



MEMORANDUM

TO: CITY COUNCIL

FROM: GEOFF ENGLISH, DIRECTOR OF PUBLIC WORKS

SUBJECT: CONSIDERATION OF APPROVAL FOR A TWO-YEAR AGREEMENT WITH TWO ONE-YEAR EXTENSIONS WITH VENCO POWER SWEEPING, INC. TO PROVIDE STREET SWEEPING SERVICES

DATE: DECEMBER 8, 2015

RECOMMENDATION:

It is recommended that the City Council approve a two-year agreement with the option to extend the agreement for an additional two years, with Venco Power Sweeping, Inc. with a reduction of arterial and collector sweeping to twice monthly and authorize the Mayor to execute the agreement.

FUNDING:

Fiscal Year Budget 2015/16 contains \$89,500 for street sweeping services. Fiscal Year 2016/17 also contains \$89,500 for street sweeping services. Per the proposed agreement, the cost for street sweeping services will be \$99,984.00 in year's #1 and #2 of the agreement. Funds allocated for street sweeping services would be short by \$10,484 in each of the two fiscal years however the cost for the proposed street sweeping services is recommended to be reduced to stay within the allocated budget by decreasing the frequency of select road segments.

BACKGROUND:

In March of 2006, the City Council approved an agreement with SP Maintenance for Street Sweeping. This agreement has expired and the City is currently utilizing the services of SP Maintenance on a "month-to-month" basis. On October 21, 2015, a Request for Proposals (RFP) for Street Sweeping Services was distributed and advertised for proposals in compliance with the City of Arroyo Grande Purchasing Policy. The RFP included the following documents to be used by potential vendors for proposal development;

- Request for Proposal Instructions
- Bid Calculation Form
- Scope of Services Special Provisions
- Street Sweeping Schedule
- Street Sweeping Map

Three proposals were submitted by the proposal due date of November 24, 2015. A copy of the proposal log and the cost tabulations are attached. (Attachment 1)

**CITY COUNCIL
 CONSIDERATION OF APPROVAL FOR A TWO-YEAR AGREEMENT WITH TWO
 ONE-YEAR EXTENSIONS WITH VENCO POWER SWEEPING, INC. TO PROVIDE
 STREET SWEEPING SERVICES
 DECEMBER 8, 2015
 PAGE 2**

ANALYSIS:

The City of Arroyo Grande conducts street sweeping services through the use of private vendors. Street sweeping activities are conducted to maintain streets that have reduced levels of debris and trash as well as to meet California Water Board stormwater pollution protection mandates. Prior to 1990, the Public Works Department conducted sweeping “in-house” however, equipment replacement costs led the City at the time to contract this service. Additionally, although staff has not conducted an exhaustive evaluation to provide this service “in-house,” it is staff’s opinion that this service is more cost effective to contract to an outside vendor based on the following:

- Staffing costs
- Long-term retirement liabilities
- Initial Equipment costs and depreciation
- Equipment maintenance and operations costs
- Debris disposal costs and landfill tipping fees.

With the exception of the City of San Luis Obispo, all cities within San Luis Obispo County, including the County of San Luis Obispo, use contracted street sweeping vendors to provide this service. Below is information generated through a recent street sweeping survey.

CITY	COST PER CURB MILE	FREQUENCY
City of Arroyo Grande	\$24.00 (current proposal)	Arterials/ collectors- Weekly Residential - Monthly
City of Grover Beach	\$20.00* (contract term expired)	Grand Ave- Weekly Residential- Quarterly
City of Pismo Beach	\$20.00 (downtown) \$25.00 (residential)	Downtown core- Twice Weekly Arterials/ collectors- Monthly Residential- Monthly
City of Paso Robles	Currently accepting bids for this service	Downtown core- Monthly Arterials/ collectors- Monthly Residential- Every 8 weeks
City of Morro Bay	Not determined Lump sum cost only provided.	Downtown core- Weekly Arterials/ collectors- Twice Monthly Residential- Once Annually
City of Atascadero	In Solid Waste Agreement	Downtown core- Weekly Arterials/ collectors- Monthly Residential- Monthly
City of San Luis Obispo	In-House	

**CITY COUNCIL
 CONSIDERATION OF APPROVAL FOR A TWO-YEAR AGREEMENT WITH TWO
 ONE-YEAR EXTENSIONS WITH VENCO POWER SWEEPING, INC. TO PROVIDE
 STREET SWEEPING SERVICES
 DECEMBER 8, 2015
 PAGE 3**

Following the proposal due date, the proposals were reviewed for compliance with the proposal requirements. (Attachment 2) All three vendors who submitted proposals meet the proposal requirements and possess the requisite public agency street sweeping experience. Venco Power Sweeping, Inc. is currently contracted by the following local public agencies for street sweeping services:

- City of Pismo Beach
- County of San Luis Obispo
- City of Goleta
- City of Carpinteria

The annual costs submitted by the three firms are as follows:

<u>FIRM</u>	<u>VENCO</u>	<u>SP Maintenance</u>	<u>CleanStreet</u>
Year #1 and #2	\$ 99,984	\$101,424	\$169,908
Year #3	\$103,056	\$103,296	\$170,004
Year #4	\$103,056	\$103,296	\$170,004
Total Proposed Fees	\$406,080	\$411,312	\$681,792

