

**CITY OF GROVER BEACH  
County of San Luis Obispo  
State of California**

---



**SPECIFICATIONS,  
PROPOSAL AND  
CONTRACT**

for

**STREET SWEEPING SERVICES IN THE  
CITY OF GROVER BEACH**

**PREPARED BY:**

Gregory A. Ray, PE  
Public Works Director / City Engineer  
154 South 8<sup>th</sup> Street  
Grover Beach, California 93433

# TABLE OF CONTENTS

Request for Proposals.....	3-4
Proposal Requirements .....	5
Special Terms, Conditions, and Provisions.....	6
Section 1. Purpose of the Street Sweeping Contract.....	6
Section 2. Contract Period .....	6
Section 3. Standards of Service.....	6-7
Section 4. Work Performance.....	7
Section 5. Noise Abatement.....	8
Section 6. Dust Abatement.....	8
Section 7. Work to be Performed.....	8-12
Section 8. Holidays.....	13
Section 9. Inclement Weather and/or Equipment Failure.....	13
Section 10. Additional Work .....	13
Section 11. Disposal of Sweeping Debris.....	13
Section 12. Compensation.....	14
Section 13. Insurance Requirements.....	14-16
Section 14. Assignment of Contract.....	16
Section 15. Termination of Contract.....	16
Section 16. Responsibility for Damage.....	16
Section 17. Complaints.....	16
Section 18. Independent Contractor Status .....	16
Section 19. Labor Discrimination.....	17
Section 20. Proposed Equipment to be Used.....	18
Section 21. Proposed Maintenance Facilities.....	18
Section 22. Backup Equipment Location.....	19
Section 23. Verifiable References.....	19
Section 24. Safety Record.....	20
Agreement .....	21-22
Proposals.....	23-29

**CITY OF GROVER BEACH  
NOTICE TO BIDDERS**

SEALED BIDS will be received at the office of the City Clerk located at 154 South 8<sup>th</sup> Street, Grover Beach, California, 93433, until 2:00 PM on \_\_\_\_\_, 2012. Bids received by fax will not be accepted. Bids will be opened immediately thereafter in the City Council Chambers for the following work:

**STREET SWEEPING SERVICES IN THE CITY OF GROVER BEACH**

Specifications are available at the Public Works Department office, during regular business hours located at 154 South 8<sup>th</sup> Street, Grover Beach, CA, 93433. A non-refundable fee of \$25.00 per set will be charged. Electronic Plans and Specifications are available via email at no charge. Contact Public Works Director/City Engineer Greg Ray with questions at (805) 473-4520.

A certified check, cashier's check, or Bidder's Bond executed by an admitted surety insurer in the amount of ten percent (10%) of the Bid, and properly made payable to the City of Grover Beach, will be required to accompany each Proposal.

All bidders will be required to submit information as to their industrial safety record along with their bid package. A review of this safety record will be made prior to a determination of the lowest bidder, and an adverse finding as to the bidder's safety record may be sufficient cause for rejection of the proposal.

The successful Contractor will be required to obtain a Business Tax Certificate from the City and pay related fees. Contractors may call the Grover Beach Administrative Services Department at (805) 473-4550 to obtain more information regarding the business tax certificate fees.

Provision is made for security substitution on payment withholds as provided in Public Contract Code Sections 22200 and 22300.

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Bidders shall contact the Public Works Department office at (805) 473-4520 the day prior to the bid opening to obtain any addenda information. Submittal of a signed bid shall be evidence that the bidder has obtained this information and that the bid is based on any changes contained therein.

On the outside of the sealed bid envelope the Bidder shall indicate the following:

1. Name and Address of Bidder
2. Name of project on which Bid is submitted
3. Date and time of Bid opening

Contract award will be made to the lowest responsible bidder, on the basis of the Contractor's base bid in conjunction with the fitness and capacity of the contractor to satisfactorily perform the proposed work as determined in the discretion of the City through review of the proposed equipment, minimum one-year maintenance history for used equipment, and safety history. In addition, the selected bidder will be required to demonstrate his/her ability to effectively remove debris on a wide range of existing street conditions.

The right is reserved by the City of Grover Beach to reject any or all Bids, to evaluate the Bids submitted, and award the contract to the lowest responsible Bidder. The City further reserves the right to waive any informalities or minor irregularities in the Bid.

No Bidder may withdraw his/her Bid for a period of sixty (60) working days after the date set for the opening thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012 at Grover Beach, California.

