

# AGREEMENT FOR PROFESSIONAL SERVICES

## ARTICLE 1 PARTIES AND PURPOSE

### Section 1.1 Parties

THIS AGREEMENT is entered into on \_\_\_\_\_, 2026, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SCA of CA, LLC , a Delaware limited liability company, qualified to do business in California (hereinafter "CONTRACTOR").

### Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with the Scope of Services attached, as Exhibit A and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for street sweeping services (hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

## ARTICLE 2 SCOPE OF SERVICES

### Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

### Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on July 1, 2026 and terminates upon the completion of the Scope of Services or on June 30, 2029, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, CITY may extend the terms of this Agreement for an additional two (2) one (1) - year extension; provided, CITY gives CONTRACTOR no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event

CITY exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) year(s).

### **ARTICLE 3** **COMPENSATION**

#### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

#### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

##### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractor on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

##### **Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

##### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910  
   Attn: Jesse Barnett

To CONTRACTOR:      SCA of CA, LLC  
   4141 Rockside Road, Suite 100  
   Seven Hills, OH 44131  
   Attn: Jesse Alvarado

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's

fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**Section 4.22 Counterparts and Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

\_\_\_\_\_  
AARON M. BUSCH  
Interim City Manager

APPROVED AS TO FORM:

SCA of CA, LLC , a Delaware limited liability company qualified to do business in California

By: \_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney

By: \_\_\_\_\_  
Name: BRAD BECKER  
Title: Vice President

**Attachments:**

**Exhibit A/B – Scope of Services & Fee Proposal**

**Exhibit C – Insurance Requirements**

**Exhibit – Federal Transit Funding Conditions (if applicable)**

**Funding Source:** \_\_\_\_\_  
**(Business Unit & Account No.)**

Doc ID: \\PWADC02\msc\$\GROUP\ADMIN\PSAs\SCA OF CA

CA: Rev.03.2026-VS (CA Formatted)



**Request for Proposal  
For  
Street Sweeping Service**

**Proposal Due:  
Friday April 10th, 2026 5:00 p.m.**

**Attn: Jesse Barnett, Street Superintendent  
Public Works Department  
1331 S Ham Lane  
Lodi, CA 95242**

Proposals may be submitted by mail or delivered directly to the above address prior to the date and time specified. Postmarks will not be accepted. Proposals may also be submitted electronically to [jbarnett@lodi.gov](mailto:jbarnett@lodi.gov)

Questions should be directed to Jesse Barnett, Street Superintendent, email preferred [jbarnett@lodi.gov](mailto:jbarnett@lodi.gov) or (209) 269-4932

**Scope of Service**

The City of Lodi is requesting proposals for Street Sweeping Services. The Work to be done consists of sweeping, either by machine sweeping or hand sweeping all designated improved streets including curb returns and median islands within the area on a uniform schedule as shown on the Exhibit A. No machine street sweeping should be done during rainstorms or for any other reason that makes sweeping impractical as determined by the Public Works Director or his assigned. Contractor must be able to determine the effectiveness of street sweeping on road segments without sidewalk, curb, and gutter and make recommendations to City of Lodi.

**Schedule of Work**

Contractor shall develop a sweeping schedule for approval by the City. Areas shown in (Exhibit A) shall be serviced on the 2nd Friday of each month. Contractor shall be aware of trash collection days for areas to be swept; sweeping shall not interfere with trash collection; and shall be done as soon as possible after trash collection.

City will provide current sweeper and garbage pickup schedule. The City reserves the right to modify the sweeping day(s) to prevent trash collection overlap or City observed holidays.

All routes must be completed on the day scheduled except as provided for weather delays, holidays, and unpredicted equipment failure. Only public streets are to be swept under this contract. Private streets and area inside shopping centers will be privately maintained by others.

Many area indicated in Exhibit A are still under development and new curb miles will be added to the route as projects are accepted by the City. Any area or streets not designated by the City shall not be swept. The contractor shall be paid by the actual curb miles swept for the month. The City reserves the right to expand or remove the service area as needed.