Based on the evaluation of the three submitted proposals and the proposed fees, staff is recommending that a two-year agreement for street sweeping services be awarded to Venco Power Sweeping, Inc. The proposed agreement is also recommended to allow for two (2) one-year extensions. (Attachment #3)

Street sweeping frequency reductions will be necessary to lower the total cost of the agreement to meet the previously allocated funds for street sweeping. Staff recommends changing the frequency of certain arterial and collectors from weekly to twice monthly. The following arterial and collector road segments are recommended for a reduction in frequency:

- Farroll Avenue Oak Park to South Halcyon
- Ash Street Oak Park to Alder
- Brisco Road East Grand to El Camino Real
- Oak Park Blvd El Camino Real to Old Oak Park
- James Way Oak Park to Tally Ho Road
- Tally Ho Road LePoint Street to Hwy 227
- Huasna Road Hwy 227 to City limits
- El Camino Real Oak Park to East Grand Avenue
- South Elm Street The Pike to East Grand Avenue
- South Halcyon The Pike to El Camino Real
- Valley Road City limits to Fair Oaks Avenue
- Fair Oaks Ave South Elm Street to South Halcyon Road

Reducing the street sweeping frequencies on arterials and collectors within the City would be consistent with the frequency of other municipalities in the County and still

**CITY COUNCIL
CONSIDERATION OF APPROVAL FOR A TWO-YEAR AGREEMENT WITH TWO
ONE-YEAR EXTENSIONS WITH VENCO POWER SWEEPING, INC. TO PROVIDE
STREET SWEEPING SERVICES
DECEMBER 8, 2015
PAGE 4**

meet the City's requirement for stormwater protection measures. Staff recommends maintaining weekly sweeping frequencies on the following road segments:

- East Branch Traffic Way to Hwy 227
- East Grand Ave Traffic Way to Oak Park
- Fair Oaks Halcyon Road to Traffic Way

Staff proposes to monitor complaints for street sweeping in those areas of reduced frequency and can call for periodic special sweeps as needed. Alternately, the Council may choose to continue with the weekly sweeping frequency for all arterials and collectors and allocate the additional \$10,484 in Fiscal Year 15/16 and 16/17.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Modify the terms and/or conditions of the proposed agreement and approve staff's recommendations;
3. Continue with the weekly sweeping frequency for all arterials and collectors and allocate the additional \$10,484 in Fiscal Year 15/16 and 16/17; or
4. Reject all proposals and prepare a new Request for Proposals for street sweeping services; or
5. Reject all proposals and direct staff to further investigate completing street sweeping activities with City crews and equipment; or
6. Provide direction to staff

Attachments:

1. RFP Log and Tabulations

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made and effective as of _____ 2015, between **VENCO POWER SWEEPING, INC.** ("Contractor"), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

(a) This Agreement shall commence on January 1, 2016 and shall remain and continue in effect until December 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement is eligible for two (2), one- (1) year time extensions on the same terms, conditions and provisions as contained in the Agreement, except as otherwise provided herein. Each option to extend shall be exercisable by written notice from the Contractor to the City of the Contractor's intent to exercise its election for said option no later than six (6) months prior to the end of the previous term. If contractor fails to timely give written notice of its intent to exercise the applicable option, all options, hereunder shall expire.

2. SERVICES

Contractor shall perform the tasks described and comply with all terms and provisions set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

City's Public Works Supervisor, Ron Simpson, shall represent City in all matters pertaining to the administration of this Agreement. Bill Barrett, President, shall represent Contractor in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The City agrees to pay the Contractor in accordance with the payment rates and terms set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Contractor's business; or
- (c) Assignment of this Agreement by Contractor without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONTRACTOR**

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Contractor shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Contractor under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the

necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subContractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subContractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this section.

12. **INSURANCE**

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande
Ron Simpson, Public Works Supervisor
300 E. Branch Street
Arroyo Grande, CA 93420

To Contractor: Venco Power Sweeping, Inc.
Bill Barrett, President
2400 Eastman Avenue
Oxnard, CA 93030

18. **ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this

Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Contractor agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Contractor is bound by the contents of the City's Request for Proposal, Exhibit "D", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E", attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONTRACTOR

By: _____
Jim Hill, Mayor

By: _____

Attest:

Its: _____
(Title)

Kelly Wetmore, City Clerk

Approved As To Form:

Heather Whitham, City Attorney

EXHIBIT A

SCOPE OF WORK

Standards of Service:

- A. 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.
- B. 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, by American Public Works Association (most recent edition).
- C. Street sweepers will operate at suggested manufacturers sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper's speed exceed 6 miles per hour.
- D. The contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to public traffic.
- E. Sweeping will be done during daylight hours in all residential areas. Downtown and other commercial areas will be swept in early morning hours.
- F. The intersections (cross gutter area) along all scheduled streets are to be swept. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed.

Work Performance:

- A. The City of Arroyo Grande will monitor the work performance of the contractor by randomly choosing ten (10) streets of a regularly 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 at no cost to the City.
- B. If a spot check determines a single street has not met the standards the operator shall re-sweep within 24 hours at no cost to the City.
- C. All potable water used for dust control will be provided, at no cost to the contractor through fire hydrants. The City will provide a Fire Hydrant Water Meter that is to be used every time the street sweeping vehicle fills up.
- D. The contractor shall provide to the City, immediately following award of contract, the manufacturers gallons per minute (GPM) rating, for dust control, on each street sweeping unit. The contractor shall record the daily quantity of water used by any or all street sweeping equipment used to clean the regularly scheduled

route. The daily totals will then be compared against the monthly metered potable water total to assist in verifying dust control compliance. If the daily recorded water usage does not meet or exceed the monthly metered potable water total, the City considers this a loss of value and reserves the right to reduce the curb mile rate by 50% for that month.