BY: \_\_\_\_\_  
Donna L. McMahon, City Clerk

## PROPOSAL REQUIREMENTS

- A. General Information: The City of Grover Beach, California, will receive in the City Clerk's office at City Hall, 154 South 8<sup>th</sup> Street, in said City, until **2:00 P.M.**, on \_\_\_\_\_, 2012 proposals for Street Sweeping in the City of Grover Beach. Said proposals will be compared and evaluated by the City to determine which proposal serves the best interests of the City, based on such factors as cost and anticipated results. The City reserves the right to negotiate a final contract.
- B. Examination of Specifications, Special Provisions and Site of Work: The bidder is required to examine carefully the site of work and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the proposal, plans, specifications and the contract. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.
- C. Proposal Forms: All proposals must be submitted upon blank forms which are a part of this package. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his/her address. If an individual makes the proposal, his/her name and post office address and name and address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, cities and business addresses of the president, secretary and the treasurer.
- D. Rejection of Proposals: Proposals may be rejected if they show any alterations of form, additions not called for, erasures, or irregularities of any kind. The right is reserved to reject any and all proposals and to waive any informality in proposals received.
- E. Award of Contract: The award of the contract, if awarded, will be made within thirty (30) days after the opening of the proposals. All proposals will be compared and evaluated on the basis of price, as determined by the base bid schedule, quantities of work to be done, type and condition of equipment to be provided, anticipated results and safety history. In addition, the selected bidder will be required to demonstrate his/her ability to effectively remove debris on a wide range of existing street conditions. The final decision on award will be at the discretion of the City based on the Notice to Bidders. The City reserves all rights to use whatever basis of comparison and evaluation it deems to be in the best interest of the City in selecting which proposal to accept.
- F. Execution of Contract: The contract shall be signed by successful bidder and returned within seven (7) business days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract as provided herein within seven (7) business days after the bidder has received a notice that the contract has been awarded to him/her, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.
- G. Insurance: The successful bidder shall be required to submit insurance certificates and endorsements per Section 13 of the Special Provisions. Liability insurance shall name the City of Grover Beach, its elected and appointed officials, employees and agents as additional insured and shall state that the policy will not be canceled or materially changed prior to giving thirty (30) days written notice to the Public Works Director of the City of Grover Beach, California.

# **SPECIAL TERMS, CONDITIONS, AND PROVISIONS**

## **SECTION 1. PURPOSE OF THE STREET SWEEPING CONTRACT**

To provide a street sweeping service to the City of Grover Beach on a regularly scheduled basis, by removing litter, leaves, sand, dirt, and debris from streets and alleys. This program shall leave the streets with a presentable appearance and free from dust created by traffic.

It shall be the Contractor's responsibility to furnish at his/her own expense all tools, equipment, labor, and material and services necessary for the satisfactory performance of the work set forth in these specifications.

## **SECTION 2. CONTRACT PERIOD**

Any contract entered into shall be for a period of three (3) years commencing \_\_\_\_\_, 2012 and continuing through \_\_\_\_\_, 2015. A notice to proceed will be issued upon award of the contract by the City. The City of Grover Beach reserves the right to terminate or suspend this contract at any time as stipulated in Section 15. The City of Grover Beach reserves the right to extend the contract period for up to three (3) additional one (1)-year periods, provided that the Contractor and the City mutually agree to the extension.

## **SECTION 3. STANDARDS OF SERVICE**

- 3.1** The Contractor agrees to comply with all applicable provisions of federal, state and or local laws governing the duties and obligation of businesses and employers.
- 3.2** The standards of performance, which the Contractor is obligated to perform hereunder, are standards considered by the City to be good street sweeping practices. Reference: Street Cleaning Practice, Latest Edition, by American Public Works Association.
- 3.3** Street sweepers will operate at or below suggested manufacturers sweeping speeds in order to remove all litter, leaves, sand, dirt, and debris, from the entire surface being swept, in accordance with local conditions which shall dictate the travel speed necessary to obtain the results desired by the City. The maximum allowable speed will be 8 MPH.
- 3.4** The Contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to public traffic. Street sweeping equipment used in the performance of this contract will be equipped with right hand mounted gutter brooms in order to sweep streets in the same direction of travel as the normal traffic flow. Street sweeping equipment used for sweeping next to raised medians shall be equipped with left hand mounted gutter brooms.
- 3.5** Sweeping shall be performed between 8:00 a.m. and 2:30 p.m. in all residential areas. Downtown and other commercial areas shall be swept between midnight and 7:00 a.m. Arterials and collectors shall be swept between 7:00 a.m. and 4:00 p.m. Any requested special sweeps or required re-sweeps shall be performed between 8:00 a.m. and 2:30 p.m.

