



SPECIAL INSTRUCTIONS TO BIDDERS

**To be used in conjunction with the
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**

And to be made a part of:

STREET SWEEPING SERVICES

Project #2019-08

in the City of

Desert Hot Springs

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City of Desert Hot Springs

**NOTICE INVITING BID PROPOSALS
For
Street Sweeping Services
Project 2019-08**

The City of Desert Hot Springs is requesting proposals for Street Sweeping Services. The response to this request for proposal shall contain specific qualifications and experiences for street sweeping services.

SCOPE OF WORK: The Scope of Work includes manual and/or mechanical sweeping of all asphalt berms, concrete curb and gutters, including all cross gutters, centerline ribbon gutters and paved center median islands City-Wide totaling approximately 100 centerline miles (local and collector streets).

In addition, contractor shall provide proof of liability and workers compensation insurance. Contractor must show they have the knowledge and skills available to complete the scope of services as defined here in this RFP.

OBTAINING REQUEST FOR PROPOSAL DOCUMENTS: Specifications for the **Street Sweeping Services in the City of Desert Hot Springs Project 2019-08** are ONLY available to be ordered online at; www.planitreprographics.com. For information on ordering, please contact: Planit Reprographics, at (760) 345-2500.

The City has a Local Business Preference Program which promotes employment and business opportunities for local residents and firms on all contracts and gives preference to local residents, workers, businesses, contractors, and consultants to the extent consistent with the law and interests of the public. IN ORDER FOR A LOCAL BUSINESS TO BE ELIGIBLE TO CLAIM THE PREFERENCE, THE BUSINESS MUST REQUEST THE PREFERENCE IN THE SOLICITATION RESPONSE AND PROVIDE A COPY OF ITS CURRENT BUSINESS LICENSE FROM A JURISDICTION IN THE COACHELLA VALLEY.

The Coachella Valley means the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the nine (9) cities of the valley and the cities of Beaumont and Banning and the unincorporated areas.

RECEIPT OF BID PROPOSALS: Sealed bid proposals will be received at the Office of the City Clerk, City Hall, 11999 Palm Drive, Desert Hot Springs, CA 92240, on Thursday, June 6, 2019 at 2:00 PM for the furnishing of all labor and materials and equipment for Street Sweeping Services. “Bid: Street Sweeping Services in the City of Desert Hot Springs Project 2019-08 shall appear on the envelope of each sealed bid proposal and each sealed envelope shall be addressed to the City Clerk, City Hall, 11999 Palm Drive, Desert Hot Springs, CA 92240.

CONTRACT TERM PERIOD: BIDDER must agree to commence work on the date of the written “Notice to Proceed” of the AGENCY, and maintenance services shall be for the period from July 1, 2019 annually through June 30, 2022

ADDITIONAL BID INFORMATION AND REQUIREMENTS: Pre-Bid questions regarding Plans and Specifications shall be submitted to: Nick Haecker via email only at nhaecker@cityofdhs.org Include “Pre-bid Questions for Street Sweeping Services, Project No. 2019-08” in the “Subject Line”. **Pre-bid questions will not be accepted after 12 p.m. (noon) on Thursday, May 23, 2019.**

TENTATIVE TIME SCHEDULE

The following is the City’s tentative schedule. The schedule may be modified by the City due to circumstances unforeseen at the time of advertisement.

May 5 and 12, 2019	Project Advertisement
May 23, 2019	Last Day to Submit Question by 12:00PM
June 6, 2019	Seal Bid Submitted by 2:00PM
June 18, 2019	Anticipated award of construction contract
July 1, 2019	Contract Start Date – NTP issued

CITY OF DESERT HOT SPRINGS
JERRYL SORIANO, CITY CLERK
City of Desert Hot Springs 11999
Palm Drive.
Desert Hot Springs, California
92240
(760) 329-6411

PUBLISH May 5 and 12, 2019

SPECIAL INSTRUCTIONS TO BIDDERS

BID PROPOSAL REQUIREMENTS AND CONDITIONS:

GENERAL: Bid Proposals shall be submitted to the City of Desert Hot Springs, hereinafter, "the AGENCY," on forms prepared and furnished for the purpose, which may be obtained at www.planitreprographics.com or by phone at (760) 345-2500. When presented they must be completely made out in the manner and form indicated therein, showing the proposed prices clearly and legible, and must be properly signed by the bidder. Bid Proposals presented otherwise may not be considered.

