

## **Exhibit 8**

### **Street Sweeping Services**

Contractor shall provide Street Sweeping Services during the Term in accordance with the terms and conditions of this Agreement.

Manner of Service. Contractor shall provide a Complete Sweep of all Curb Miles on all publicly maintained City Streets. Within any Curb Mile, Contractor shall be responsible for sweeping all curbs including the corners from any cross street intersecting the subject street. Contractor shall obey all laws governing the operation of the sweepers on a public street and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

Contractor shall furnish all materials, labor, supervision and equipment necessary to perform all work required for regularly scheduled sweeping of all public streets in the City at the frequency and within the time frames described in **Exhibit 8**. Within 90 days of the Effective Date, Contractor shall adopt a City approved street sweeping schedule that follows City provided street sweeping service route maps and schedule, including adjustments for Holidays. Exceptions resulting from equipment breakdowns shall be immediately reported to the City with a catch-up schedule.

Contractor shall also provide an annual 200-hour time bank for unscheduled sweeping and related services or as otherwise assigned by the City upon one (1) Work Day's notice. Contractor shall make reasonable efforts to respond to emergency incidents including vehicle accidents, illicit discharges, and other emergencies within two hours or best effort depending on the severity of the incident.

Maps. Contractor shall use City provided street sweeping service route maps to create new Contractor street sweeping service route maps. Contractor may submit alternative routes to the City for review and approval upon discretion of the City, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the City website.

Sweeping Method. Unsweepable items that impede sweeping, such as palm fronds, rocks, trash and debris shall be removed from the sweeping path and properly disposed of by the operator rather than driving around them. Items that impede sweeping and are immovable such as construction debris and impaired vertical or horizontal clearance by tree limbs shall be reported to the City immediately for correction. Contractor is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall immediately report to Contractor and the City all Illicit Discharges observed during routes. Contractor shall train all operators to recognize Illicit Discharges and stormwater pollution sources prior to work as street sweeper operators and annually thereafter. Such training shall be documented and made available for review by the City.

In areas where drainage is a problem, Contractor shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street during the sweeping operation. If standing water is over the top of curb, then Contractor shall not be required to sweep that specific area. Sweeper operators shall report all areas with drainage problems to the City on a monthly basis, or as deemed appropriate by Contractor.

Standards of Service. All areas swept under this Agreement shall be thoroughly cleaned. All debris shall be picked up by the sweeper unit and disposed of at Contractor's expense as outlined in this Exhibit. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation, and all other debris that accumulates between sweeps. Curb lines shall be swept along both sides of the roadway, or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted medians, painted left and right turn pockets, and all intersection cross gutters. Sweeping shall normally require one pass over an area. Contractor shall make additional passes or make such extra effort required to adequately clean the street to the satisfaction of the City. Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its swept path. The service standards in this Article may be reviewed and modified as conditions warrant to maintain cleanliness by the City or as necessary to comply with any regulatory permits issued to City.

Water. Contractor shall obtain water services from the appropriate water utility for the water necessary in the street sweeping operation and use sufficient water to prevent dust arising during sweeping operations.. The cost of the water shall be borne by Contractor.

- When possible, Contractor shall use reclaimed or tertiary recycled water.
- Contractor shall not discharge liquid waste from the sweeper units onto City streets or into the storm drain system.
- Washing of sweepers on City property is prohibited. Any and all washing of sweeper units shall be compliant with Section 14.03. Contractor shall implement best management practices when loading water into the street sweepers to prevent any overflow/potable water discharges into the storm drain system.

Sweeper Speed. Contractor shall operate the sweepers at a speed of not more than ten (10) miles per hour in residential and commercial areas when sweeping or when the sweeper brooms are down, unless Contractor can demonstrate that the sweeper can operate efficiently and safely at a higher speed. City will use industry standards, Environmental Protection Agency information, and the sweeper manufacturer's recommendations on the speed of sweepers when considering greater speeds.

Width of Sweeper Path. Contractor shall sweep all curb miles and all bike lanes with all brooms down, unless parked vehicles, structures, or other objects prohibit the safe sweeping of this path width. The path shall begin at the face of the curb and include the flow line of the gutter. Unless blocked by parked cars, Garbage Carts, Recycling Carts, or Organics Carts the face of the curb and gutter shall always be included within the sweeper path. On those residential streets with no curb, the width of the sweeper path shall be not less than eight (8) feet measured from the edge of the pavement toward the center of the street.