- 3.6** Street sweeping equipment shall be capable of fully removing debris in an 8' wide minimum path, measured from the face of the curb. The street adjacent to raised medians shall be swept on all streets where they occur and striped (non-raised) medians shall be swept in their entirety along streets designated as arterials or collectors. Intersections on arterials and collectors shall be swept in their entirety.
- 3.7** Contractor shall be responsible for removing all litter, leaves, sand, dirt, and debris from streets, alleys, and parking lots covered within the scope of this contract and within the minimum specified path width as a part of the normally scheduled sweeping route schedule, including material deposited as a result of inclement weather and wind, without additional compensation. South 4<sup>th</sup> Street between Farroll Road and Calvin Court; Calvin Court; West Grand Avenue between the Western City Limit and 4<sup>th</sup> Street, are identified as areas with recurring weather related debris. All material must be removed from these areas during regular sweeping.
- 3.8** Contractor shall, at their own expense, be responsible for properly disposing of all litter, leaves, sand, dirt, and debris removed from streets and alleys covered within the scope of this contract. Contractor shall be responsible for disposing of materials in accordance with the regulations of all legally constituted authority. Contractor shall provide the City with written documentation, including weight tickets from dumping facilities, to be submitted with each billing showing the amount of debris removed from each City route or combination of routes.
- 3.8.1** Payment may be withheld for all bills submitted without said documentation.
- 3.9** Contractor shall keep all equipment maintained per the manufacturer's specifications and provide documentation to said maintenance in a form acceptable to the City.
- 3.9.1** Prior to award, contractor to provide the Public Works Director or his/her designee with the manufacturer's recommended maintenance schedule and specifications for each piece of equipment used to perform sweeping services in the City of Grover Beach. The contractor shall provide updated or new information at any time thereafter upon request.
- 3.9.2** Contractor to arrange with the Public Works Director or his/her designee quarterly equipment inspections to take place at the City's corporation yard. This inspection may also include a performance test of equipment on City streets under varying conditions.
- 3.9.3** With each invoice, the Contractor shall measure the mileage per each route and provide the Public Works Director or his/her designee with a monthly mileage log.
- 3.9.4** With each invoice, the Contractor shall provide the Public Works Director or his/her designee with a GPS log of each route showing the time, mileage, speed, and route of the sweeper.
- 3.9.5** The Contractor shall provide the Public Works Director or his/her designee with the driver's cell phone number so that the driver can be reached while on duty.

#### **SECTION 4. WORK PERFORMANCE**

The City of Grover Beach will monitor the work performance of the Contractor by randomly choosing ten (10) streets of a regular scheduled route to spot check upon completion of that route. It is understood that if three (3) of the streets do not meet acceptable City standards, the Contractor will be required to sweep the entire route again within 48 hours, if the route is a residential area, or within four (4) hours if within the downtown area, at no cost to the City. The Public Works Director for the City of Grover Beach will make the determination of acceptable City standards. This is considered a re-sweep and there shall be no additional compensation for such service.

## **SECTION 5. NOISE ABATEMENT**

The Contractor shall conform to the regulations set forth in the local codes and ordinances with regard to maximum noise levels permitted during specified hours and the restrictions on the causing of excessive noise in the area. All equipment shall be of the quietest available for the type of work being performed, and said equipment shall not produce sound levels in excess of 85 dba measured at an unobstructed distance of 50 feet unless a special permit has been obtained from the City of Grover Beach.

## **SECTION 6. DUST ABATEMENT**

The Contractor shall maintain and operate all equipment in such a manner so as to prevent his/her equipment from producing dust in amounts causing damage to property, cultivated vegetation, or domestic and wild animals or birds, or causing a nuisance to person living in or occupying buildings in the vicinity of the work. All baffles, screens, filters, seals, water spray systems, and other equipment components provided by the manufacturer for the purposes of dust containment shall be maintained in accordance with the equipment manufacturer's specifications, recommendations, and maintenance schedules.

**6.1** Water. The contractor shall fill water tanks at the hydrant designated by the City and shall record all water used for sweeping. Records shall be submitted along with monthly invoices. The City may change the location of the designated hydrant and may use non-potable water at any time. The contractor and all employees must be trained by the City in the proper operation of City water source.

## **SECTION 7. WORK TO BE PERFORMED**

During the term of any agreement entered into, Contractor shall sweep all designated public streets and gutters, alleys, street medians, center lanes, stub streets and intersections within the incorporated City limits of Grover Beach with the assigned frequency as listed. Contractor shall power blow or hand sweep all irregular areas that are inaccessible by other means. NOTE: The City retains the right to change the route, frequency, and amount of sweeping to be performed.

The Contractor will adhere to the "Street Sweeping Routes and Schedule" provided to Contractor by the City of Grover Beach.



**STREET SWEEPING ROUTES AND SCHEDULE**  
**Base Bid**

**ROUTE #1 – Major Arterial**

Route Description: West Grand Avenue - including every street one (1) block north and one (1) block south of West Grand Avenue

Route Schedule: Every Monday beginning from 12:00 a.m. to 7:00 a.m. AND  
Every Friday beginning from 12:00 a.m. to 7:00 a.m.

**ROUTE #2 – Minor Arterial / Collectors / Parking Lot**

Route Description: 4<sup>th</sup> Street – Farroll Road to the Northerly City Limit  
13<sup>th</sup> Street – The Pike to Atlantic City Avenue  
Oak Park Boulevard – The Pike to Northerly City Limit  
Mentone Avenue – South 4<sup>th</sup> Street to Eastern City Limit  
Longbranch Avenue – South 4<sup>th</sup> Street to Oak Park Boulevard  
Atlantic City Avenue – North 4<sup>th</sup> Street to Oak Park Boulevard

Route Schedule: Every Friday beginning from 7:00 a.m. to 4:00 p.m.

Parking Lot: Location: Directly behind Grover Beach Post Office  
Schedule: 1<sup>st</sup> Friday of each month

**ROUTE #3 – Residential (North Grover Beach)**

Route Description: All remaining streets north of West Grand Avenue

Route Schedule: 1<sup>st</sup> and 3<sup>rd</sup> Thursdays of each month beginning from 8:00 a.m. to 2:30 p.m.