**Time of Completion/Working Days**

Time is of the essence in fulfillment of this contract. The contractor is responsible for supplying and scheduling all labor, materials, tools, equipment and incidentals necessary for completion of all work on the schedule.

**Liquidated Damages**

Liquidated damages in the amount of \$200 per calendar day will be assessed to the contractor until said work is completed.

**Equipment**

Equipment not suitable to produce the quality of work required shall not be permitted to operate on the contract work. All equipment shall be subject to the approval of the Public Works Director prior to use. All sweeping equipment shall have appropriate safety markings consisting of all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with the State Vehicle Code, the City's Noise Ordinance and approved by the Public Works Director.

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company and telephone number on each side of the equipment.

Equipment must be maintained and clean at all times; mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when pick-up ability becomes repaired.

Preference will be given for the use of regenerative air sweepers.

The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted.

#### **Dust Control**

The sweeper shall supply the proper volume and pressure of water at all times to adequately control dust during the sweeping operation

#### **Traffic Counters**

The Contractor is cautioned that at various times and locations the City will temporarily install portable traffic counters which utilize a hose placed in the roadway. The Contractor shall work with the City's Traffic Division on its sweeping schedule to avoid sweeping areas with counters in place. If an area with a counter must be swept, care should be taken to avoid the counter hose. If the Contractor's equipment causes damage to such a counter, appurtenances, he/she shall bear the entire costs of restoration, repair, testing, or replacement of the traffic counter.

#### **Call-Backs**

In the opinion of the Public Works Director, whenever a section of street is inadequately swept, the Contractor shall, within 24-hours after notification, re-sweep the section in question and shall forfeit as a penalty fifty dollars (\$50) for each time a street is inadequately swept. No additional payment will be made for call-back sweeping.

#### **Equipment**

Brooms, tires, gas, oil and other required parts and materials are to be provided by the Contractor.

#### **Age of Vehicles**

The age of all streets sweeping equipment shall be no older than six (6) years, unless the Public Works Director grants approval.

#### **Complaints**

Complaints regarding the street sweeping operations, which the Public Works Director considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within two (2) days the Contractor shall submit to the Public Works Director a report of the action taken on each complaint. The report shall be on a form approved by the Public Works Director.

#### **Extra Work**

Additional work will be classified as Extra Work when it will not become apart of the ongoing monthly contract services. Extra Work shall be paid for at the rate per curb mile specified in the Contractor's proposal.

Extra Work may include but is not limited to construction, spillage, accidents, sandblasting, paving preparation, and special events which may require sweeping services during the contract period.

For scheduled Extra Work services, the Contractor will be given ten (10) days written notice of the need. The Contractor shall meet these scheduled extra needs with his/her own forces or with subcontracted forces.

For unscheduled Extra Work, the Contractor will respond as quickly as possible and in no event will the response time exceed 24 hours.

### **Performance Standards**

Street sweeping shall leave work areas free of litter, rubbish, leaves, sand, dirt, garbage and other foreign material in accordance with current industry standards of cleanliness for routine and emergency street cleaning. Additional performance standards include:

- a) Street sweeping services will commence July 1, 2026 and be maintained per the attached schedule for the remainder of the contract. If it is later determined by the City that sweeping shall be more or less frequent in designated areas, the contractor shall be notified one (1) month prior to the new schedule for required sweeping;
- b) Street sweeping shall consist of the removal by mechanical and vacuum street sweepers of all debris from all portions of the street, including, but not limited to both sides of residential streets, adjacent to residential raised medians, street intersections, the areas adjacent to arterial/collector street curbs and raised medians (such as left turn pockets) and the center striped area of arterial/collector streets.
- c) When necessary for proper street cleaning, more than one pass will be made on the street without additional charge;
- d) Additional sweeps requested by the City for unsatisfactory performance shall be responded to immediately;
- e) The City reserves the right to add additional streets and/or other right-of-way to the street sweeping schedule; and to request special sweeps other than regularly scheduled sweeping, when there are unusual conditions such as traffic hazards, parades and similar events. The contractor shall provide any additional sweeping services at the agreed upon curb mile cost;
- f) Sweeping in residential areas shall not commence prior to 5:00 a.m.;
- g) Contractor shall maintain a consistent sweeping schedule as approved by the City and shall maintain standby equipment to be used in the event of equipment breakdown or an emergency;
- h) Sweepers shall not be operated faster than 10 mph when sweeping paper, leaves or light trash; 5 mph when sweeping normal accumulation of dirt, sand and gravel; and 3 mph when sweeping heavy accumulation of dirt, sand and gravel.
- i) Contractor shall make arrangements with the City's Water Utility to obtain and pay for water necessary for street sweeper operations. The City shall review and approve water access locations.
- j) Contractor shall be responsible for disposal of all refuse collected by hauling the same to the City approved disposal area. **The disposal site, located at 1331, South Ham Lane, can only be used after 7 am or with 24-hour prior notice to the City Streets Supervisor.** Storing, transferring to, obtaining and paying for disposal sites shall be the sole responsibility of the City.
- k) The City shall be the sole authority for canceling scheduled street sweeping due to inclement weather. When inclement weather prevents adherence to the regular sweeping schedule for two or less days in a given week, the sweeping areas so affected by the inclement weather shall be swept within seven days of the scheduled sweeping

without interruption of the regular sweeping schedule. Contractor shall perform all work due to inclement weather without additional charge.

- l) In the case of prolonged inclement weather, the City at its discretion, will consider the Contractor's request to eliminate sweep days not completed. If sweep days are eliminated, the Contractor shall credit the City for curb miles not performed.
- m) Contractor shall be paid only for the actual curb miles swept. Said compensation includes the removal and disposal of all accumulated debris to the City's dedicated location. The City covers all fees associated with the final disposal site.
- n) Contractor shall track daily curb miles swept and estimated cubic yards of debris collected. At the discretion of the City, contractor may be requested to report green waste (leaf litter, etc.) disposed as an estimated percentage of total debris (using visual or other means). A monthly report will be required by the 15<sup>th</sup> day of each month.
- o) Contractor shall not sweep on Saturday, Sunday or recognized City holidays. City calendar will be provided.**
- p) Contractor shall develop a sweeping schedule for approval by the City. Contractor shall be aware of trash collection days for areas to be swept; sweeping shall not interfere with trash collection; and shall be done as soon as possible after trash collection.**
- q) Contractor shall handle all customer calls related to their sweeping service area. Calls will need to be received and addressed during normal business hours. Schedule of contractor's business hours should be provided to the City. Calls received outside of the contractor's service area shall be directed to the City's Streets Supervisor.
- r) Contractor shall spray streets with water during street sweeping operations to the extent required to minimize blown dust/dirt in compliance with San Joaquin County Air Pollution Control District (APCD) and California Air Resources Board (CARB) PM-10 and PM-2.5 requirements.

#### **City Rights/ Determining of Best Bid**

The City may:

- a) Determine the best bid considering rates offered and/or projections of total cost computed by the City based on past experience.
- b) Contractor is to provide a minimum of three references from comparable or larger size street sweeping contracts. Failure to provide references shall be grounds for rejection of bids at the discretion of the City.
- c) Reject any or all bids or waive any informality in any bids.
- d) Consider bids for a period of 60 days following the time of receipt of bids before deciding which bid, if any, will be accepted.
- e) Increase or decrease the amount of work to be performed with no change in the unit price.

#### **Subcontracting Limitation**

The Contractor shall not subcontract more than 20% of the work based upon the total amount of the street sweeping contract except as permitted by the Director of Public Works.