- E. City staff which observes the sweeping of regularly scheduled routes without the use of water for dust control will result in a 50% reduction of the curb mile rate for that day.
- F. Regularly scheduled routes that are not completely swept on the assigned day for any reason except for provisions in Sections VII & VIII, will require notification of City residents. The contractor will immediately place and pay for a "Notice of Street Sweeping Rescheduling" in the Five Cities Times Press Recorder. A 1/16" size advertisement stating the reason for rescheduling and the contractors name and phone number shall be included in the notification. The City reserves the right to add or modify the content of the "Notice of Street Sweeping Rescheduling". A final draft of the notification must be approved by the Director of Public Works or his designee prior to placement.
- G. Failure to sweep one or more streets, on a regularly scheduled route, may result in the City contracting for the cleanup of these streets. All contract and administrative costs incurred as a result of this failure to perform will be deducted from the regular monthly street sweeping invoice. At no time will "make-up" sweeps be allowed to occur on a regularly scheduled solid waste collection day.
- H. The determination of acceptable City standards will be made by the Public Works Director and/or his designee.

Equipment:

- A. All equipment used for the performance of this contract shall be standard heavy-duty mechanical broom sweeping or air/vacuum equipment necessary to properly clean streets and alleys of litter, dirt, rocks, leaves, and other debris. Equipment shall be properly maintained both as to condition and appearance so as to insure a high level of street sweeping services.
- B. Sweeping equipment as well as disposal trucks shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles and the California Highway Patrol.
- C. Machines must be maintained both mechanically and visually throughout the term of this agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers.

- D. Machines must be equipped with an adequate water spray system for dust control.
- E. All units shall be clearly and prominently marked with the contractor's name and unit number.
- F. Contractor must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency.
- G. All equipment must be properly registered and insured in accordance with state and local laws. Contractor must show proof of ownership or a signed lease for sufficient machinery to adequately perform services as specified in this agreement.
- H. All units shall have the capability of being contacted by their main office with radio or paging equipment.
- I. Contractor shall have the ability to provide two (2) sweepers to the City of Arroyo Grande within four (4) hours notice.
- J. Contractor shall have the ability to provide a mechanical broom type sweeper and an air/vacuum type sweeper with four (4) hours notice.

Work to be Performed:

During the term of any agreement entered into, contractor shall sweep all designated public streets and curbs and gutters, alleys, street medians, parking lots, center lanes and intersections within the incorporated City limits of Arroyo Grande with the assigned frequency as listed below.

The contractor will adhere to the "Street Sweeping Schedule" provided to him by the City of Arroyo Grande. The City reserves the right to modify the "Street Sweeping Schedule" from time to time during the period of the contract. Additions or deletions to this schedule shall be made in accordance with unit prices as shown on the contract proposal, or at the City's sole discretion, as otherwise mutually agreed upon by the contractor and the City.

Holidays:

The City of Arroyo Grande will not require sweeping service on the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event that a scheduled sweeping shift is missed due to the aforementioned holidays, the contractor shall arrange for sweeping on another day within a five day working day period as described above.

Inclement Weather:

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 Arroyo Grande at the earliest possible time and arrange for sweeping on another day within a five working day period. It is understood that the contractor will make up the missed sweeping shift on the first available day within the five working day limitation, or forfeit any and all compensation for that particular shift.

Additional Work:

- A. In the event the City of Arroyo Grande 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 VI, "Work to be Performed" after the effective date of this agreement, then any additional sweeping which is required of the contractor shall be paid for at the applicable price per curb mile as specified in the contractor's proposal.
- B. The contractor shall provide additional miscellaneous street sweeping services for work not otherwise specified in these specifications, at the current hourly rate as specified in the bid proposal when requested to do so by the City of Arroyo Grande.
- C. Contractor from time to time may be requested to provide street sweeping services immediately following parades, community celebrations, and other activities involving City streets, alleys or parking lots. Compensation for this work will be paid at the hourly rate as specified in the contractor's proposal.
- D. In the event the City of Arroyo Grande 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.
- E. All sweeping as identified in this section, paragraphs B, C, and D, shall be performed so as not to interfere with the proper completion of the regular street sweeping schedule.

Disposal of Sweeping Debris:

The contractor shall dispose of all refuse and debris collected by his sweeping operation by hauling to a properly established and permitted area for disposal of sweeping debris. The Contractor will provide the City with the location of debris disposal and confirmation that the disposal location is properly permitted. At no time is the Contractor allowed to dispose of sweeping debris on or at City facilities.

Complaints:

All complaints shall first be directed to the Public Works Director or his Designee, then to the contractor. It shall be the contractor's obligation to resolve all complaints within 24 hours.