**ROUTE #4 – Residential (South Grover Beach)**

Route Description: All remaining streets south of West Grand Avenue

Route Schedule: 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of each month beginning from 8:00 a.m. to 2:30 p.m.

**STREET SWEEPING ROUTES AND SCHEDULE**  
**Bid Option #1 and #1A**

**ROUTE #1 – Major Arterial**

Route Description: West Grand Avenue - including every street one (1) block north and one (1) block south of West Grand Avenue

Route Schedule: Every Monday beginning from 12:00 a.m. to 7:00 a.m. AND  
Every Friday beginning from 12:00 a.m. to 7:00 a.m.

**ROUTE #2 – Minor Arterial / Collectors / Parking Lot**

Route Description: 4<sup>th</sup> Street – Farroll Road to the Northerly City Limit  
8<sup>th</sup> Street – Farroll Road to Atlantic City Avenue  
13<sup>th</sup> Street – The Pike to Atlantic City Avenue  
Oak Park Boulevard – The Pike to Northerly City Limit  
The Pike – South 13<sup>th</sup> Street to Eastern City Limit  
Farroll Road – 4<sup>th</sup> Street to Eastern City Limit  
Mentone Avenue – South 4<sup>th</sup> Street to Eastern City Limit  
Longbranch Avenue – South 4<sup>th</sup> Street to Oak Park Boulevard  
Newport Avenue – North 4<sup>th</sup> Street to Oak Park Boulevard  
Atlantic City Avenue – North 4<sup>th</sup> Street to Oak Park Boulevard

Route Schedule: Every Friday beginning from 7:00 a.m. to 4:00 p.m.

Parking Lot: Location: Directly behind Grover Beach Post Office  
Schedule: 1<sup>st</sup> Friday of each month

**ROUTE #3 – North Grover Beach**

Route Description: All remaining streets north of West Grand Avenue

Route Schedule:  
1<sup>st</sup> Thursday of each month beginning from 8:00 a.m. to 2:30 p.m. *(Option #1)*  
1<sup>st</sup> Thursday of January, April, July, October from 8:00 a.m. to 2:30 p.m. *(Option #1A)*

**ROUTE #4 – South Grover Beach**

Route Description: All remaining streets south of West Grand Avenue

Route Schedule:  
2<sup>nd</sup> Thursday of each month beginning from 8:00 a.m. to 2:30 p.m. *(Option #1)*  
2<sup>nd</sup> Thursday of January, April, July, October from 8:00 a.m. to 2:30 p.m. *(Option #1A)*

**STREET SWEEPING ROUTES AND SCHEDULE**  
**Bid Option #2 and #2A**

**ROUTE #1 – Major Arterial**

Route Description: West Grand Avenue - including every street one (1) block north and one (1) block south of West Grand Avenue

Route Schedule: Every Monday beginning from 12:00 a.m. to 7:00 a.m. AND  
Every Friday beginning from 12:00 a.m. to 7:00 a.m.

**ROUTE #2 – Minor Arterial / Collectors / Parking Lot**

Route Description: 4<sup>th</sup> Street – Farroll Road to the Northerly City Limit  
13<sup>th</sup> Street – The Pike to Atlantic City Avenue  
Oak Park Boulevard – The Pike to Northerly City Limit  
Farroll Road – 4<sup>th</sup> Street to Eastern City Limit  
Atlantic City Avenue – North 4<sup>th</sup> Street to Oak Park Boulevard

Route Schedule: Every Friday beginning from 7:00 a.m. to 4:00 p.m.

Parking Lot: Location: Directly behind Grover Beach Post Office  
Schedule: 1<sup>st</sup> Friday of each month

**ROUTE #3 – North Grover Beach**

Route Description: All remaining streets north of West Grand Avenue

Route Schedule:  
1<sup>st</sup> Thursday of each month beginning from 8:00 a.m. to 2:30 p.m. (*Option #2*)  
1<sup>st</sup> Thursday of January, April, July, October from 8:00 a.m. to 2:30 p.m. (*Option #2A*)

**ROUTE #4 – South Grover Beach**

Route Description: All remaining streets south of West Grand Avenue

Route Schedule:  
2<sup>nd</sup> Thursday of each month beginning from 8:00 a.m. to 2:30 p.m. (*Option #2*)  
2<sup>nd</sup> Thursday of January, April, July, October from 8:00 a.m. to 2:30 p.m. (*Option #2A*)

**STREET SWEEPING ROUTES AND SCHEDULE  
Bid Option #3**

**ROUTE #1 – Major Arterial**

Route Description: West Grand Avenue - including every street one (1) block north and one (1) block south of West Grand Avenue

Route Schedule: Every Monday beginning from 12:00 a.m. to 7:00 a.m.