Each bid proposal so submitted, together with the required bid proposal guaranty hereinafter prescribed, shall be presented under sealed cover; and must be filed prior to the time, and at the place, designated in the Notice Inviting Sealed Bid Proposals. A bid proposal so presented, however, may be withdrawn by the bidder, provided the request therefore is made in writing, is signed by the bidder or his authorized representative, and is filed prior to the time fixed for the opening of bids. The withdrawal of a bid proposal does not prejudice the right of the bidder to file a new bid proposal.

All bid proposals submitted, as aforementioned prescribed will be publicly opened and read at the time and place indicated in the Notice Inviting Sealed Bid Proposals.

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the bid proposal dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

APPROXIMATE ESTIMATE: The quantities shown in the bid proposal form, and in the estimate included in the Specifications, shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bid proposals and the Agency does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the provisions relative thereto set forth in the Special Provisions or Standard Specifications, under which the work is to be constructed, without in any way invalidating the contract, should such increase, decrease or omission be deemed necessary or expedient.

BID PROPOSAL GUARANTY: Each bid proposal submitted must be accompanied either by cash, or by a certified or cashier's check, or a surety bond, payable to the Agency, in an amount equivalent to at least ten percent (10%) of the total annualized aggregate bid price of such bid proposal, or in such additional amount as may be otherwise provided by law, as a guarantee that the bidder, if his bid proposal be accepted, will enter into and execute the awarded contract: and no bid proposal will be accepted unless such cash, check or surety bond is enclosed therewith. However, the use of a surety bond in this connection shall be subject to the condition that the surety thereon be approved by the Agency's Director of Finance and Legal Counsel.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check or bond submitted with his bid proposal shall be forfeited to, and become the property of the Agency; whereupon the Agency shall have the right to collect the amount thereof by any appropriate means.

Following the award of the contract the bid proposal guarantees will be returned to the respective bidders by whom they were submitted, except as otherwise provided.

DISQUALIFICATION OF BIDDERS: More than one bid proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names, will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one bid proposal for the work will be cause for rejecting all bid proposals in which such bidder is interested. Apparent collusion among bidders will likewise be sufficient cause for rejecting any or all bid proposals and the participants in such collusion may be barred from future bidding.

Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the Agency, be rejected.

COMPETENCY OF BIDDERS: Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal; and when requested shall furnish such statements relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the City Engineer in determining such competence and capability.

CONTRACTOR'S LICENSE: Each bidder shall be licensed as a Contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code at the time of submitting his bid proposal. Pursuant to Section 7028.15 of Business and Professions Code we are requiring that the successful contractor possess a C-27 contractor's license.

The signature in the Bid Proposal shall clearly show the bidder's name, address, telephone number, valid State of California Contractors License number, and proper license class to perform the work under the contract.

Any bid proposal submitted which does not show the above information may be considered an incomplete bid proposal and rejected as such.

The successful CONTRACTOR and his subcontractors will be required to possess business licenses from the City of Desert Hot Springs.

TERM: The term of the contract shall commence on July 1, 2019 and continue for a term of three (3) years to end June 30, 2022. The City reserves the option to extend the contract(s) administratively under the same terms and conditions for a maximum of two (2) additional one-year terms at current price levels. The City may change the start date based on a new agreed start date.

SIGNATURE: The bid proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid proposal on behalf of the bidder.

MODIFICATIONS: Changes in or additions to the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the Agency's rejection of the bid proposal as not being responsive to the invitation to bid. No oral or telephonic modification of any bid proposal submitted will be considered, but a telegraphic modification may be considered and only if a postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bid proposals. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid proposal.

DISCREPANCIES IN BID PROPOSALS: If the amounts bid on individual items (if called for) do not in fact add to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown. The estimated quantities and amounts are for the purpose of comparison of bid proposals only. The City Council of the City of Desert Hot Springs reserves the right to reject any or all bid proposals and to waive any irregularity or informality in any bid proposals to the extent permitted by law.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents therefore. 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 quantity of materials to be furnished, and as to the requirements of the contract, specifications and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the bid proposal.

By submitting a bid proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his bid proposal, and agrees that if he is awarded the contract, he will make no claim against the City of Desert Hot Springs based on ignorance or misunderstanding of the contract provisions.

WITHDRAWAL OF BID PROPOSALS: Any bidder may withdraw their bid proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing date and time for receipt of bid proposals.