Street Sweeping Frequency.

Residential Streets. Contractor shall provide Street Sweeping Service for each Curb Mile of residential streets in the City once every other week on a scheduled route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, Contractor shall adjust the route schedule as set forth in Article 3. This specifically includes:

- All public residential streets within the City limits.

- All private residential streets within the City limits, the Contractor shall obtain access from the Home Owners Association on mutually agreeable terms and conditions. Individual Home Owners Associations may negotiate directly with Contractor for more frequent street sweeping at the Home Owners Association's expense.

Commercial Streets. Contractor shall provide Street Sweeping Service for each Curb Mile of commercial streets in the City once per week on a scheduled route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, Contractor shall adjust the route schedule as set forth in Article 8. This specifically includes:

- All non-residential streets within Service Area.

Change in Frequency. The City may direct Contractor to change the frequency of street sweeping for any City street. Contractor shall implement City-directed changes in frequency within fifteen (15) Work Days of receipt of written notice from the City Representative to adjust sweeping frequency. Any changes under this Article shall be treated as City-directed changes under Section 26.01.

Street Sweeping Hours of Service.

Residential Streets. Contractor shall provide Street Sweeping Service on residential streets commencing no earlier than 6:00 a.m. and terminating no later than 10:00 p.m. Monday-Friday. Street Sweeping Services shall take place five days per week. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative. Sweeping in residential areas shall be coordinated with Collection Services to ensure that sweeping occurs after collection of all Carts has been completed on a specific street.

Commercial Streets. Contractor shall provide Street Sweeping Service on commercial streets commencing no earlier than 6:00 a.m. and terminating no later than 10:00 p.m. Monday-Friday. Street Sweeping Service shall take place five days per week. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

Downtown Area. Street Sweeping in the downtown area or other areas as designated by the City may commence no earlier than 7:00 a.m. and terminate no later than 7:00 p.m. Monday-Friday. The City may restrict Street Sweeping hours in the downtown area or other areas where noise or traffic negatively affects the surrounding neighborhoods.

State Routes. When street sweeping takes place on a state route, the contractor shall send the city an itemized statement showing the miles of state route swept, approximate amount of debris removed, and the amount of time spent sweeping the State Route. The State Routes currently on the sweeping routes include State Route 183 (North Main Street from SR 101 to Market Street and Market Street from North Main Street to South Davis Road) and State Route 68 (South Main Street from City Limits to John Street and John Street from North Main Street to SR 101).

Other Areas. Designated collector, arterial streets and City facilities may also be swept on Saturdays between the hours of 7:00 a.m. and 7:00 p.m. upon approval of the City.

Street Changes. City and Contractor acknowledge that it may be necessary or desirable to add or delete City streets for which Contractor will provide Street Sweeping Services or to temporarily modify sweeping schedules. City will provide notice of any such changes to Contractor which may be caused by the following:

- Construction or development on or along a street.
- Pavement maintenance activities, including the chip seal program or the slurry seal program.
- Inclement weather when running water renders sweeping ineffective.
- Special sweeping on alternative schedule.
- Other legitimate reasons that make sweeping impractical as determined by the City Representative.

Street Additions. As new streets are constructed and accepted by City, City may, at City's sole option, designate such streets as part of the Service Area for the purposes of Street Sweeping Services. If the City Representative designates such streets as part of the Service Area, Contractor shall provide Street Sweeping Service on such streets under the terms and conditions of this Agreement within fifteen (15) Work Days of receipt of written notice from the City Representative to begin service. Any changes under this section shall be treated as City-directed changes under Section 26.01.

Street Deletions. City may require some City streets to be temporarily or permanently removed from the list of scheduled streets for which Contractor provides Street Sweeping Service under this Agreement. Contractor shall immediately cease providing Street Sweeping Service to any City Street upon receipt of written notice from the City Representative to stop such service. When a City Street has been temporarily removed from the list of scheduled streets, Contractor shall resume Street Sweeping Service on such street in the next regularly scheduled cycle following the receipt of written notice from the City Representative to resume service.

Revised Maps. City shall provide revised Street Sweeping Service route maps to show the addition or deletion of City Streets as provided above. Contractor may submit alternative maps to the City for review and approval upon discretion of the City, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the City website.