EXHIBIT B

PAYMENT SCHEDULE

Street Sweeping - 312 Curb Miles	
1. Two Year Contract	
A. Unit Price Per Curb Mile	\$23.50
B. Total Per Month	\$7,332.00
C. Total Bid for Two Years	\$175,968.00
2. First Year Optional Contract Extension	
A. Unit Price Per Curb Mile	\$24.00
B. Total Per Month	\$7,488.00
C. Total Bid for 1-Year Extension	\$89,856.00
3. Second Year Optional Contract Extension	
A. Unit Price Per Curb Mile	\$24.00
B. Total Per Month	\$7,488.00
C. Total Bid for 1-Year Extension	\$89,856.00

Twice Monthly Sweeping of Seven Parking Lots (Lump Sum)	
1. Two Year Contract	
A. Total Per Month	\$800.00
B. Total Bid for Two Years	\$19,200.00
2. First Year Optional Contract Extension	
A. Total Per Month	\$850.00
B. Total Bid for One Extension	\$10,200.00
3. Second Year Optional Contract Extension	
A. Total Per Month	\$850.00
B. Total Bid for One Extension	\$10,200.00

Weekly Sweeping of the City Corporation Yard Parking Lot (Lump Sum)	
1. Two Year Contract	
A. Total Per Month	\$200.00
B. Total Bid for Two Years	\$4,800.00
2. First Year Optional Contract Extension	
A. Total Per Month	\$250.00
B. Total Bid for One Extension	\$3,000.00
3. Second Year Optional Contract Extension	
A. Total Per Month	\$250.00
B. Total Bid for One Extension	\$3,000.00

Special Sweeping Service (Lump Sum)	
1. Two Year Contract	
A. Lump Sum Per Hour	\$100.00
2. (2) One Year Contract Extension	
A. Lump Sum Per Hour	\$110.00
3. Second Year Contract Extension	
A. Lump Sum Per Hour	\$110.00

Special Sweeping Service (Minimum No. of Hours)	
1. Two Year Contract	
A. Minimum No. of Hours for Special Sweeping	2
2. One Year Contract Extension	
A. Minimum No. of Hours for Special Sweeping	2
3. One Year Contract Extension	
A. Minimum No. of Hours for Special Sweeping	2

Note:

Street Sweeping frequencies of any or all road segments may be increased or decreased by the City to accommodate budgetary restrictions or to address increased cleaning requirements.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of

Contractor, subContractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all Contractors, and subContractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Contractors and subContractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Contractor agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Contractor, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



Public Works Department

Request for Proposal (RFP)

STREET SWEEPING SERVICES

Due:

Thursday, November 19, 2015
No later than 2:00 P.M.

Deliver to:

City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420
Attention: Kelly Wetmore
City Clerk

OCTOBER 2015

**CITY OF ARROYO GRANDE
STREET SWEEPING SERVICES
REQUEST FOR PROPOSALS**

I. PROPOSAL INTENT

To provide street sweeping services to the City of Arroyo Grande on a regularly scheduled basis, by removing litter, leaves, dirt, and debris from streets, alleys, and parking lots. This program shall leave the streets with a presentable appearance and help reduce the accumulation of dust and debris created by traffic, storm runoff and other causes.

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

II. BACKGROUND

The City of Arroyo Grande has historically contracted out street sweeping services.

III. SCOPE OF SERVICES

- A. 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.
- B. 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, by American Public Works Association, most recent edition)
- C. Street sweepers will operate at suggested manufacturers sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper exceed 6 miles per hour.
- D. The operator shall so conduct its operations as to cause the least possible obstruction and inconvenience to public traffic.
- E. Sweeping will be done during daylight hours in all residential areas. Downtown and other commercial areas will be swept in early morning hours.
- F. The intersections (cross gutter areas) along with all scheduled streets are to be swept. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed.

IV. SUBMISSION OF BIDS AND PROPOSALS

Each bid and proposal must be submitted on bid and proposal forms furnished by the City of Arroyo Grande and shall be completed in accordance with City specifications and other contract documents on file with the Director of Public Works, 1375 Ash Street, Arroyo Grande, California.

All bidders will be required to submit information as to their industrial safety record on the form provided in the Bid Proposal. 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 or any bid submitted which does not contain the Contractor's Industrial Safety Record, filled out and signed by the Contractor, may be sufficient cause for rejection of the bid.

Likewise, all bidders will be required to submit a certification of experience for a minimum of 2 years with regard to performance of previous contracts or subcontracts along with corresponding references. The City reserves the right to contact references and to take experience into consideration when evaluating a bidder's ability to satisfactorily perform this contract.

Prevailing wages shall be paid in accordance with the provisions of Section 1770 to 1780 of the Labor Code of the State of California. All wage rates will be subject to any recent negotiations. Health and welfare, pension, overtime and vacation pay shall be in accordance with existing agreements with State Law and existing agreements with the various trades.

No bid will be accepted from a contractor who has not been licensed in accordance with State Law.

The City of Arroyo Grande reserves the right to reject any or all bids.

