



CONTRACT DOCUMENTS

FOR

CITY OF SEDONA

PUBLIC WORKS DEPARTMENT

***Power Wash/Steam Cleaning of City
Hardscapes***

May 2013

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Power Wash/Steam Cleaning of City Hardscapes

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**ADVERTISEMENT FOR BIDS
CITY OF SEDONA
PUBLIC WORKS DEPARTMENT**

Power Wash/Steam Cleaning of City Hardscapes

DUE DATE: Wednesday, May 8, 2013

BID OPENING TIME AND DATE: 1:00 p.m. on Wednesday, May 8, 2013

The City of Sedona is soliciting bids to provide power washing/steam cleaning services in designated areas throughout the City.

Specifications are available by contacting the Public Works Department of the City of Sedona at (928) 204-2234. Bidders may also request to have the specifications electronically mailed to them by contacting Dan Neimy, City of Sedona Public Works Department at: dneimy@ci.sedona.az.us

Addendums will be posted on the City of Sedona's website at www.SedonaAz.gov under the Bid/RFP Opportunities. The City retains the right to reject any bid not acknowledging all issued addendums. Addendums may be posted to within 24 hours of the time of bid opening.

PRE-BID CONFERENCE: Pre-bid conference (**mandatory**) will be held on **Wednesday, May 1, 2013, at 9:00 a.m. in the Public Works Conference Room**, 104 Roadrunner Drive, Sedona, AZ, with site visits to follow.

Contract Documents with completed Bid Proposals must be enclosed in a sealed envelope addressed to:

HAND DELIVERED: City of Sedona
Public Works Department
104 Roadrunner Drive
Sedona, AZ 86336

U.S. MAIL: City of Sedona
Public Works Department
102 Roadrunner Drive
Sedona, AZ 86336

AND MARKED: Bid Proposal for Power Wash/Steam Cleaning of City Hardscapes

AND RECEIVED: **At the Public Works Department until 1:00 p.m. local time, Wednesday, May 8, 2013 (as determined by reference to the www.time.gov ref Arizona area).**

Bids will be opened in the Public Works Department. Bid will be awarded to the lowest, responsive, responsible bidder. The City of Sedona reserves the right to reject any or all proposals and withhold the Award if deemed in the best interest of the City.

A \$1,000 bid guarantee shall be provided with each bid. The guarantee shall be in the form of a bid bond or cashier's check payable to the City.

By: _____
Charles Mosley, Director of Public Works/City Engineer

First Advertisement: Friday, April 19, 2013
Second Advertisement: Wednesday April 24, 2013
RED ROCK NEWS

INSTRUCTIONS TO BIDDERS

1. Each bid shall be submitted on the form provided, to the locations specified in these specifications, at or prior to the date and time specified. The form must be completed. If information does not apply state "Not applicable". Mailing and location addresses must be provided. The City of Sedona prefers the use of recycled materials and supplies per the City code Section 3.05.040.
2. Bid prices submitted shall be considered to have included all local, state and federal taxes, and no additional allowance will be allowed therefore. The City reserves the right to consider the value to it of warranties exceeding the minimum requirements in determining the lowest, responsible, responsive bidder.
3. Exceptions taken to any aspect of the specifications in submitting the bid shall be clearly noted in a written attachment to the Bid Form. The attachment shall identify the aspect of the specifications affected by the exception and the proposal instead of the specification. The City of Sedona reserves the right to consider the value to it of any exceptions or the lack of exceptions in determining the lowest, responsible, responsive bidder. Attachments identifying exceptions shall be signed by the bidder.
4. No Bidder may withdraw his Bid for forty-five (45) days after the time established for receiving Bids or before the successful bidder has returned the Letter of Award signed, unless a period exceeding forty-five (45) calendar days after the time established for receiving Bids has passed. The sending of the Letter of Award by the City of Sedona to one party does not constitute a waiver of this condition.
5. Each bid must be accompanied by either a certified check made payable to the City of Sedona, a cashier's check made payable to the City of Sedona or a bid bond, duly executed by the Bidder as principal and having as surety thereon a surety company licensed to do business in Arizona, in the amount of \$1,000. The City may retain such checks or bid bonds, of the three (3) apparent lowest Bidders, for a period of forty-five (45) days after the bid opening.
6. In the event the successful Bidder fails to deliver to the City of Sedona all items, training and services, as bid and awarded, within the time frame specified to the satisfaction of the City the bid deposit or bond for this bid shall be forfeited to the City.
7. Each bidder acknowledges and agrees award of the contract shall require issuance of a Letter of Award by the City to the successful bidder and issuance of a Contract for Maintenance Services and Purchase Order.
8. In evaluating Bids, City will consider the qualifications of Bidders; whether or not the Bids comply with the prescribed requirements; the alternatives, if any; the time or times for completion as stated in the Bid Form; and the lump sum and unit prices, if requested in the Bid Form.
9. City may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed SubContractors and other persons and organizations to do the work in accordance with the Contract Documents. City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.
10. Bid will include the proper BMPs (best management practice) which are techniques or controls used to prevent or reduce the discharge of pollutants, such as oil, antifreeze, and solvents, into the stormwater conveyance system also known as the storm drain system.

