SPECIFICATIONS & CONTRACT BID FOR

STREET SWEEPING & PARKING LOT SWEEPING

FOR

CITY OF KERMAN

FRESNO COUNTY, CALIFORNIA

1. SCOPE AND PURPOSE

The City of Kerman intends to prepare an RFP for street sweeping services, establish a bidding period, then open bids and make a recommendation to the City Council on a possible award of contract.

2. STREET SWEEPING

Contractor shall use and furnish at Contractor's expense all labor, equipment, and materials necessary for the satisfactory performance of the street sweeping and parking lot sweeping work set forth herein. After sweeping, curbs and gutters shall be left in a clean condition. The sweeping shall include as many passes as necessary to leave the street in a clean condition. Contractor shall maintain a log which indicates dates, times, streets, and miles swept. The log shall be available for inspection by the Public Works Director or his designee.

A. Schedule

The sweeping schedule (including dates and times) to be utilized for residential and commercial streets, alleys and parking lots is described below. Any subsequent deviations from this route and schedule must be approved in advance and in writing by the Public Works Director. If deviations from the schedule are approved, Contractor shall be responsible for notifying individual households that are affected IN WRITING at least 15 days (and no more than 30 days) prior to beginning the new schedule. All street sweeping shall be performed as follows:

1. Residential and Commercial Streets

All residential and commercial streets, including any center or median strips therein, shall be swept at the curb at least once per week or as agreed to in writing signed by the City and the Contractor.
Streets in Route 1A shall be swept on Tuesdays. Streets in Route 1B shall be swept on Friday. Streets in Route 2A shall be swept on Tuesday and Fridays.

The earliest daily start time for Routes 1A-1B is 7:00a.m. The earliest daily start time for Route 2A is 4:00 a.m. and shall be completed by 7:00a.m.

The City’s method of delineating the boundary between different routes is along major roadways (Madera Ave.). Both sides of the roadway on these boundary streets shall be swept on the designated route day.

For example:

- **Route 1A** to include Madera Ave. and Whitesbridge and everything west.
- **Route 1B** to include Madera Ave. and Whitesbridge and everything east.
- **Route 2B** to include Madera Ave. and Whitesbridge Rd.

2. **Alleys, Parking Lots and Special Events and Fall Sweeping**

Any new/additional roads that the City accepts as public improvements shall be covered under this agreement.

3. **Alleys**

All City-owned paved alleys shall also be swept as directed by the Public Works Director or his designee but not to exceed quarterly. Those alleys not having curbs shall be swept at the edges.

4. **Parking Lots**

The following City parking lots shall be swept on a weekly basis:

- City Hall
- Lions Park
- Rotary Park Parking Lot
- Kerckhoff Park “G” Street
- Parking Lot Behind 690 South 4th Street

Sweeping shall normally be performed on the perimeter of the parking lot, but additional sweeping on the interior of the parking lot shall be completed as needed at the discretion of the city to pick up all leaves, debris, etc. Sweeping shall be done before or after the normal operating hours of the facility so that no vehicles remain in the parking lot at the time sweeping is done. In the case of parks in residential neighborhoods, sweeping shall be done at such time as to avoid noise complaints from adjacent residents. Sweeping days and times for all parking lots shall be approved by the Public Works Director or his designee.

5. **Fall Sweeping**

Contractor must provide extra sweeping for leaves and other debris in the fall or after heavy storms.
6. **Emergency Callouts**

Contractor shall provide a 24-hour telephone number for 24-hour emergency callout service. Compensation for emergency callouts shall be on an hourly basis according to the rates listed in the Bid - Schedule of Prices.

7. **Holidays**

If sweeping is not to be performed on certain holidays, Contractor must provide a schedule for sweeping the missed streets. City shall be advised in advance of holidays to be observed by Contractor and shall be provided with a makeup schedule that is no more than one week later.

8. **Delays in Sweeping Schedule**

In the event of inclement weather, such that sweeping is impractical, Contractor shall not be required to perform either the regular sweeping schedule or a makeup schedule. The Public Works Director shall determine reasonably what constitutes “inclement weather” for the purposes of sweeping being impractical. Contractor shall, if requested by the Public Works Director, sweep any street that becomes littered with storm debris. In the event of a mechanical breakdown, service will be provided with sufficient backup equipment. Contractor shall have at least two sweepers available for immediate use on a 24-hour basis.

B. **Estimated Curb Miles to be swept**

The City of Kerman has 90 curb miles

C. **Street Sweeping Complaints**

Contractor shall investigate any complaints, which may concern or involve the performance of these Specifications. Contractor shall report to the Public Works Director or his designee on the following working day as to the action or procedure taken with reference to any complaints, and shall complete a brief written report detailing the contractor’s response to the complaint which will remain on file in the City offices.