**Assignment of Contract**

The Contract shall not be assigned without written consent of the City Manager.

**Insurance**

The contractor shall provide and keep current during the entire duration of the liability insurance as indicated in the contract (Profession Service Agreement). A sample agreement is attached as Exhibit B. By submitting a proposal, contractor agrees that the language provided in the sample agreement is acceptable.

**Penalties**

It is mutually agreed that timely and complete performance of all aspects of this contract is of extreme importance to both parties. By entering a contract for performance of all work called for in these specifications, the Contractor agrees to the following penalties as being appropriate and acceptable, and further agrees that such penalties, if monetary, may be deducted from funds otherwise due and payable to the Contractor.

- Failure to meet quality standards 10% of the time: As determined by the Public Works Director. Delay of progress payment 10 + days and/or possible calling of Performance Bond and/or possible termination of contract.
- Failure to sweep the required 8-foot width from the curb face.
- Call backs as specified in section Call-Backs: \$50 penalty fee for each call back.
- Failure to report actions on complaints within two working days as specified in section Complaints: \$50 penalty fee per day for each day late.

**Progress payments**

Invoices for all services provided in the previous month should be submitted by the 10th of the month. If, in the opinion of the Public Works Director all services have been provided in a timely and competent manner, full payment will be made by the first of the following month.

**Additions and Deletions**

The City of Lodi reserves the right to add or delete curb miles and to increase or reduce the sweeping frequency called for in these specifications. The amount bid per curb mile will be used for additions or deletions and will dictate the maximum increase that will be allowed for additional miles or additional frequency. That amount will also dictate the minimum reduction in monthly cost for deletion of curb miles or decrease in sweeping frequency.

**Bids for Service**

Rate per curb mile applicable from July 1, 2026 to June 30, 2027 and from July 1, 2027 to June 30, 2028 and from July 1, 2028 to June 30, 2029 - Total cost from July 1, 2026 to June 30, 2029 based on:

Rate/Curb mile \$ 68.25 x50 curb miles = \$ 3,412.50 July 1, 2026 to June 30,2027

Rate/Curb mile \$ 71.66 x50 curb miles = \$ 3,583.12 July 1, 2027 to June 30, 2028

Rate/Curb mile \$ 75.24 x50 curb miles = \$ 3,762.15 July 1, 2028 to June 30, 2029

Total \$ 129,093.24 July1,2026 to June 30th, 2029

The City may renew the Agreement on annually for up to two additional years. The annual increase shall not exceed the Consumer Price Index (CPI) for the West Region, Urban, unadjusted. The maximum increase in any year shall not exceed five percent.

Either party may cancel the Agreement upon ninety (90) days written notice.

