal, and general and spot area cleaning. City will alert CONTRACTOR in writing of

areas that require special cleaning or pressure-washing in the Additional Porter Area, which CONTRACTOR shall provide as soon as possible but no later than ____ () business day of City's request. Clean Team Services will be provided on a regularly scheduled business day determined by City between the hours of _____ a.m. and _____ p.m.

5.1.25 Other Added Services

Notwithstanding any provision in this Agreement to the contrary, Contractor shall perform the following additional services:

<u>Area</u>	<u>Service</u>	<u>Frequency</u>	<u>Schedule</u>	<u>Months</u>
<u>Valley Park</u> <u>(2521 Valley Dr.)</u>	<u>Contractor will empty all outdoor trash cans and replace with plastic liners, as necessary</u>	<u>Once daily, as specified</u>	<u>Weekends</u> <u>Saturday and Sunday</u> <u>Summer</u> <u>Monday through Friday</u>	<u>Weekends</u> <u>January through December</u> <u>Summer</u> <u>May through September</u>
<u>Clark Field</u> <u>(861 Valley Dr.)</u>	<u>Contractor will empty all outdoor trash cans and replace with plastic liners, as necessary</u>	<u>Once daily, as specified</u>	<u>Weekends</u> <u>Saturday and Sunday</u> <u>Summer</u> <u>Monday through Friday</u>	<u>Weekends</u> <u>January through December</u> <u>Summer</u> <u>May through September</u>
<u>South Park</u> <u>(425 Valley Dr.)</u>	<u>Contractor will empty all outdoor and restroom trash cans and replace with plastic liners, as necessary</u>	<u>Once daily, as specified</u> <i><u>Parties to coordinate service time to provide optimum coverage of daily activities (i.e., morning, midday, late afternoon)</u></i>	<u>Saturday and Sunday</u>	<u>January through December</u>
<u>Strand wall</u>	<u>Pressure washing (or equivalent)</u>	<u>Once per month</u>	<u>Day and time to be determined by City and Contractor</u>	<u>January through December</u>

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 12/8/2022 3:14:05 PM	
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<u>Move To</u>	0
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Table moves from	0
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Format changes	0
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