**ROUTE #2 – Minor Arterial / Collectors / Parking Lot**

Route Description: 4<sup>th</sup> Street – Farroll Road to the Northerly City Limit  
13<sup>th</sup> Street – The Pike to Atlantic City Avenue  
Oak Park Boulevard – The Pike to Northerly City Limit  
Farroll Road – 4<sup>th</sup> Street to Eastern City Limit  
Atlantic City Avenue – North 4<sup>th</sup> Street to Oak Park Boulevard

Route Schedule: Every 1<sup>st</sup> and 3<sup>rd</sup> Friday beginning from 7:00 a.m. to 4:00 p.m.

Parking Lot: Location: Directly behind Grover Beach Post Office  
Schedule: 1<sup>st</sup> Friday of each month

**ROUTE #3 – North Grover Beach**

Route Description: All remaining streets north of West Grand Avenue

Route Schedule: 1<sup>st</sup> Thursday of January, April, July, October from 8:00 a.m. – 2:30 p.m.

**ROUTE #4 – South Grover Beach**

Route Description: All remaining streets south of West Grand Avenue

Route Schedule: 2<sup>nd</sup> Thursday of January, April, July, October from 8:00 a.m. – 2:30 p.m.

## **SECTION 8. HOLIDAYS**

The City of Grover Beach does not require regular sweeping services of Route Numbers 2, 3 and 4 on the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The City does not require regular sweeping services of Route Number 1 on Christmas Day, Thanksgiving Day and New Year's Day. In the event that a sweeping shift is missed due to a holiday, sweeping on another day within a two working day period is acceptable. However, if sweeping cannot be performed on an alternate day, compensation for the missed sweeping shift shall be forfeited.

## **SECTION 9. INCLEMENT WEATHER AND/OR EQUIPMENT FAILURE**

In the event that a scheduled sweeping shift is not possible due to weather conditions, equipment failure, or other unforeseen occurrences, Contractor shall notify the City of Grover Beach at the earliest possible time and arrange for sweeping on the next work day that weather conditions permit. It is understood that the Contractor will make up the missed sweeping shift on the first available work day, or forfeit any and all compensation for that particular shift.

The Contractor shall not be entitled to any compensation for sweeping services not performed as a result of and in the event that scheduled sweeping is not possible for a period of several days or weeks, due to inclement weather conditions.

Contractor shall maintain sufficient reserve equipment to ensure that sweeping schedules are maintained in the event that mechanical problems develop with Contractor's first line equipment.

## **SECTION 10. ADDITIONAL WORK**

- 10.1** In the event the City of Grover Beach desires to extend the street sweeping program to include newly constructed streets or alleys, or streets or alleys procured through annexations, or existing streets not listed or referenced in Section 7, "Work to be Performed" after the effective date of this agreement, then any additional work which is required of the Contractor shall be paid for at the applicable price per curb mile as specified in the Contractor's Proposal.
- 10.2** The Contractor shall provide additional miscellaneous street sweeping services for work not otherwise specified at the current hourly rate as specified in the bid proposal when requested to do so by the City of Grover Beach. These occasional services are defined as "special sweeps".
- 10.3** In the event the City of Grover Beach desires to increase the frequency of sweeping on specific streets for short durations (1 to 2 months), the Contractor shall be paid at the applicable price per curb mile as specified in the Contractor's Proposal.

## **SECTION 11. DISPOSAL OF SWEEPING DEBRIS**

The Contractor shall dispose of all refuse and debris collected by their sweeping operation by hauling it to a properly established, licensed landfill facility for disposal at the Contractor's expense. The Contractor is to provide the City with all receipts and documentation from the licensed landfill facility specifically showing the amount of debris removed from their operations within the City of Grover Beach.

## SECTION 12. COMPENSATION

- 12.1** For all services which the Contractor is obligated to perform under the terms of this proposal, the City of Grover Beach shall pay to the Contractor an amount based on curb miles of streets cleaned each month, special sweeps and cleaning, and any extra work authorized by the City, based on unit prices established and authorized within this bid. The Contractor shall present two (2) copies of an itemized monthly invoice with additional reporting and landfill tickets required per the terms of this contract on or before the fifth (5<sup>th</sup>) day of each month, detailing work performed during the preceding month. The City shall provide payment within thirty (30) days of receipt of monthly invoices for services rendered.
- 12.2** Failure to sweep shall be deducted from payment, per curb mile, unless made up as stipulated in Section 9. No compensation will be given for required re-sweeps as stipulated in Section 4.
- 12.3** In the event the City of Grover Beach desires to decrease the frequency of sweeping on specific streets, the Contractor shall have the applicable price per curb mile deducted as specified in the Contractor's Proposal.

## SECTION 13. INSURANCE REQUIREMENTS

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.

### 13.1 Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### 13.2 Minimum Limits of Insurance

1. General Liability (*Including operations, products and completed operations*): **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:  
**\$2,000,000** per occurrence for bodily injury and property damage. If Commercial Automobile Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
3. Employer's Liability:  
**\$2,000,000** per occurrence for bodily injury or disease.

### **13.3 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### **13.4 Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and 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, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### **13.5 Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

### **13.6 Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### **13.7 Subcontractors**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All coverage for subcontractors shall be subject to all of the requirements stated herein.