INSURANCE AND BONDS: The Contractor shall not commence work under this contract until he has secured all insurance and bonds required under this section nor shall he allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the

AGENCY in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the AGENCY prior to the commencement of work.

The Contractor shall maintain adequate Worker's Compensation Insurance under the laws of the State of California for all labor employed by him or by any subcontractor under him who may come within the protection of such Worker's Compensation Insurance laws. The Contractor shall maintain public liability insurance to protect said Contractor and the AGENCY against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract hereunder, and also to protect said Contractor and the AGENCY against loss from liability imposed by law, for damage to any property, damage insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract, in the amount of not less than \$1,000,000 for one person injured in the accident and in the amount of not less than \$1,000,000 for more than one person injured in one accident and in the amount of not less than \$1,000,000 with respect to any property damage aforesaid.

The Contractor shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of materials, men and laborers there under. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated annualized aggregate annualized amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal.

INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid proposal for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the Agency a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to reply on any such unauthorized oral interpretation.

BID PROPOSAL FORM INSTRUCTIONS: Bid proposals are required for the entire work. The amount of the bid proposal for comparison purposes will be the total of all items.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of the unit price items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the

same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

TAXES: No mention shall be made of Sales Tax or Use Tax as all bid prices submitted will be considered to include such taxes.

AWARD AND EXECUTION OF CONTRACT:

COMPARISON OF BID PROPOSALS AND AWARD OF CONTRACT: After the bid proposals for the contemplated work have been opened and read as provided herein, the respective totals thereof, determined by applying the unit prices bid to the estimated quantities shown, will be extended and compared; and the results will thereupon be made public.

The award of the contract, if it should be awarded, will be made to the lowest responsible and qualified bidder whose bid proposal complies with all the prescribed requirements, but until an award is made the right will be reserved to reject any or all bid proposals, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such award.

EXECUTION OF CONTRACT: The agreement shall be signed by the awardees and returned to the Agency together with the contract bonds, and other contract documents as required in the Special Provisions, within ten (10) days after it has been delivered or mailed to him or his authorized agent.

No bid proposal shall be considered as being binding upon the Agency until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Standard Specifications, shall be just and sufficient cause for the annulment of the award by the Agency and the forfeiture of his bid proposal guaranty.

LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the Agency the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

BID DEPOSIT RETURN: Deposits of three or more low bidders on each alternate, the number being at the discretion of the Agency, will be held for sixty days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be required after consideration of the bids.

“OR EQUAL”: Pursuant to Division 5, Chapter 4, Article 4 (commencing at #4380) Government Code, all specifications shall be deemed to include the words “or equal,” provided however that permissible exceptions hereto shall be specifically noted in the specifications.

PREVAILING WAGE RATES:

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Desert Hot Springs, 65950 Pierson Blvd., Desert Hot Springs, CA 92240 and available from the California Department of Industrial Relations’ Internet web site at <http://www.dir.ca.gov>

EMPLOYMENT OF APPRENTICES: The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777-5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Sections 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR).

EVIDENCE OF RESPONSIBILITY: Upon the request of the AGENCY, a bidder whose bid proposal is under consideration for the award of the contract shall submit promptly to the AGENCY satisfactory evidence showing the bidder’s financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.

PERMITS, FEES, AND LICENSES: The Contractor shall possess valid business licenses for the City of Desert Hot Springs prior to the issuance of the first payment made under this contract. If needed, the Contractor must also secure a “No Fee” permit from the Engineering Department of the City of Desert Hot Springs.

QUANTITIES: The quantity of work for the unit price items to be done under the contract, as noted in the Schedule of Prices, is an estimate and is not to be taken as an expressed or implied statement that the actual quantity of work will correspond to the estimate.

The right is reserved by the City of Desert Hot Springs to increase or decrease or to entirely eliminate items from the work if found desirable or expedient.

The Contractor will not be allowed any claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the City of Desert Hot Springs.

ALTERING BID PROPOSALS: The wording of the bid proposals shall not be changed. Any additions, conditions, limitations, or provisions inserted by the bidder will render the bid proposal irregular and may cause its rejection.

Erasures or interlineations in the bid proposal must be explained or noted over the signature of the bidder.

ACCEPTANCE OR REJECTION OF BID PROPOSALS: The City Council of the City of Desert Hot Springs reserves the right to accept any bid proposals or reject any or all bid proposals and to waive any informality or defects in bid proposals received as the best interests of the City of Desert Hot Springs.