Proposal Requirements

- A. General Information: The City Clerk of the City of Arroyo Grande, California will receive sealed bids at her office at 300 East Branch Street, City Hall, in said City, until 2:00 P.M. on Thursday, September 10, 2015. Said sealed proposals will be opened in the Arroyo Grande Council Chambers, 215 East Branch Street, Arroyo Grande, CA 93420.
- 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. It will be assumed that 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 to be obtained from the Director of Public Works at his office, 1375 Ash Street, Arroyo Grande, or contained in the bid package. All proposals must give prices proposed, both in writing and figures, and must be signed by the bidder with his address. If the proposal is made by an individual, his 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, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind. The right is reserved to reject any and all proposals and to waive any informality in bids received.
- E. Award of Contract: The award of the contract, if awarded, will be to the lowest bidder whose proposal complies with all the requirements prescribed. Such award will be made within thirty (30) days after the opening of the proposals. Proposers must be willing to accept the City's standard Contractor Agreement without modification. (sample attached)
- F. Execution of Contract: The contract shall be signed by the successful bidder and returned, together with insurance policies within ten (10) days, not including Sundays and legal holidays, 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 within ten (10) days shall be just cause for the annulment of the award.
- G. Insurance: The successful bidder shall be required to submit insurance certificates and endorsements per Section XII of the Special Provisions. Liability insurance shall name the City of Arroyo Grande as additional insured and shall state that the policy will not be cancelled or materially changed prior to giving thirty (30) days written notice to the Director of Public Works for the City of Arroyo Grande, California.

**CONTRACT PROPOSAL
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID CALCULATION FORM**

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

Street Sweeping - 312 Curb Miles	
1. Two Year Contract	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for Two Years	
2. First Year Optional Contract Extension	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for 1-Year Extension	
3. Second Year Optional Contract Extension	
A. Unit Price Per Curb Mile	
B. Total Per Month	
C. Total Bid for 1-Year Extension	

Twice Monthly Sweeping of Seven Parking Lots (Lump Sum)	
1. Two Year Contract	
A. Total Per Month	
B. Total Bid for Two Years	
2. First Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	
3. Second Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	

Weekly Sweeping of the City Corporation Yard Parking Lot (Lump Sum)	
1. Two Year Contract	
A. Total Per Month	
B. Total Bid for Two Years	
2. First Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	
3. Second Year Optional Contract Extension	
A. Total Per Month	
B. Total Bid for One Extension	

**CONTRACT PROPOSAL
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID CALCULATION FORM (Page 2)**

Special Sweeping Service (Lump Sum)	
1. Two Year Contract	
A. Lump Sum Per Hour	
2. (2) One Year Contract Extension	
A. Lump Sum Per Hour	
3. Second Year Contract Extension	
A. Lump Sum Per Hour	

Special Sweeping Service (Minimum No. of Hours)	
1. Two Year Contract	
A. Minimum No. of Hours for Special Sweeping	
2. One Year Contract Extension	
A. Minimum No. of Hours for Special Sweeping	
3. One Year Contract Extension	
A. Minimum No. of Hours for Special Sweeping	

TOTAL BID SHALL BE CALCULATED BY THE TOTAL PROPOSED COST FOR ALL OF THE FOLLOWING ITEMS:

- 312 x Curb Mile Unit Price x 24 Months (Original Contract)
- 312 x Curb Mile Unit Price x 12 Months (1st year Contract Extension)
- 312 x Curb Mile Unit Price x 12 Months (2nd year Contract Extension)
- Twice Monthly Sweeping of Seven Parking Lots x 24 Months (Original Contract)
- Twice Monthly Sweeping of Seven Parking Lots x 24 Months (1st year Extension)
- Twice Monthly Sweeping of Seven Parking Lots x 24 Months (2nd year Extension)
- Weekly Sweeping of Corp Yard Parking Lot x 24 Months (Original Contract)
- Weekly Sweeping of Corp Yard Parking Lot x 24 Months (1st year Extension)
- Weekly Sweeping of Corp Yard Parking Lot x 24 Months (2nd year Extension)

The undersigned understands and agrees that:

- A. All bids are to be calculated on the basis of the given estimated quantities of work, as indicated in this proposal, times the unit price, times twelve (12) months and/or thirty-six (36) months as submitted by the bidder. In case of a discrepancy between words and figures, the words shall prevail. In case of an error in the extension of a unit price, the corrected extension shall be calculated and the bids will be computed as indicated above and compared on the basis of the corrected totals.
- B. The estimated quantities of work indicated in the proposal are approximate only, being used solely as a basis for comparison of bids.
- 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.

**CONTRACT PROPOSAL
STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID CALCULATION FORM (Page 3)**

- D. The City of Arroyo Grande will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- E. In case the undersigned defaults in executing the required contract within ten (10) days (not including Sundays and legal holidays), after receiving notice that the contract is ready for signature, the contract shall be deemed null and void.

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

- A. He or 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 bids.
- 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.

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Signature of Bidder: _____

Business Address: _____

SPECIAL PROVISIONS

SECTION I

Purpose of the Street Sweeping Contract:

To provide street seeping services to the City of Arroyo Grande on a regularly scheduled basis, by removing litter, leaves, dirt, and debris from streets, alleys, and parking lots. 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 their own expense all tools, equipment, labor, material and services necessary for the satisfactory performance of the work set forth in these specifications.

SECTION II

Contract Period:

Any contract entered into shall be for a period of 24 months commencing on the _____, and ending on the _____. The successful bidder will be eligible for two (2) one year time extensions on the original contract, unless sooner terminated. The City of Arroyo Grande reserves the right to terminate or suspend this contract at any time as stipulated in Section XIV.

SECTION III

Standards of Service:

- A. 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.
- B. 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, by American Public Works Association (most recent edition).
- C. Street sweepers will operate at suggested manufacturers sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper's speed exceed 6 miles per hour.
- D. The contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to public traffic.
- E. Sweeping will be done during daylight hours in all residential areas. Downtown and other commercial areas will be swept in early morning hours.
- F. The intersections (cross gutter area) along all scheduled streets are to be swept. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed.