### **13.8 Hold Harmless and Indemnification Clause**

Contractor shall hold harmless, defend and indemnify the City and its officers, elected and appointed officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

### **SECTION 14. ASSIGNMENT OF CONTRACT**

Contractor shall under no circumstances assign this contract or any part thereof to another party without prior written consent from the City of Grover Beach.

### **SECTION 15. TERMINATION OF CONTRACT**

Upon the determination of the City of Grover Beach that the quality of workmanship being performed by the Contractor does not meet the standards set by the City of Grover Beach as outlined in these specifications, and or for non-compliance of other provisions of any contract entered into, the City of Grover Beach may terminate this agreement upon thirty (30) days written notice to Contractor.

### **SECTION 16. RESPONSIBILITY FOR DAMAGE**

The Contractor shall be responsible for any liability imposed by law. The Contractor shall protect all adjacent property to his or her work (please see the "Hold Harmless and Indemnification" clause under Section 13). In addition, the duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

### **SECTION 17. COMPLAINTS**

All complaints shall first be directed to the Public Works Director or his/her designee, then to the Contractor. It shall be the Contractor's obligation to respond to the Public Works Director or his/her designee regarding all citizen complaints within twenty-four (24) hours.

### **SECTION 18. INDEPENDENT CONTRACTOR STATUS**

It is expressly understood that the Contractor named in any agreement entered into is acting as an independent contractor, not as an agent or employee of the City of Grover Beach.



## SECTION 19. LABOR DISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

*"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, natural origin, ancestry, physical handicap, medical condition, marital status or sex of such person, except as provided in section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."*

**SECTION 20. PROPOSED EQUIPMENT TO BE USED**

THIS SECTION MUST BE COMPLETED AND SUBMITTED AS A PART OF THE BID

ITEM #	MAKE & MODEL	YEAR MFR.

**SECTION 21. PROPOSED MAINTENANCE FACILITIES**

THIS SECTION MUST BE COMPLETED AND SUBMITTED AS A PART OF THE BID

NAME OF ORGANIZATION / BUSINESS	ADDRESS / PHONE NUMBER	DATE OF LAST SERVICE

**SECTION 22. BACKUP EQUIPMENT TYPE / LOCATION**

THIS SECTION MUST BE COMPLETED AND SUBMITTED AS A PART OF THE BID

ITEM #	MAKE & MODEL	YEAR MFR.	LOCATION

**SECTION 23. VERIFIABLE REFERENCES**

THIS SECTION MUST BE COMPLETED AND SUBMITTED AS A PART OF THE BID

NAME OF ORGANIZATION / BUSINESS	ADDRESS / PHONE NUMBER	DATE OF LAST SERVICE

**SECTION 24. SAFETY RECORD**

THIS SECTION MUST BE COMPLETED AND SUBMITTED AS A PART OF THE BID  
*(Duplicate and add sheets as necessary)*

**Incidents in the past five (5) years resulting in bodily injury:**

DATE OF INCIDENT	NATURE OF INCIDENT	CAUSE

**Incidents in the past five (5) years resulting in more than \$1000 in property damage:**

DATE OF INCIDENT	NATURE OF INCIDENT	CAUSE

**Other incidents in the past five (5) years not covered in the categories above:**

DATE OF INCIDENT	NATURE OF INCIDENT	CAUSE

**CITY OF GROVER BEACH  
PUBLIC WORKS DEPARTMENT**

**STREET SWEEPING AGREEMENT**

THIS IS AN AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012 by the CITY OF GROVER BEACH, a municipal corporation (hereinafter referred to as "City"), and \_\_\_\_\_, (hereinafter referred to as "Contractor"). In consideration of the mutual covenants, conditions, promises and agreements herein contained, owner and contractor hereby mutually covenant and agree as follows:

**SECTION I – SCOPE OF WORK**

Contractor will furnish all materials and will perform all of the work for the following:

**STREET SWEEPING**

In the City of Grover Beach, State of California, as called for in the specifications adopted by the City Council of the City of Grover Beach, which said specifications are identified by the signature of the parties of this Agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in said specifications, under the direction and supervision of and subject to the approval of the City and the City's duly authorized representatives.

**SECTION II – CONTRACT TIME PERIOD**

This contract is entered into for the period of three (3) years from \_\_\_\_\_, 2012 until \_\_\_\_\_, 2015.

**SECTION III – CONTRACT PRICE**

City will pay the Contractor in accordance with Bidding schedule and Specifications.

**SECTION IV – CONTRACT DOCUMENTS**

The complete contract between the parties hereto shall consist of the following identified documents herein referred to as the Contract Documents: Notice to Bidders, Specifications – Special Terms, Conditions and Provisions, Bid Schedule, Bid Bond, this Agreement, Labor and Material Bond, Faithful Performance Bond, Non – Collusion Affidavit, Designation of Subcontractor and City Map.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement the day and year first above written.