D. **Disposal of Sweepings**

Refuse shall be deposited at the City yard for disposal at no charge to the street sweeping company.

E. **Water**

City shall provide sufficient water for the street sweeping equipment necessary to comply with these Specifications and to assure that the curb and gutter are left in a
clean condition and the amount of dust during sweeping is kept to a minimum. The city shall designate specific hydrants for the contractor to use.

F. **Sweepers**

All sweepers utilized shall be Certified PM10 Efficient Air Machine.

G. **Sweeper Operation**

The sweeper shall be operated at a safe speed, which will allow for maximum debris pick-up. Speeds should not exceed 3 to 5 miles per hour in heavy buildup of debris and 6 to 8 miles per hour in light buildup.

H. **Storage of Sweeping Equipment and Supplies**

The Contractor shall be responsible for storage of street sweeping equipment and supplies unless approved by the Director of Public Works or his designee.

3. **SUPERVISION BY PUBLIC WORKS DIRECTOR**

Contractor shall faithfully and regularly provide service in accordance with these Specifications; the work shall be done in a prompt, thorough, lawful and workmanlike manner, according to the provisions of these Specifications. Performance of each provision of these Specifications shall be under the supervision of the Public Works Director or his designee.

4. **COMPLIANCE WITH LAWS**

Contractor, his agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of Kerman, and all governing bodies having jurisdiction applying to work done or to be done under these Specifications.

5. **INSURANCE**

A. Contractor shall, throughout the duration of the agreement, maintain comprehensive commercial general liability insurance, covering all operations of Contractor, its agents and employees, performed in connection with the agreement including, but not limited to, premises and automobile.

B. Contractor shall maintain the following minimum limits:

   **General Liability**
   
   Combined Single Limit per Occurrence $1,000,000
   General Aggregate $1,000,000

   **Automobile Liability**
   
   Combined Single Limit per Occurrence $1,000,000

   Worker's Compensation Insurance shall be maintained as required by the State of California and Employer's Liability Insurance.

C. All insurance companies affording coverage to the contractor shall be required to add the City of Kerman as an “additionally insured” under the insurance policy for all work performed in accordance with these Specifications.
D. All insurance companies affording coverage to the Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

E. All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Kerman should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

F. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and Endorsements, in a form satisfactory to the City Attorney.

G. Contractor shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered a default by Contractor and may subject the Contractor to a suspension or termination of work under these Specifications.

H. Maintenance of insurance by the Contractor as specified in these Specifications shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

I. All insurance certificates and endorsements that are a part of the Agreement with the City shall be approved by the Public Works Director and City Attorney as to form and content.

6. INDEMNIFICATION OF CITY

Contractor shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the Contractor or its employees, agents, subcontractors, or by these Specifications, except only for those claims arising from the sole negligence or sole willful conduct of the City, its officers, agents, or employees. Contractor’s indemnification shall include any and all cost, expenses, attorney’s fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Contractor at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees.

Contractor’s indemnification of City shall not be limited by any prior or subsequent declaration by the Contractor.

7. PERFORMANCE BOND

Contractor shall provide the City with a performance bond issued by a corporate surety authorized to conduct business as such by the State of California, or other equivalent security approved by the City Attorney, naming the city as obligee, in an amount equal to the estimated street sweeping charges for a three-month period as determined by the Public Works Director. Said performance bond or equivalent shall be included as part of the agreement with the City.
8. BUSINESS LICENSE

Contractor shall obtain and keep current a City of Kerman Business License.

9. SUBCONTRACTORS

The name, background, and experience of any and every firm to which any work outlined in these Specifications is to be subcontracted by Contractor shall be submitted to the Public Works Director for his approval. Unless a subcontract is approved in writing by the Public Works Director, Contractor shall perform all the work outlined in these Specifications, using his own equipment and personnel. The City shall require any such subcontractor to be notified that prevailing wages must be paid under the subcontract and that, prior to commencing any work, under the subcontract, the subcontractor must obtain a payment bond for the full amount of the subcontract, which payment bond must be issued by a corporate surety authorized to issue such bonds by the State of California. It must be clearly understood that Contractor, irrespective of any approved subcontract, shall be held entirely responsible for the quality and quantity of the work done under the terms of the Agreement. No subcontract to do any work outlined in these Specifications is to run longer than the term of the Agreement, and the extension or renewal of any such subcontract agreement can only be made with the approval of the Public Works Director. The Agreement will not be assignable in all or part without the express written approval of the City.

10. TERM OF AGREEMENT

The contract shall remain in effect for a term of five years commencing on or about July 1, 2016 and ending June 30, 2021.