SECTION IV

Work Performance:

- A. The City of Arroyo Grande will monitor the work performance of the contractor by randomly choosing ten (10) streets of a regularly 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 at no cost to the City.
- B. If a spot check determines a single street has not met the standards the operator shall re-sweep within 24 hours at no cost to the City.
- C. All potable water used for dust control will be provided, at no cost to the contractor through fire hydrants. The City will provide a Fire Hydrant Water Meter that is to be used every time the street sweeping vehicle fills up.
- D. The contractor shall provide to the City, immediately following award of contract, the manufacturers gallons per minute (GPM) rating, for dust control, on each street sweeping unit. The contractor shall record the daily quantity of water used by any or all street sweeping equipment used to clean the regularly scheduled route. The daily totals will then be compared against the monthly metered potable water total to assist in verifying dust control compliance. If the daily recorded water usage does not meet or exceed the monthly metered potable water total, the City considers this a loss of value and reserves the right to reduce the curb mile rate by 50% for that month.
- E. City staff which observes the sweeping of regularly scheduled routes without the use of water for dust control will result in a 50% reduction of the curb mile rate for that day.
- F. Regularly scheduled routes that are not completely swept on the assigned day for any reason except for provisions in Sections VII & VIII, will require notification of City residents. The contractor will immediately place and pay for a "Notice of Street Sweeping Rescheduling" in the Five Cities Times Press Recorder. A 1/16" size advertisement stating the reason for rescheduling and the contractors name and phone number shall be included in the notification. The City reserves the right to add or modify the content of the "Notice of Street Sweeping Rescheduling". A final draft of the notification must be approved by the Director of Public Works or his designee prior to placement.
- G. Failure to sweep one or more streets, on a regularly scheduled route, may result in the City contracting for the cleanup of these streets. All contract and administrative costs incurred as a result of this failure to perform will be deducted from the regular monthly street sweeping invoice. At no time will "make-up" sweeps be allowed to occur on a regularly scheduled solid waste collection day.
- H. The determination of acceptable City standards will be made by the Public Works Director and/or his designee.

SECTION V

Equipment:

- A. All equipment used for the performance of this contract shall be standard heavy-duty mechanical broom sweeping or air/vacuum equipment necessary to properly clean streets and alleys of litter, dirt, rocks, leaves, and other debris. Equipment shall be properly maintained both as to condition and appearance so as to insure a high level of street sweeping services.
- B. Sweeping equipment as well as disposal trucks shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles and the California Highway Patrol.
- C. Machines must be maintained both mechanically and visually throughout the term of this agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers.
- D. Machines must be equipped with an adequate water spray system for dust control.
- E. All units shall be clearly and prominently marked with the contractor's name and unit number.
- F. Contractor must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency.
- G. All equipment must be properly registered and insured in accordance with state and local laws. Contractor must show proof of ownership or a signed lease for sufficient machinery to adequately perform services as specified in this agreement.
- H. All units shall have the capability of being contacted by their main office with radio or paging equipment.
- I. Contractor shall have the ability to provide two (2) sweepers to the City of Arroyo Grande within four (4) hours notice.
- J. Contractor shall have the ability to provide a mechanical broom type sweeper and an air/vacuum type sweeper with four (4) hours notice.

SECTION VI

Work to be Performed:

During the term of any agreement entered into, contractor shall sweep all designated public streets and curbs and gutters, alleys, street medians, parking lots, center lanes and intersections within the incorporated City limits of Arroyo Grande with the assigned frequency as listed below.

The contractor will adhere to the "Street Sweeping Schedule" provided to him by the City of Arroyo Grande. The City reserves the right to modify the "Street Sweeping Schedule" from time to time during the period of the contract. Additions or deletions to this schedule shall be made in accordance with unit prices as shown on the contract proposal, or at the City's sole discretion, as otherwise mutually agreed upon by the contractor and the City.

SECTION VII

Holidays:

The City of Arroyo Grande will not require sweeping service on the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event that a scheduled sweeping shift is missed due to the aforementioned holidays, the contractor shall arrange for sweeping on another day within a five day working day period as described in Section III.

SECTION VIII

Inclement Weather:

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 Arroyo Grande at the earliest possible time and arrange for sweeping on another day within a five working day period. It is understood that the contractor will make up the missed sweeping shift on the first available day within the five working day limitation, or forfeit any and all compensation for that particular shift.

SECTION IX

Additional Work:

- A. In the event the City of Arroyo Grande 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 VI, "Work to be Performed" after the effective date of this agreement, then any additional sweeping which is required of the contractor shall be paid for at the applicable price per curb mile as specified in the contractor's proposal.
- B. The contractor shall provide additional miscellaneous street sweeping services for work not otherwise specified in these specifications, at the current hourly rate as specified in the bid proposal when requested to do so by the City of Arroyo Grande.

- C. Contractor from time to time may be requested to provide street sweeping services immediately following parades, community celebrations, and other activities involving City streets, alleys or parking lots. Compensation for this work will be paid at the hourly rate as specified in the contractor's proposal.
- D. In the event the City of Arroyo Grande 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.
- E. All sweeping as identified in this section, paragraphs B, C, and D, shall be performed so as not to interfere with the proper completion of the regular street sweeping schedule.