The City of Grover Beach  
STATE OF CALIFORNIA

\_\_\_\_\_  
John P. Shoals, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Donna L. McMahon, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Martin D. Koczanowicz, City Attorney

\_\_\_\_\_  
Date

CONTRACTOR:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

License No. \_\_\_\_\_

**PROPOSAL  
BASE BID**

To the City of Grover Beach  
for  
Street Sweeping Services

The undersigned, as bidder, declares that he/she has carefully examined the location of the proposed work, that he/she has examined the maps, plans, specifications and equipment requirements and has read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all material and do all work required to complete the said work in accordance with said specifications, and equipment requirements in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Route #	Quantity*	Description - Frequency	Unit Price	Multiplier	Total Annual Cost
1	8.7 miles	W. Grand Avenue Corridor—twice weekly	\$ per mile	x 104	\$
2	20.2 Miles	Minor Arterials / Collectors—once weekly	\$ per mile	x 52	\$
	1	Parking Lot—once monthly (directly behind the Grover Beach Post Office)	\$ lump sum	x 12	\$
3	29.4 miles	North Grover Beach—twice monthly	\$ per mile	x 24	\$
4	27.5 miles	South Grover Beach—twice monthly	\$ per mile	x 24	\$
	20 hours	Special Sweeps—once annually	\$ per hour	<i>Add to total below.</i>	
	1 mile	Cost per curb mile	\$ per mile	<i>DO NOT add to total below.</i>	

\* "miles" refers to "curb miles". All units are an estimate and should be used for bidding purposes only  
Contract payment will be based on actual curb miles.

**PROPOSED CONTRACT PRICE PER YEAR \$ \_\_\_\_\_**  
*(Includes Special Sweeps)*

**PROPOSAL  
 BID OPTION #1**

To the City of Grover Beach  
 for  
 Street Sweeping Services

The undersigned, as bidder, declares that he/she has carefully examined the location of the proposed work, that he/she has examined the maps, plans, specifications and equipment requirements and has read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all material and do all work required to complete the said work in accordance with said specifications, and equipment requirements in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Route #	Quantity*	Description - Frequency	Unit Price	Multiplier	Total Annual Cost
1	8.7 miles	W. Grand Avenue Corridor—twice weekly	\$ per mile	x 104	\$
2	27.5 Miles	Minor Arterials / Collectors—once weekly	\$ per mile	x 52	\$
	1	Parking Lot—once monthly (directly behind the Grover Beach Post Office)	\$ lump sum	x 12	\$
3	27.4 miles	North Grover Beach—twice monthly	\$ per mile	x 24	\$
4	24.0 miles	South Grover Beach—twice monthly	\$ per mile	x 24	\$
	20 hours	Special Sweeps—once annually	\$ per hour	<i>Add to total below.</i>	
	1 mile	Cost per curb mile	\$ per mile	<i>DO NOT add to total below.</i>	

\* "miles" refers to "curb miles". All units are an estimate and should be used for bidding purposes only  
 Contract payment will be based on actual curb miles.

**PROPOSED CONTRACT PRICE PER YEAR \$ \_\_\_\_\_**  
*(Includes Special Sweeps)*



**PROPOSAL  
 BID OPTION #1A**

To the City of Grover Beach  
 for  
 Street Sweeping Services

The undersigned, as bidder, declares that he/she has carefully examined the location of the proposed work, that he/she has examined the maps, plans, specifications and equipment requirements and has read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all material and do all work required to complete the said work in accordance with said specifications, and equipment requirements in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Route #	Quantity*	Description - Frequency	Unit Price	Multiplier	Total Annual Cost
1	8.7 miles	W. Grand Avenue Corridor—twice weekly	\$ per mile	x 104	\$
2	27.5 Miles	Minor Arterials / Collectors—once weekly	\$ per mile	x 52	\$
	1	Parking Lot—once monthly (directly behind the Grover Beach Post Office)	\$ lump sum	x 12	\$
3	27.4 miles	North Grover Beach—twice monthly	\$ per mile	x 24	\$
4	24.0 miles	South Grover Beach—twice monthly	\$ per mile	x 24	\$
	20 hours	Special Sweeps—once annually	\$ per hour	<i>Add to total below.</i>	
	1 mile	Cost per curb mile	\$ per mile	<i>DO NOT add to total below.</i>	

\* "miles" refers to "curb miles". All units are an estimate and should be used for bidding purposes only  
 Contract payment will be based on actual curb miles.

**PROPOSED CONTRACT PRICE PER YEAR \$ \_\_\_\_\_**  
*(Includes Special Sweeps)*

**PROPOSAL  
 BID OPTION #2**

To the City of Grover Beach  
 for  
 Street Sweeping Services

The undersigned, as bidder, declares that he/she has carefully examined the location of the proposed work, that he/she has examined the maps, plans, specifications and equipment requirements and has read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all material and do all work required to complete the said work in accordance with said specifications, and equipment requirements in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Route #	Quantity*	Description - Frequency	Unit Price	Multiplier	Total Annual Cost
1	8.7 miles	W. Grand Avenue Corridor—twice weekly	\$ per mile	x 104	\$
2	18.1 Miles	Minor Arterials / Collectors—once weekly	\$ per mile	x 52	\$
	1	Parking Lot—once monthly (directly behind the Grover Beach Post Office)	\$ lump sum	x 12	\$
3	29.4 miles	North Grover Beach—twice monthly	\$ per mile	x 24	\$
4	29.7 miles	South Grover Beach—twice monthly	\$ per mile	x 24	\$
	20 hours	Special Sweeps—once annually	\$ per hour	<i>Add to total below.</i>	
	1 mile	Cost per curb mile	\$ per mile	<i>DO NOT add to total below.</i>	

\* "miles" refers to "curb miles". All units are an estimate and should be used for bidding purposes only  
 Contract payment will be based on actual curb miles.