Bid Proposals in which the bid prices are obviously unbalanced may be rejected.

Bid proposals in which a bid item is left totally blank will be considered as being non-responsive and automatically rejected.

LOCAL BUSINESS PREFERENCE: The City has a Local Business Preference Program which promotes employment and business opportunities for local residents and firms on all contracts and gives preference to local residents, workers, businesses, contractors, and consultants to the extent consistent with the law and interests of the public. IN ORDER FOR A LOCAL BUSINESS TO BE ELIGIBLE TO CLAIM THE PREFERENCE, THE BUSINESS MUST REQUEST THE PREFERENCE IN THE SOLICITATION RESPONSE AND PROVIDE A COPY OF ITS CURRENT BUSINESS LICENSE FROM A JURISDICTION IN THE COACHELLA VALLEY.

The Coachella Valley means the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the nine (9) cities of the valley and the cities of Beaumont and Banning and the unincorporated areas.

ADDENDA TO CONTRACT DOCUMENTS: The Engineer may, from time to time, issue addenda to the contract documents during the period of advertising for bid proposals, for the purpose of clarifying or correcting special provisions, plans or bid proposal.

Purchasers of contract documents will be furnished with copies of such addenda, either by first class mail or personal delivery, during the period of advertising. The addenda will be sent to the address of the purchaser of the contract documents left with or furnished to the City of Desert Hot Springs at the time the purchase was made.

STREET SWEEPING SERVICES

SCOPE OF WORK

The Scope of Work includes manual and/or mechanical sweeping of all asphalt berms, concrete curb and gutters, including all cross gutters, centerline ribbon gutters and paved center median islands City-Wide totaling approximately 100 centerline miles (local and collector streets). All streets identified in exhibit 1, shall be serviced at least once a month.

A street sweeping schedule must be developed by the contractor and approved by the City, the schedule must take into consideration the City's trash pick-up schedule to avoid conflict as much as possible.

The areas to be swept consist of all designated streets shown in red within the portion of the City depicted on the attached, Exhibit 1. Each of the streets identified shall be swept a minimum of once a month.

Contractor will provide five (5) special sweep days of service from December thru April, as part of the contract, to be used at City's discretion for dispatch. To utilize these special sweep days, the City will notify the Contractor; minimum forty-eight (48) hours in advance for scheduled sweeps, emergencies are immediate notification. Emergency response is a twelve (12) hour maximum dispatch time.

In addition, contractor shall provide proof of liability and workers compensation insurance. Contractor must show they have the knowledge and skills available to complete the scope of services as defined here in this RFP.

LOCATION OF WORK

All City streets identified in Exhibit 1.

BIDDERS PROPOSAL

**FOR THE STREET SWEEPING SERVICES IN THE CITY OF DESERT HOT SPRINGS,
CALIFORNIA**

Date _____

To the City Council of the
City of Desert Hot Springs:
The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this Bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Desert Hot Springs to him at the address furnished by him to the City of Desert Hot Springs when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted he will enter into a written contract for the performance of the proposed work with the City of Desert Hot Springs.

(g) That he proposes to enter into such contract and to accept in full payment for the work actually done hereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City of Desert Hot Springs in the sum of

_____ DOLLARS (\$_____) Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder's bond, shall become the property of the City of Desert Hot Springs, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

Name of Bidder

Contractor License

Address of Bidder

Telephone of Bidder

City

Zip Code

Signature of Bidder

Date

**BIDDER'S PROPOSAL
EXHIBIT A**

To the Honorable Mayor and City Council of the Desert Hot Springs:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract and furnish all labor, materials, equipment and supplies for **STREET SWEEPING SERVICES** in accordance with the specifications in the contract documents which are on file in

the office of the Contract Administrator of the City of Desert Hot Springs to the satisfaction and under direction of the Contract Administrator at the following prices:

<u>Item No.</u>	<u>Description</u>		
1. CITY WIDE STREETS	Monthly	\$	_____
	Words		_____
Grand Total Monthly Bid in FIGURES for all Bid Items:		\$	_____
		Words	_____
Grand Total Annual Bid in FIGURES for all Bid Items:		\$	_____
		Words	_____

____ We claim the Local Business Preference program of the City of Desert Hot Springs and have included a current Business License from a jurisdiction in the Coachella Valley.