Parking Restrictions. The City will provide written notice to Contractor of any streets where permit parking may impact scheduled Street Sweeping Service. Contractor may be required to adjust sweeping schedules to sweep prior to the permit parking restrictions. Changes to parking restriction shall be consider a change in scope.

Adverse Weather Conditions. Because of varying rain conditions throughout the City, Contractor may verbally request permission from the City Representative to cancel sweeping during heavy and persistent rainstorms within the Service Area. Contractor may cancel sweeping only with the prior consent of the City Representative.

Hazardous Waste. Contractor shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, Contractor shall immediately report the location to the City Representative, and any other responsible agency.

Disposal of Sweep Waste. Contractor shall transport and deliver all Sweep Waste to designated Bins or the approved transfer station facility. If approved by the Organics Processing Facility, Contractor will collect all Bins containing Sweep Waste and deliver to an Organics Processing Facility in a manner that meets AB 939 or other waste diversion requirements established per CalRecycle. In the event the facility is closed on a

Work Day or is otherwise unable to accept the Sweep Waste, Contractor shall transport and deliver the Sweep Waste to such other legally permitted facility approved by the Agreement Administrator. Sweep Waste recycling and processing shall be by agreement between the Contractor and the City and shall not be calculated as part of the annual diversion rate required in Article 5. Notwithstanding the foregoing, Contractor shall not be responsible for the transportation, processing or disposal of Exempt Waste that may be found in city street sweepings, and the City shall retain all such responsibility.

Spillage. During hauling, all Sweep Waste shall be contained, covered and enclosed so that leaking, spilling and blowing of the Sweep Waste is prevented. Contractor shall be responsible for the immediate clean-up of any spillage caused by Contractor.

Equipment oil, hydraulic fluids, or any other liquid or debris resulting from Contractor's operations or equipment must be covered immediately with an absorptive material and removed from the street surface. Contractor must document spillage and notify the Wastewater Manager within two (2) hours of any spills resulting from Contractor's operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City's Wastewater Manager to be compliant with the City's stormwater permit.

The above paragraphs notwithstanding, Contractor must clean up any spillage caused by Contractor within two (2) hours upon notice from the City. If City deems necessary, Contractor must engage third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts. If clean-up is not conducted to satisfaction of City, City has right to engage environmental clean-up specialist to perform additional clean-up work at the expense of Contractor.

To facilitate such cleanup, Contractor's vehicles must at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

Street Sweeping Service Routes. Contractor shall adopt a City approved street sweeping schedule that follows City provided street sweeping service route maps and schedule. Contractor may submit alternative maps to the City for review and approval upon discretion of the City, within ninety (90) days from receipt of written notice. Contractor's submittal for supply route maps should precisely define the Sweeper Routes for review and approval by the City Representative. The route maps shall include the days of the month sweeping shall occur, the sweeping schedules in adjacent areas, the areas of the City to be swept, the start and finish of each route, the location of each dumpsite, and any special needs such as early starts, and late finishes.

The City Representative may provide written comments on the preliminary maps to Contractor no later than twenty (20) Work Days after receipt of the maps from Contractor. Contractor shall revise the maps to reflect such comments and return them to the City Representative within twenty (20) Work Days after receipt of the City Representative's comments.

Contractor shall develop and maintain the Sweeping Routes on a computerized mapping system that is compatible with City's mapping system to the extent possible. Street Sweeping maps provided to the City shall be in a format that is suitable for posting to the City website. In addition the scheduled Street Sweeping day for each Residential and Commercial Service Recipient shall be recorded as part of the Contractor's Service account database provided to the City in the Waste Reporting System.

Service Route Changes. In general, Contractor is to adopt a City approved street sweeping schedule that follows City provided street sweeping service route maps and schedule. However, Contractor may submit to the City Representative, in writing, any proposed route change (including maps thereof) not less than forty-five (45) days prior to the proposed date of implementation. Such changes shall also be reflected in Contractor's printed route maps.

The City Representative may provide written comments to Contractor on such proposed change no later than ten (10) Work Days after receipt of the proposal from Contractor, and Contractor shall revise the routes to reflect such comments and return them to the City Representative within ten (10) Work Days of receipt of such comments.