**PROPOSED CONTRACT PRICE PER YEAR \$ \_\_\_\_\_**  
*(Includes Special Sweeps)*

**PROPOSAL  
 BID OPTION #2A**

To the City of Grover Beach  
 for  
 Street Sweeping Services

The undersigned, as bidder, declares that he/she has carefully examined the location of the proposed work, that he/she has examined the maps, plans, specifications and equipment requirements and has read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all material and do all work required to complete the said work in accordance with said specifications, and equipment requirements in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Route #	Quantity*	Description - Frequency	Unit Price	Multiplier	Total Annual Cost
1	8.7 miles	W. Grand Avenue Corridor—twice weekly	\$ per mile	x 104	\$
2	18.1 Miles	Minor Arterials / Collectors—once weekly	\$ per mile	x 52	\$
	1	Parking Lot—once monthly (directly behind the Grover Beach Post Office)	\$ lump sum	x 12	\$
3	29.4 miles	North Grover Beach—twice monthly	\$ per mile	x 24	\$
4	29.7 miles	South Grover Beach—twice monthly	\$ per mile	x 24	\$
	20 hours	Special Sweeps—once annually	\$ per hour	<i>Add to total below.</i>	
	1 mile	Cost per curb mile	\$ per mile	<i>DO NOT add to total below.</i>	

\* "miles" refers to "curb miles". All units are an estimate and should be used for bidding purposes only  
 Contract payment will be based on actual curb miles.

**PROPOSED CONTRACT PRICE PER YEAR \$ \_\_\_\_\_**  
*(Includes Special Sweeps)*

**PROPOSAL  
 BID OPTION #3**

To the City of Grover Beach  
 for  
 Street Sweeping Services

The undersigned, as bidder, declares that he/she has carefully examined the location of the proposed work, that he/she has examined the maps, plans, specifications and equipment requirements and has read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all material and do all work required to complete the said work in accordance with said specifications, and equipment requirements in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following schedule:

Route #	Quantity*	Description - Frequency	Unit Price	Multiplier	Total Annual Cost
1	8.7 miles	W. Grand Avenue Corridor—twice weekly	\$ per mile	x 104	\$
2	18.1 Miles	Minor Arterials / Collectors—once weekly	\$ per mile	x 52	\$
	1	Parking Lot—once monthly (directly behind the Grover Beach Post Office)	\$ lump sum	x 12	\$
3	29.4 miles	North Grover Beach—twice monthly	\$ per mile	x 24	\$
4	29.7 miles	South Grover Beach—twice monthly	\$ per mile	x 24	\$
	20 hours	Special Sweeps—once annually	\$ per hour	<i>Add to total below.</i>	
	1 mile	Cost per curb mile	\$ per mile	<i>DO NOT add to total below.</i>	

\* "miles" refers to "curb miles". All units are an estimate and should be used for bidding purposes only  
 Contract payment will be based on actual curb miles.

**PROPOSED CONTRACT PRICE PER YEAR \$ \_\_\_\_\_**  
*(Includes Special Sweeps)*

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within seven (7) business days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, this proposal and the acceptance thereof may be considered null and void.

It is further understood and agreed that:

- A. All bid items are to be calculated on the basis of the given estimated quantities of work, as indicated in this proposal, times the unit price as submitted by the bidder.
- B. The estimated quantities of work indicated in the proposal are approximate only, being used solely as a basis for comparison of proposals.
- C. No verbal agreement or conversation with any officer, agent or employee of the City, before, during or after the execution of the agreement shall affect or modify any of the terms of obligations of this proposal.
- D. The City of Grover Beach will not be responsible for any errors or omissions on the part of the undersigned in making up his/her bid, nor will bidders be released on account of errors.
- E. The contract proposal shall be completed in every detail, showing the prices written legibly in words as well as in figures.

THE UNDERSIGNED HEREBY DECLARES OR CERTIFIES UNDER THE PENALTY OF PERJURY THAT:

- A. He/She has not, in any way, entered into any agreement or arrangement with any other bidder which is collusive or which might tend to, or does, lessen or destroy free competition in the letting of the contract sought for by these proposals.
- B. No attempt has been made to induce any other bidder to submit a collusive bid, or to refrain from bidding.
- C. No bid has been accepted from any subcontractor, which is known by the undersigned to be collusive.

Name of Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Licensed in accordance with an act providing for the registration of contactors, License No. \_\_\_\_\_

Printed Name of Bidder: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** *If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals, co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.*