____ We Do Not claim the Local Business Preference program for this project.

Bidder's Proposal respectfully submitted:

Name of Bidder

Address of Bidder

Telephone of Bidder

City

Zip Code

Signature of Bidder

Date

SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

<u>Name Under Which Sub- Contractor is Licensed</u>	<u>License Number</u>	<u>Address of Office Mill or Shop</u>	<u>DIR Number</u>	<u>Specific Description of Sub- Contract Work and Portion of the Work</u>
---	---------------------------	---	-----------------------	---

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

Dated

Bidder Name(s)

Signature

Signature

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification _____

Bid Date _____

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last four calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint

venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

Calendar Years Prior to Current Year

2014 2015 2016 2017 2018 CURRENT YR.

1. No. of contracts

2. Total dollar amount of contracts
(in thousands of \$)

3. No. of fatalities

4. No. of lost work day cases

5. No. of lost work day cases involving
permanent transfer to another job or
termination of employment

6.* No. of lost workdays

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSEA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

Name of Bidder (print)

Signature

Address

State Contractors' Lic. No. & Classification

City

Zip Code

Telephone No.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years.

1.

Name and Address of Owner		
Name and Telephone Number of Person Familiar With Project		
Contract Amount	Type of Work	Date Completed
2.

Name and Address of Owner		
Name and Telephone Number of Person Familiar With Project		
Contract Amount	Type of Work	Date Completed
3.

Name and Address of Owner		
Name and Telephone Number of Person Familiar With Project		
Contract Amount	Type of Work	Date Completed

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance bonds:

EXHIBIT "B"

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I certify that, in the performance of the work to be performed by _____. for the City of Desert Hot Springs, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of the California Labor Code, I shall forthwith comply with those provisions.

Name & Signature

Date: _____, 2019

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is a member of the co-partnership firm designated as

which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-partnership by

who constitute the other members of the co-partnership.

Signature

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 2019

Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is _____ of

a corporation which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

Signature
ture

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 2019

Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)

COUNTY OF _____)ss
)

_____, being first duly sworn,
deposes and says:

That he is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 2019

Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)

COUNTY OF _____)ss
)

_____, being first duly sworn,
deposes and says:

That he is _____ of

_____,

one of the parties submitting the foregoing bid proposal as a joint venture and that he has been
and is duly vested with the authority to make and sign instruments for and on behalf of the
parties making said bid proposal who are:

_____;

that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a
sham bid proposal or that such other person shall refrain from bidding; and has not in any
manner sought by collusion to secure any advantage against the City of Desert Hot Springs or
any person interested in the proposed contract, for himself or for any other person.

Signature

Subscribed and sworn
to before me this

_____ day of _____, 2019

Signature of Officer Administering Oath
(NOTARY PUBLIC)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT
WE _____

Hereinafter referred to as "Contractor" as PRINCIPAL, and _____

as SURETY, are held and firmly bound unto the CITY OF DESERT HOT SPRINGS, CALIFORNIA hereinafter referred to as the "AGENCY", in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said AGENCY for consideration of the work under the specification entitled **STREET SWEEPING SERVICES** and is required by said AGENCY to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; this obligation shall be null and void; otherwise it shall be and in full force and effect;

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release said Contractor or the Surety thereunder nor shall any extension of item granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

day of _____, 2019.

PRINCIPAL SURETY

BY: _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

Hereinafter referred to as "Contractor" as PRINCIPAL,
AND _____

as SURETY, are held and firmly bound unto the CITY OF DESERT HOT SPRINGS, CALIFORNIA hereinafter referred to as the "AGENCY," in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been awarded and is about to enter into the annexed contract with said AGENCY for construction of the work under the Agency's specification entitled **STREET SWEEPING SERVICES**, required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fined by the court. This bond shall immure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this
day of _____, 2019.

PRINCIPAL SURETY

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____ as principal, and

_____ as surety, are held and firmly bound unto the City of Desert Hot Springs, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said CITY or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the City of Desert Hot Springs for certain construction specifically described as follows, for which bids are to be opened at Desert Hot Springs City Hall on June 6, 2019, **STREET SWEEPING SERVICES, in the City of Desert Hot Springs.**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City of Desert Hot Springs, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

BIDDER'S BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____, 2019

_____(seal)

_____(seal)

_____(seal)

_____(seal)
PRINCIPAL

_____(seal)

_____(seal)
SURETY

_____(seal)
ADDRESS

NOTE: Signatures of those executing for the surety must be
Properly acknowledged.