SECTION X

Disposal of Sweeping Debris:

The contractor shall dispose of all refuse and debris collected by his sweeping operation by hauling to a properly established and permitted area for disposal of sweeping debris. The Contractor will provide the City with the location of debris disposal and confirmation that the disposal location is properly permitted. At no time is the Contractor allowed to dispose of sweeping debris on or at City facilities.

SECTION XI

Compensation:

- A. For all services which the contractor is obligated to perform under the terms of this proposal, the City of Arroyo Grande shall pay to the contractor an amount based on cost per curb mile of street cleaned in monthly installments payable within 30 days of receiving the invoice for previously performed monthly service.
- B. Failure to sweep shall be deducted from payment, per curb mile, unless made up as stipulated in Sections VII and VIII.

SECTION XII

Insurance Requirements:

The 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, by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - 1. Insurance Services Office form Number GL-0002 (ed. 1/73), covering comprehensive general liability and insurance services; office form number GL-0404, covering broad form comprehensive general liability, or

Insurance Services Office Commercial General Liability coverage (“Occurance”, Form CG-0001).

2. Insurance Services Office Form Number CA-0001 (Ed. 1/78), covering automobile liability, Code 1, “Any Auto”, and endorsement CA-0025.
3. Worker’s Compensation Insurance, as required by the Labor Code of the State of California, and Employer’s Liability Insurance.

B. Minimum Limits of Insurance: The contractor shall maintain limits no less than:

1. Comprehensive general liability: One million dollars (\$1,000,000.00) combined single-limit occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: One million dollars (\$1,000,000.00) combined single-limit per accident for bodily injury and property damage.
3. Worker’s Compensation and Employer’s Liability: Worker’s compensation limits as required by the Labor Code of the State of California, and Employer’s Liability limits of one million dollars (\$1,000,000.00) per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles of self-insured retentions must be declared to and be approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as it affects the City, its officials, agents and employees, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The City, its officials, agents, employees and volunteers are to be covered as primary insured as respects liability arising out of activities performed by or on behalf of the contractor, or products and completed operations of the contractor, or premises owned, leased or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees or volunteers.
 - b. The contractor’s insurance coverage shall be primary insurance as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees or volunteers shall be in excess of the contractor’s insurance, and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees or volunteers.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 2. Worker's Compensation and Employers' Liability Coverage:
 - a. The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed by the contractor for the City.
 - 3. All Coverages:
 - a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a best rating of no less than A:XIII.
- F. Verification of Coverage: Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause (actual policy). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. If so required by the City, the contractor shall furnish to the City a duplicate original policy.
- G. Subcontractors: The contractor shall include all subcontractors as insurers under his policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

SECTION XIII

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 Arroyo Grande.

SECTION XIV

Termination of Contract:

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

SECTION XV

Responsibility for Damage:

The City of Arroyo Grande and all of their employees and agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; for any injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of work.

SECTION XVI

Complaints:

All complaints shall first be directed to the Public Works Director or his Designee, then to the contractor. It shall be the contractor's obligation to resolve all complaints within 24 hours.

SECTION XVII

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 Arroyo Grande.

TECHNICAL PROVISIONS

EQUIPMENT TO BE USED

Item	Model/Capacity	Year of Manufacture

REFERENCES / EXPERIENCE

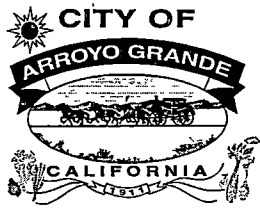
Name of Organization / Business	Address	Scope of Services	Term of Contract

PRIMARY STREET SWEEPING SCHEDULE			
STREETS			DAY
Acorn Drive Andre Drive Arabian Circle Asilo Aven. de Diamante Calle Carman Calle Cuervo Camino Mercado Cardinal Court Castillo Court Chaparral Lane Clinton Court Collado Corte Cuerda Corte Deer Trail Circle Dos Cerros Emerald Bay Drive Equestrian Way Grace Lane	Hidden Oak Road Hodges Road James Way Jenny Place La Canada Los Ciervos Matthew Way Meadowlark Drive Mercedes Lane Mesquite Lane Mustang Circle Oak Leaf Circle Old Ranch Road Palos Secos Paraiso Court Puesta Del Sol Quail Court Quail Ridge Court	Rancho Parkway Refugio Place Robin Circle Rodeo Drive Rosemary Court Rosemary Lane Salida Del Sol Scenic Circle Sombrillo Spanish Moss Lane Stevenson Drive Via Bandolero Via Las Aguilas Via Poca Via Vaquero Village Glen Drive Vista Circle Vista Drive	Second Tuesday of the month
Arroyo Avenue Bambi Court Brittany Avenue California Street Cameron Court Carmella Drive Carol Place Carrington Place Castillo Del Mar West Cherry Ave Del Sol Street Diamond Circle Diana Place Garfield Place Gaynfair Terrace Hampton Place Lancaster Drive	La Vista Court Leanna Drive Magnolia Drive Mesa Drive Morning Rise Lane Mulberry Lane N & S Via Belmonte N & S Via Firenze S Oak Park Blvd Opal Circle Orchard Street Pacific Pointe Way Palm Court Paul Place Pilgrim Way	Rogers Court Russ Court Sandalwood Ave South Via Avante Starlight Lane Sycamore Court Sycamore Drive Tierra Street Tiger Tail Drive Turquoise Drive Verde Place Via Berros Victorian Court Victoria Way	Third Tuesday of the month