Contractor shall not implement any route changes without the prior written approval of the City Representative. If the approved route change will change the day on which Street Sweeping Service will occur, Contractor shall notify the affected Service Recipients of route changes not less than thirty (30) Work Days before the proposed date of implementation in a manner approved by the City Representative.

Other City Sweep Service. If during the Term, circumstances exist that require work associated with the Street Sweeping Service program that is not specifically provided for in this Agreement, the City Representative may require Contractor to perform such other associated work ("OAW"). Any changes under this section shall be treated as City-directed changes under Section 26.01 to the extent that the requested services are not included in the 200 hour time bank provided in this Exhibit 8.

When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of the City Representative.

Examples of OAW that Contractor may be required to perform include: performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, City requested clean-up services, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance.

Street sweeper operators shall carry a field tablet on the sweeper and provide data in a field application as requested by the NPDES division. The City will provide training on the use of the field application for NPDES data requirements.

Street Sweeping Quality of Work. The standards of performance which Contractor is obligated to meet are those good street sweeping practices which leave the service area in a debris and dirt-free condition, and using sufficient water to avoid airborne dust arising from equipment operation.

#### Street Sweeping Equipment.

General Provisions. All Street Sweeping Service equipment used by Contractor in the performance of services under this Agreement shall be of a high quality and of the vacuum type in conformance with the City's MS4 Permit. The collection vehicles shall be designed and operated so as to prevent collected materials from escaping from the collection vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the collection vehicles.

Clean Air Vehicles. Contractor must use new Street Sweeping vehicles at the start of this Agreement and may not use any Street Sweeping vehicle that is more than ten (10) years old during the term of the Agreement. Collection vehicles must utilize low carbon ("alternative") fuel, which includes renewable diesel,

biodiesel, hydrogen, ethanol, methanol, natural gas, renewable natural gas, propane, P-series fuels, and electric. During the Term, to the extent required by law, Contractor shall provide its Street Sweeping vehicles to be in full compliance with all Applicable Laws, including State and Federal clean air requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of Regulations, title 13, sections 2020 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

Vehicle Noise Level. All Street Sweeping operations shall be conducted as quietly as possible and must comply with Applicable Laws, including Federal EPA noise emission regulations, currently codified at Code of Federal Regulations, Title 40, Part 205.

Reserve Equipment. Contractor shall have available to it, at all times, reserve collection and Street Sweeping Service equipment that can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform Contractor's duties under this Agreement.

All equipment shall be maintained in good mechanical condition, including brushes and brooms that shall be replaced at regular intervals. Contractor shall immediately clean any vehicle fluids (hydraulic fluids, lubricating oils, etc.) that leak or spill from equipment into the street or public right of way.

Sweepers shall be fitted with GPS tracking and cameras with all data accessible to City staff. Contractor shall furnish to the City at no additional cost or expense any software and equipment necessary for City to track the location of sweeping vehicles in real time and to generate reports as needed.

Sweeping equipment shall not be stored in the public right of way unless mechanical failure prevents immediate removal. In the event of mechanical failure, all efforts must be made to remove the equipment from the public right of way as soon as possible. The City must approve any overnight storage in public right of way. Sweeping equipment shall not be stored on City Property.

- All equipment is subject to inspection by the City at any time.
- All sweepers shall have an operational strobe and back-up alarm and shall conform to all City, Monterey County, State and Federal safety requirements.

Staffing. All Street Sweeper operators shall abide by the requirements set forth in Article 31 of this Agreement.

Communication. Contractor shall have direct communication with all sweeping operators in the field utilizing radios or cellular telephones. Each sweeper operator shall have the ability to communicate verbal information immediately to City staff, Police and Fire Department personnel, residents, and to report illicit storm water discharges and hazardous street or drainage conditions to the City. Contractor shall also report missed routes and citizen complaints and resolution to the City on a weekly basis, when applicable.

- Contractor shall supply a 24-hour message telephone number to the City Traffic Engineer so that the City can notify Contractor of traffic counter installations.
- Drivers shall be aware of their locations in order to raise their brooms and avoid destruction of traffic counter cables. Contractor shall use due diligence to avoid traffic counter cables.

Deficiencies and Corrections. The City may also make regular unannounced inspections of Street Sweeping locations if a swept area is deemed to be below acceptable performance standards, the substandard section shall be re-swept within one (1) Work Day of notification. Contractor shall re-sweep at their own expense. The City shall be notified of the completed re-sweep.