CERTIFICATE OF INSURANCE

WHEREAS, the City of Desert Hot Springs has required certain insurance to be provided
by _____;

NOW, THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insured and that the same are in force at this time.

1. This certificate is issued to: City of Desert Hot Springs, California 92240.
2. The insured under such policy or policies are: _____

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insured, as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty (30) days written notice thereof has been served upon the City Clerk of the City of Desert Hot Springs.

By: _____
Its Authorized Representative

**INSURANCE REQUIREMENTS FOR CITY OF DESERT HOT SPRINGS
PUBLIC WORKS CONTRACT**

The Contractor shall at all times during the terms of the contract carry, maintain and keep in full force and effect a policy or policies of comprehensive “Commercial General Liability Insurance” with an insurance company acceptable to and approved by the Risk Manager, with minimum limits of One Million Dollars (\$1,000,000) combined single limit coverage and \$2,000,000 general aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor, together with an endorsement in substantially the form set forth.

(Reduced photocopy of
Certificate of Insurance
placed here.)

GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT

CITY OF DESERT HOT SPRINGS

Named Insured and Address:

Clarifying Condition of Insurance and/or activity(s) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Desert Hot Springs, its departments, officers, agents and employees are insured's hereunder in relation to those operations, uses, occupations, acts and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary and not contributing with any other insurance maintained by the City of Desert Hot Springs (insured).
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the City Clerk of the City of Desert Hot Springs by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

Address Cancellation Notice
As Follows:

City Clerk of the City of Desert Hot Springs
65950 Pierson Blvd.
Desert Hot Springs, CA 92240

Issue Endorsement To:

City of Desert Hot Springs
65950 Pierson Blvd.
Desert Hot Springs, CA 92240

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy to which this endorsement is attached.

Endorsement No. _____

Effective Date _____

Policy No. _____

Insurance Company Name: _____

Address _____

Telephone Number _____

I, _____ (type or print name), hereby declare under penalty of perjury and under the laws of the State of California that I have the authority to bind the above-named insurance company to this endorsement and by my execution thereof, do bind said company.

Signature of Authorized Representative

Executed at _____, California

on _____, 2019.

CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of Desert Hot Springs, the firm listed below certifies that it does not discriminate in its employment with regards to race, religion, sex, or national origin; that it is in compliance with all Federal, State, and local directives and executive orders regarding non-discrimination in employment; and that it will pursue an affirmative course of action as required by the affirmative action guidelines.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF OFFICER SIGNING _____

SIGNATURE _____ DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

NON-COLLUSION AFFIDAVIT

The undersigned in submitting a bid proposal for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Fill in description of contract)

Signature of Bidder

Business Address

Subscribed and sworn (affirmed) to before me this ____ day of _____, 2015 Notary Public in and for the County of _____, State of California

My commission expires _____, 20____

**SPECIAL PROVISIONS
CITY OF DESERT HOT SPRINGS**

- A. **THE REQUIREMENT:** All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction", the latest edition, herein referred to as "Standard Specifications", except as modified by these Special Provisions.

In addition to the above, the Contractor shall comply with the requirements of the following:

- (a) Notice Inviting Sealed Bids
- (b) Instructions to Bidders
- (c) Proposal
- (d) Bid Bond
- (e) Information Required of Bidders
- (f) Agreement
- (g) Faithful Performance Bond
- (h) Labor and Materials Bond

- B. **DEFINITION OF TERMS:** Wherever in the "Standard Specifications" terms are used, they shall be understood to mean and refer to the following:

Agency & Owner - City of Desert Hot Springs, California

Board - City Council, City of Desert Hot Springs

Contract Administrator - The Public Works Director or his/her designee acting as the authorized agent to administer this contract.

Notice to Contractors - Notice Inviting Bids.

- C. **PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on Exhibit '1'.

- D. **SCOPE OF WORK:** The Scope of Work includes manual and/or mechanical sweeping of all asphalt berms, concrete curb and gutters, including all cross gutters, centerline ribbon gutters and paved center median islands City-Wide totaling approximately 100 centerline miles (local and collector streets).

The areas to be swept consist of all designated streets shown in red within the portion of the City depicted on the attached, Exhibit 1. Each of the streets identified shall be swept a minimum of once a month.

Contractor will provide five (5) special sweep days of service from December thru April, as part of the contract, to be used at City's discretion for dispatch. To utilize these special sweep days, the City will notify the Contractor; minimum forty-eight (48) hours in advance for scheduled sweeps, emergencies are immediate notification. Emergency response is a twelve (12) hour maximum dispatch time.