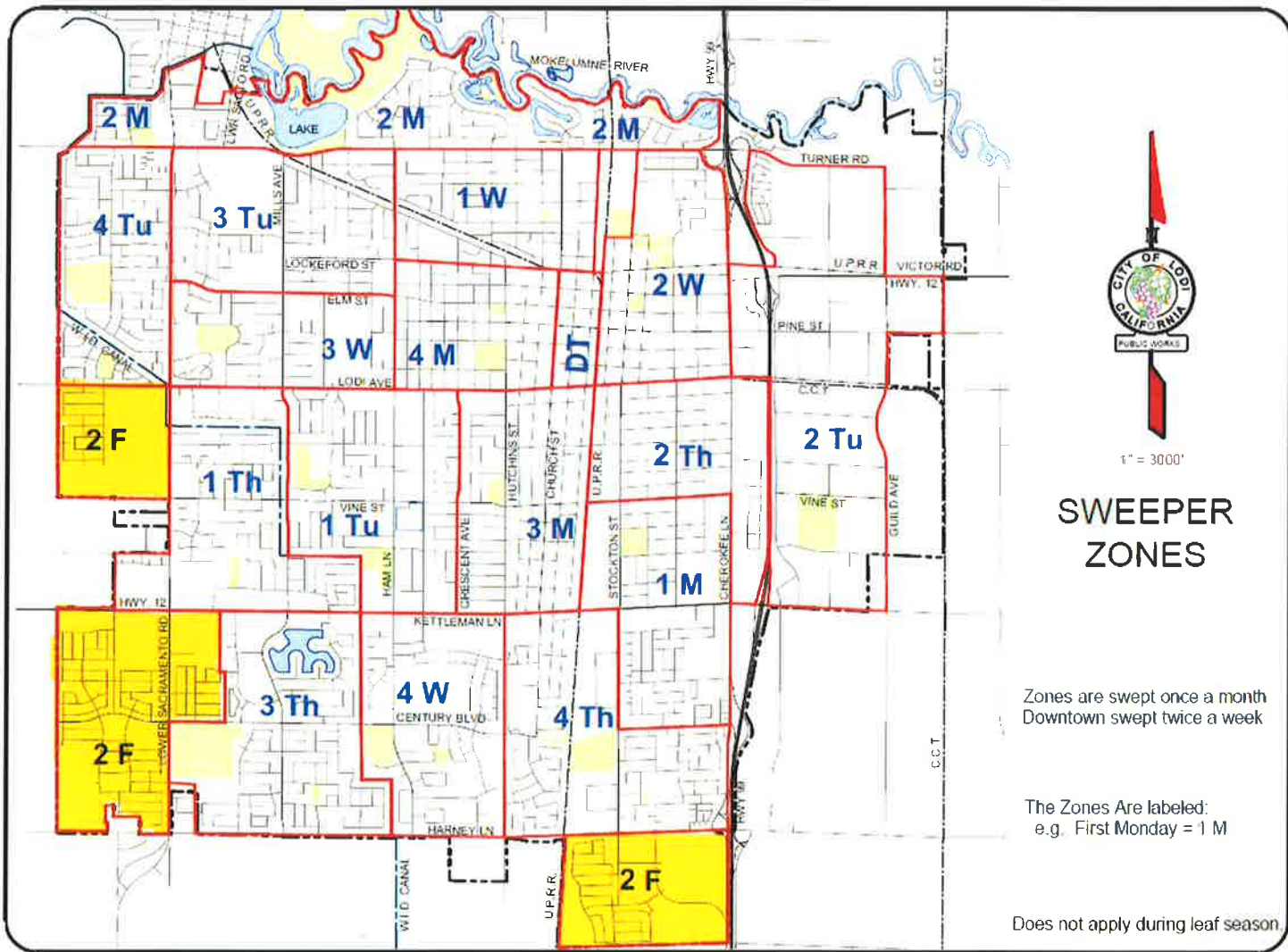
This document shall be sealed and submitted by 5:00 PM on Friday, April 10th, 2026 at 1331 S. Ham Lane, CA 94242. Proposals may also be submitted electronically to [jbarnett@lodi.gov](mailto:jbarnett@lodi.gov) All sealed proposals will be opened at the above address.

Name of Contractor: SCA of CA, LLC

Bidder's Signature  Brad Baker  
Regional Vice President

Per Senate Bill 854, contractors and listed subcontractors must be registered with the Department of Industrial Relations (DIR) prior to submitting bids to any public work contracts. Failure to comply will make bids non-responsive. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR pursuant to Labor Code Section 1725.5.

**Not to Exceed \$129,100.00**



1" = 3000'