PRIMARY STREET SWEEPING SCHEDULE			
STREETS			DAY
Allen Street Branch Mill Road Callie Court Campana Place Canyon Way Clarence Avenue Coach Road Cobre Place Colina Street Corbett Canyon Rd Corral Place Cross Street Crown Hill Crown Terrace Cuesta Place E. Cherry Avenue Farmhouse Place Fieldview Place Flora Road Fortuna Court Garden Street Greenwood Drive Grove Court Gularte Road Harrison Street Hawkins Court	Hillside Court Ide Street Ikeda Way La Cresta Drive La Paz Circle Ladera Place Larchmont Drive Launa Lane Le Point Street Le Point Terrace Los Olivos Lane Mariposa Circle Mason Street May Street McKinley Street Miller Circle Miller Way Myrtle Street Nelson Street Nevada Street Noguera Place Oro Drive Outland Court P. C. Railway Paseo Street	Pearwood Avenue Plata Road Platino Lane Plomo Court Poole Street Pradera Court Ridgeview Way Rosewood Lane So. Traffic Way Short Street Stagecoach Road Station Way Stillwell Drive Tanner Lane Toyon Court Trinity Avenue Vard Loomis Court Vard Loomis Lane Vernon Street Via La Barranta Village Court W. Branch Street Wesley Street White Court Whiteley Street Zogata Way	Fourth Tuesday of the month
Ash St. Restrooms Car Corral Pkng lot City Hall	Elm St Recreation Olohan Alley Parking Lots	Soto Sports Complex Strother Park Woman's Club	Twice a month: Second & Fourth Thursdays

The streets listed below will be swept two weeks following their primary sweeping.

SECONDARY STREET SWEEPING SCHEDULE			
STREETS			DAY
Arroyo Avenue Bambi Court Carmella Drive Diamond Circle Leanna Drive	Opal Circle Orchard Street Pearl Drive Pilgrim Way Todd Lane	Turquoise Drive Via Berros West Cherry Aveue Woodland Drive	First Tuesday of the month
Allen Street Coach Road Corral Place East Cherry Ave Flora Road Garden Street Greenwood Drive Launa Lane Los Olivos Lane Myrtle Street Noguera Place	Oro Drive (from Huasna Road to Platino Lane) P. C. Railway (from Allen Street to E. Cherry Avenue) Pearwood Avenue Platino Lane (from Stagecoach to La Cresta Drive) Rosewood Lane	Stagecoach Road (500 feet from Platino, south) Station Way Tanner Lane Traffic Way Extension Via La Barranca Park Boulevard Tally Ho Road The Pike	Second Tuesday of the month
Aspen Street Bennett Avenue Brighton Avenue Cerro Vista Circle Courtland Street Dodson Way (from S. Halcyon to S. Alpine)	Maple Street Palm Court Pine Street Priscilla Lane Ruth Ann Way (from Brighton to bottom of street)	Taylor Place Walnut Street (from Maple Street to end of street)	Third Tuesday of the month
Ave. de Diamante Hodges Road (from Stevenson Drive to end of street)	Old Ranch Road (250 feet from W. Branch Street) Robin Circle	Rodeo Drive (250 feet on each side of Rodeo Drive & Mercedes Lane intersection) Vista Circle Vista Drive	Fourth Tuesday of the month



**REQUEST FOR PROPOSAL LOG SHEET
CITY OF ARROYO GRANDE**

**RFP DEADLINE: Tuesday, November 24, 2015, 2:00 p.m.
Street Sweeping Services**

SUBMITTED BY:

Venco Power Sweeping, Inc. See attached
Oxnard, CA

CleanStreet See attached
Gardena, CA

SP Maintenance Services, Inc. See attached
Arroyo Grande, CA

Kelly Wetmore, City Clerk

c: Director of Public Works



**STREET SWEEPING FOR THE CITY OF ARROYO GRANDE
BID TABULATIONS**

	COMPANY		
	VENCO	SP Maintenance	CleanStreet
Street Sweeping - 312 Curb Miles			
Total Bid for Two Years	\$ 175,968.00	\$ 175,968.00	\$ 310,752.00
Total Bid for 1-Year Extension	\$ 89,856.00	\$ 89,856.00	\$ 155,376.00
Total Bid for 1-Year Extension	\$ 89,856.00	\$ 91,728.00	\$ 157,248.00
Twice Monthly Sweeping- Seven Parking Lots			
Total Bid for Two Years	\$ 19,200.00	\$ 19,200.00	\$ 19,200.00
Total Bid for One Extension	\$ 10,200.00	\$ 9,600.00	\$ 9,600.00
Total Bid for One Extension	\$ 10,200.00	\$ 9,600.00	\$ 9,600.00
Weekly Sweeping- City Corporation Yard Parking Lot			
Total Bid for Two Years	\$ 4,800.00	\$ 7,680.00	\$ 9,864.00
Total Bid for One Extension	\$ 3,000.00	\$ 3,840.00	\$ 5,028.00
Total Bid for One Extension	\$ 3,000.00	\$ 3,840.00	\$ 5,124.00
TOTAL AMOUNT FOR LOW BID DETERMINATION	\$ 406,080.00	\$ 411,312.00	\$ 681,792.00

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