E. **PERFORMANCE STANDARDS:** Street sweeping shall be performed in accordance with accepted standards for routine and emergency municipal street cleaning. Additional performance standards include:

- When necessary for proper street cleaning, more than one pass will be made on the street without additional charge
- Additional sweeps requested by the City for unsatisfactory performance shall be responded to immediately without additional charge
- Sweepers shall not be operated faster than 10 mph when sweeping paper, leaves or light trash, 5 mph when sweeping normal accumulation of dirt, sand and gravel, and 3 mph when sweeping heavy accumulation of dirt, sand and gravel
- Contractor shall spray street with water during street sweeping operations to the extent required to minimize blown dust/dirt in compliance with AQMD - PM10 requirements.
- Contractor shall be responsible for disposal of all refuse collected by hauling the same to a legally established disposal area and dump tickets shall be submitted to the City to ensure credit for the City's involvement in the Integrated Waste Management Act. If refuse is stored at a transfer site, the site shall be cleared weekly. Obtaining transfer sites shall be the sole responsibility of the contractor. Transfer sites shall be approved by the City
- The City shall be the sole authority for canceling scheduled street sweeping due to inclement weather. When inclement weather prevents adherence to the regular sweeping schedule for two or less days in a given week, the sweeping areas so affected by the inclement weather shall be swept within seven days of the scheduled sweeping without interruption of regular sweeping schedule. Contractor shall perform all make up work due to inclement weather without additional charge.

E. **WORKING HOURS:**

- Sweeping in residential areas shall not commence prior to 7 a.m.
- Unless given authorization, Contractor shall not sweep on Saturday, Sunday or City recognized holidays
- Contractor shall develop a sweeping schedule for approval by the City. At a minimum, each street shall be swept as soon as possible following the weekly trash collection days.

- Contractor shall maintain the sweeping schedule as approved by the City and shall maintain standby equipment to be used in the event of equipment breakdown or an emergency

F. **RIGHT-OF-WAY**: The right-of-way for maintenance work will be the City's and school district existing right-of-way. The Contractor shall make his own arrangements and pay all expenses for additional areas required by him for storage of equipment, etc.

G. **UTILITIES**: It is anticipated that existing utilities will not interfere with the Contractor's operations. However, the Contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property. Employees of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacement. When in doubt, the Contractor shall contact the utility concerned before proceeding further. The affected agencies may be contacted at the following telephone numbers:

Time Warner Cable
11855 Palm Drive
Desert Hot Springs, CA 92240
Pat Carney at (760) 329-6310

Southern California Gas Company
1981 West Lugonia Avenue
Redlands, CA 92374
Bruce Waddell at (909) 335-7507

Verizon
295 North Sunrise Way
Palm Springs, CA 92262
Rod Farnsworth at (760) 864-1717

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Dan Patneaude at (760) 329-6448

Southern California Edison Company
36100 Cathedral Canyon
Cathedral City, CA 92234
Jeremy Edwards at (760) 202-4250

Contractor shall make arrangements with the Mission Springs Water District ("MSWD") to obtain and pay for water necessary for street sweeper operations. The City of shall review and approve water access locations Water District invoices.

- H. **MAINTENANCE OF TRAFFIC AND SAFETY REQUIREMENTS:** Any Contractor performing work in a street right-of-way shall conduct his operations so as to cause the least possible obstruction and inconvenience to public traffic and safety, and shall take all necessary measures to maintain an adequate traffic flow to prevent accidents and to protect the site of the work. The Contractor shall, as far as practicable, keep the project free of rubbish and debris and as safe a condition as possible. The Contractor is responsible for furnishing all labor, materials, equipment and incidentals required for installing the appropriate traffic control measure.

A suitable width of any intersecting street shall be kept in reasonably good condition for traffic, including the necessary provisions for proper drainage. Should the requirements of the maintenance operation demand Closing the full width of an intersection, such closing shall be allowed only after the Contractor has secured permission from the Director of Public Works and the duration of said permission is granted, the Contractor shall make the necessary arrangements to provide temporary crossing, or to reroute traffic away from said intersection, provide and maintain barriers, guards, directional signs, watchmen, and lights at all detour points, in order to give adequate warning to the public at all times of the maintenance operation and of any dangerous conditions as a result thereof. The Contractor shall also erect and maintain such additional warning and directional signs as may be required by the City.