# SWEEPER ZONES

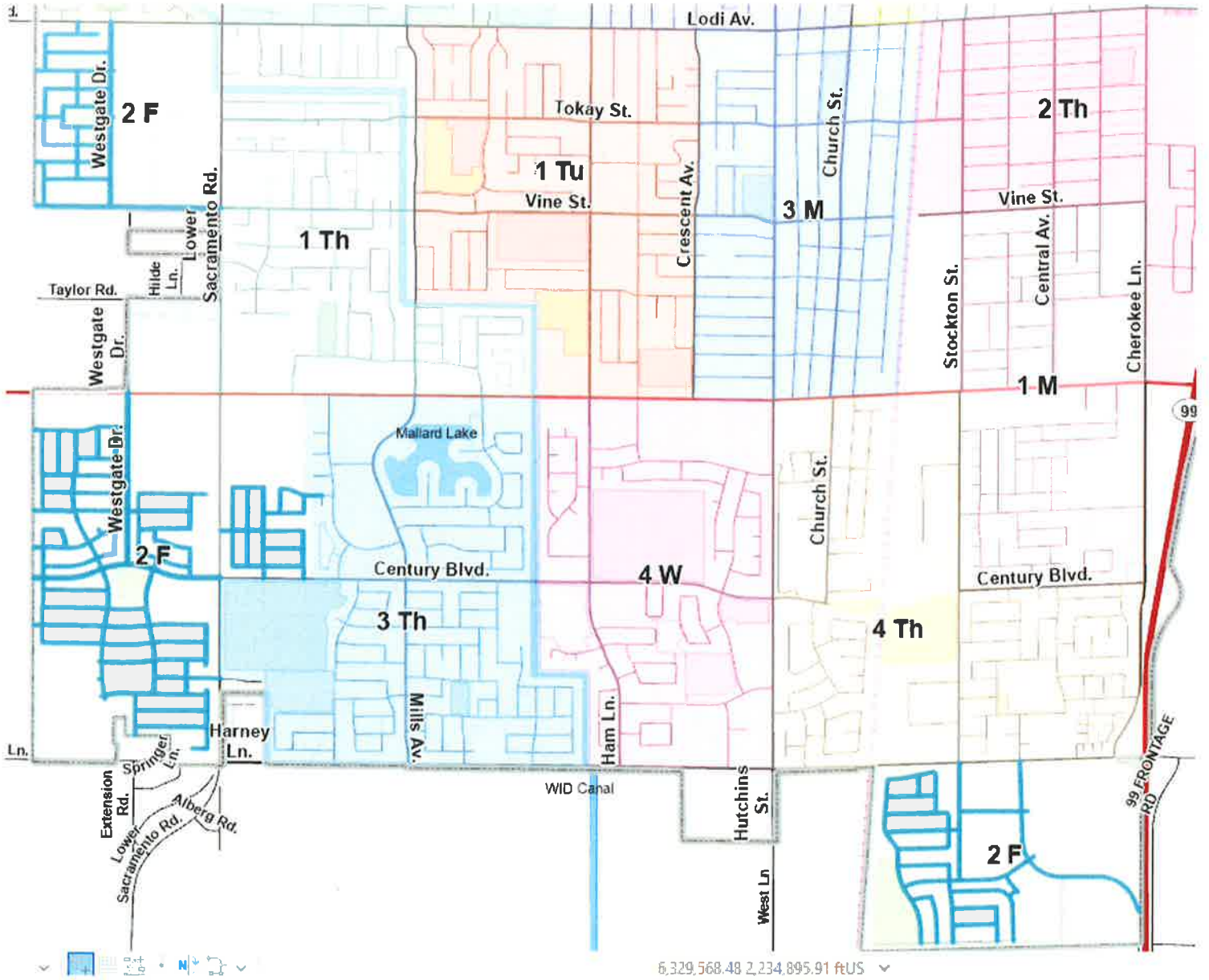
Zones are swept once a month  
Downtown swept twice a week

The Zones Are labeled:  
e.g. First Monday = 1 M

Does not apply during leaf season.

Sweeper zones 2F highlighted in blue

Total Curb Miles = 37.2





# EXHIBIT C

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically**

## Insurance Requirements for Most Contracts (Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

### **Other Insurance Provisions:**

- (a) **Additional Named Insured Status**  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) **Primary and Non-Contributory Insurance Endorsement**  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad as** ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage  
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions  
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits  
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.