11. DEFAULT BY CONTRACTOR

The Agreement may be canceled by the City without liability for damage, when in the City’s opinion the Contractor is not complying in good faith, is repeatedly charged liquidated damages pursuant to Section 14 for violations, has become insolvent, or has assigned or subcontracted any part of the work without the City’s consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on unit prices and the quantity of work completed at the time of cancellation. Damages caused to the City by acts of the Contractor will be subtracted from this said amount. The Contractor, in having tendered a quote, shall be deemed to have waived any and all claims for damages because of cancellation of Agreement for any such reason. If the City declares the Agreement canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within five (5) days, assume control and perform the work as successor to the Contractor.

If the Contractor fails to execute the work in the manner and at such locations as specified and carry out the intent of the Agreement, a written notice may be served upon the Contractor and the Surety on its performance bond, or equivalent as provided in Section 6, demanding satisfactory compliance with the Agreement.

If the Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or fails to continue after starting to comply, the City may exclude it from the premises and take possession of all material and equipment. The City may complete the work by its own forces, or by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the
City. If the sums due under the Agreement are insufficient, the Contractor or Surety shall pay to the City within five (5) days after the completion all costs in excess of the sums due.

If the Surety assumes any part of the work, it shall take the Contractor’s place in all respects for that part and shall be paid by the City for all work performed by it in accordance with the Agreement. If the Surety assumes the entire Agreement, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Agreement.

The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

12. TERMINATION OF AGREEMENT

The City may terminate the Agreement at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority.

13. PAYMENT TO CONTRACTOR

Compensation for street sweeping shall be based on the monthly lump sum price submitted by Contractor according to the Bid - Schedule of Prices. Callout hours are subject to approval by the Public Works Director or his designee. The Bid - Schedule of Prices contains the monthly lump sum prices for the performance of services pursuant to the agreement.

Contractor shall submit invoices on a monthly basis. Payment for services rendered per the Specifications will be made within 30 days following the month during which services have been performed, provided that the specified reports and invoices have been submitted in a timely manner.

Each year effective July 1st, the Contractor’s monthly lump sum payment shall be adjusted to reflect any increases or decreases in the Consumer Price Index (CPI).

14. LIQUIDATED DAMAGES

Failure of the Contractor to complete the work in accordance with specifications will result in damages being sustained by the City. Such damages are, and will continue to be, impractical and extremely difficult to determine.

Following are cause for liquidated damages:

a. Operation of sweeper without using sufficient water to control dust.
b. Operation of sweeper exceeding the stated speed limits for operation.
c. Missing scheduled sweeping days without providing prior notice to the Public Works Director or his designee (excluding inclement weather).
d. Any failure or refusal by Contractor to perform in accordance with the terms of this contract.

When observed violating the foregoing on the first occurrence, the Contractor will be notified in writing by the City. Contractor shall respond within five days with a written plan stating how compliance will be obtained. If the Contractor violates the same specification a second time, City shall have the right to withhold payment of $500.00. Each separate violation shall result in a liquidated damages charge in the amount of $500.
Execution of the Agreement shall constitute an agreement by the City and Contractor that the estimates for liquidated damages are reasonable. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor during or after the billing cycle in which such issue occurs.

15. PROTECTION OF EXISTING PROPERTY

Contractor shall be responsible for the protection of public and private property adjacent to the work from damages and shall exercise due caution to avoid damage to such property. Contractor shall repair or replace all damaged property as a result of contractor’s operations.

16. EXECUTION OF CONTRACT

The Agreement shall be signed by the successful bidder and returned together with the performance bond and proof of required insurance within ten (10) calendar days after the bidder has received written “Notice of Award” that the Agreement has been awarded. Failure to return said Agreement, performance bond and proof of required insurance within ten (10) calendar days may be considered breach of contract. No bid shall be considered binding upon the City until the execution of the Agreement is fully executed by all parties to the Agreement.

In the event that a bidder breaches the Agreement by failing to execute an Agreement and file acceptable bonds and insurance as provided herein within ten (10) calendar days, after the bidder has received “Notice of Award” that the Agreement has been awarded, the proposal guaranty shall be forfeited to the City.

17. BID COMPLIANCE

Failure on the part of the bidder to comply with all requirements and conditions of the invitations for bid may subject their bid to rejection. No exception or deviation from these specifications will be considered unless each exception or deviation is specifically stated by the bidder as an exception and/or deviation.

18. QUOTE SUBMITTAL DATE

Quotes must be received by the City of Kerman, Attn: Denise Isaak, 850 S. Madera Ave., Kerman California, 93630 by 3:00 p.m., March 25, 2016. No quotes will be accepted after this time.

20. CONTACT PERSON

For bid information: City of Kerman
Denise Isaak
Public Works Administrative Secretary
(559) 846-9343 Ext. 1
Monday - Friday 7:00 a.m. to 4:00 p.m.

For Technical Questions: Robert A. Gruce
Public Works Public Works Operation Coordinator
(559) 846-6122
Monday - Friday 7:00 a.m. - 4:00 p.m.