- I. **BARRIERS, LIGHTS, ETC.:** The above-mentioned barriers, safety lights, warning and regulatory signs, cones, guards, temporary crossovers and watchmen shall also be provided and maintained by the Contractor at his own cost over all portions of the work during the maintenance operation.
- J. **PROTECTION OF WORK AND PUBLIC:** The Contractor shall take all necessary measures to protect public property and prevent accidents during any and all phases of the work. The Contractor shall report all acts of vandalism to the Community Services Department and include a cost estimate for repairs.
- K. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All work which is defective in its construction or deficient in any of the requirements of these Special Provisions shall be remedied by the Contractor in a manner acceptable to the City and no compensation will be allowed for such correction.

Upon failure on the part of the Contractor to comply forthwith with any order the City makes under the provisions of this Section, the City shall have the authority to cause defective work to be removed and replaced and deduct the costs thereof from any monies due or to become due to the Contractor.

- L. **INSPECTION BY THE CITY:** The City will inspect the quality and completeness of the Contractor's work and report any deficiencies to the Contractor. Failure to correct any deficiencies in the time allowed in the notification provided can result in termination of Contract. Recurring deficiencies in the quality and completeness of the Contractor's work can result in termination of Contract.

- M. **DAMAGE:** The Contractor's operation or acts of his employees, shall not damage any private or public improvements, including sprinkler systems, utilities, landscaping, brick work, driveway, curb, gutter, sidewalk or pavement. Any damage to these or other facilities resulting from the Contractor's operations shall be repaired or replaced in kind; i.e., plastic pipe shall be replaced with plastic, galvanized pipe shall be replaced with galvanized.
- N. **MEASUREMENT OF PAYMENT:** The unit bid price called for in the proposal shall include full compensation for all labor, material, and equipment necessary to complete the work described in the "Scope of Work" section of this agreement.
- O. **WORKMANSHIP:** Work shall be performed by competent workers, trained in street sweeping services. Contractor is also required to provide uniforms (other than City of Desert Hot Springs Public Works colors), proper shoes and other gear required by State of California safety regulations, and name badges for all field personnel. Contractor shall moreover be required to clearly identify and equip each vehicle used at said facility with decals on the exterior door panels identifying the Contractor's name, address and phone number.
- P. **STANDARDS OF PERFORMANCE:** The street sweeping crew must wear the company uniform all the times which is distinctive, and easily recognized by the public. All other portions of this Agreement notwithstanding, it is agreed that the intent of this service contract is to provide a level of service that will always present a pleasing and desirable appearance. Contractor agrees to maintain all designated areas covered by this Agreement at such level. The Contract Administrator shall be the sole judge as to the adequacy of maintenance.
- Q. **WORK FORCE:** The contractor shall submit with the Bid Proposal a proposed Work Force based on the City provided scope of work and frequency expected. The Work Force shall identify all personnel with job title, experience, and estimated time to each task. All changes to the Work Force Schedule during the terms of the contract must be submitted to the Contract Administrator.

Contractor will submit a list of the type of equipment to be utilized, including the year, make, model and compliance certificate of each sweeper proposed for providing these services to the City for approval. At a minimum the Contractor shall provide one (1) primary and one (1) back up sweeper. The one (1) primary sweepers shall be regenerative air vacuum sweepers that comply with South Coast Air Quality Management District (SCAQMD) Rule 1186.1 Less Polluting Sweepers.

Contractor shall have GPS on all sweepers that will/could perform the listed duties in the City.

Contractor shall provide the City with twenty-four (24) hour access to the GPS locations of all sweepers that perform the listed duties in the City.

R. **EXTRA WORK:**

Extra Work shall only be completed after given authorization to proceed by the Contract Administrator.

Afterhours and Emergency Services

Contractor shall provide 24-hour Emergency Contact information to the City. Emergency response should be immediate with a maximum 12-hour dispatch. Outside the specified five (5) special sweep days of service from December thru April, all afterhours and emergency service will be considered extra work.

Holidays Observed

The following holidays are observed by the City;

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas

All afterhours and emergency call will be billed as an extra on the above observed holidays.

Acts of God

Contractor is not responsible for work and/or repairs that result from Acts of God. These include, but are not limited to, blow sand, tree and limb damage due to high wind conditions, removal of silt and/or debris due to flooding and frost damaged plant material. Work will be an extra charge, billed to the Client upon approval.