Modification of a Bid already received will be considered only if the modification is received prior to the time established for receiving Bids. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original Bid. The communication should not reveal the Bid Price, but should provide the addition or subtraction or other modifications so that the final price or terms will not be shown until the sealed Bids are opened.

BID FORM (Page 1)
CITY OF SEDONA
POWER WASH/STEAM CLEANING

BASE BID

ITEM NO.	QUANTITY	UNIT	TYPE	MFG	DESCRIPTION	PRICE
1.	1	LUMP SUM.	*Monthly Service		Monthly power wash service for all hardscapes located within the City of Sedona Right-of-Way on both sides of State Route 89A between L'Auberge Lane and Art Barn Road. Hardscape cleaning will include all sidewalks, curbs and gutters, trash receptacles, benches, planter walls, and crosswalks as shown on Reference Maps Exhibit 1 – Maps 1-6. Cleaning area to include all hardscapes located within the City of Sedona Right-of-Way (red line) as shown on the maps.	
2.	1	LUMP SUM	*Monthly service		Monthly power wash service for all hardscapes located at Sedona City Hall, 102 Roadrunner Drive. Hardscapes to include all sidewalks, curbs and gutters, trash receptacles, benches, planter walls as shown on Reference Maps Exhibit 8 – Maps 1-2. Cleaning area to include all hardscapes within the parcel line (red line) as shown on the maps.	
3.	1	LUMP SUM	*Monthly service		Monthly power wash service for all hardscapes located at Jamesen Park, SW corner of 89A & Northview Road. Hardscapes to includes all sidewalks, curbs and gutters, trash receptacles, benches, planter walls as shown on Reference Map Exhibit 7. Cleaning area to include all hardscapes within the Jamesen Park ROW boundry (red line) excluding the curb and gutter bordering Northview Road.	
4.	1	LUMP SUM	*Monthly service		Monthly power wash service for all hardscapes located at Posse Grounds Park. Includes (2) tennis courts, (1) skate park, (10) picnic ramadas, (2) restroom buildings, (1) playground site and all play equipment. Sidewalks, curbs and gutters, trash receptacles, benches, associated with each area as shown on Reference Maps Exhibit 5 – Maps 1-3. Map 1: Cleaning areas to include (10) picnic ramada walls, tables, concrete floors. (1) playground site to include all play equipment, structures and adjacent sidewalks. (1) Rec-Room/Rest-Room building walls and sidewalks up to the sidewalk intersection with the western parking lot perimeter sidewalk. The parking lot perimeter sidewalk is not included in the scope of work. Map 2: Includes (1) concession stand/rest-room building walls and adjacent sidewalks. (1) teen center/skate park to include all exterior building walls, sidewalks, skate park interior concrete and features. Map 3: Includes (2) tennis courts only.	

5.	1	LUMP SUM	*Monthly service		Monthly power wash service for all hardscapes at Sunset Park. Hardscapes to include (2) tennis courts. (1) basketball court. (1) restroom building. (2) picnic ramada's. (2) playground sites and all play equipment, sidewalks, trash receptacles, benches, building walls associated with each area as shown on Reference Map Exhibit 6, only within the parameters of the map image.	
					MONTHLY/SUBTOTAL	
					6 months per year Feb-Apr-Jun-Aug-Oct-Dec	X 6
	Total Base Bid					

BASE BID SUBTOTAL _____

* The City of Sedona reserves the right to award all bid items to a sole vendor **or** assign individual bid items to multiple vendors at the City's discretion.

(See next page for continuation of Bid Form)

BID FORM (Page 2)
CITY OF SEDONA
POWER WASH/STEAM CLEANING

Bid prices submitted shall be considered to have included all local, state and federal taxes, and no additional allowance will be allowed therefore.

In case of discrepancy between unit price extension and total price provided, the unit price extension shall govern.

The City of Sedona reserves the right to reject all bids, or to award only the base bid, or to award a bid based upon the total of the Base Bid plus additive alternate(s) as selected for award from the additive alternate bid schedule.

A \$1,000 bid guarantee must accompany this bid. It may be a bond or cashier's check.

Complete and attach Bidder's Affidavit to bid form.

Company Name _____

Bidder's mailing address

Bidder's Location

Address

Address

City, State, ZIP

City, State, ZIP

Disputes related to this bid and contract shall be considered as within Yavapai County, Arizona and subject to jurisdiction of courts therein. The provisions of Article 3.10.010 of the City Code shall apply to this contract as a precedent to proceeding with other actions against the City.

The Letter of Award will be in substantially the following form:

LETTER OF AWARD

Date

Successful Bidder Name (The name of the successful bidder will be substituted where the term "Contractor" appears.)
Street or PO Box
City, State Zip

SUBJECT: LETTER OF AWARD – POWER WASH/STEAM CLEANING

The City of Sedona, having duly considered the bid submitted on _____, 2013, for the City of Sedona Power Wash/Steam Cleaning of City Hardscapes as outlined in the Contract documents therefore, and it appearing that your proposal for performing the work is fair, equitable and in the City's best interest, and the bid includes price for equipment, delivery, and related services in the bid schedule in the estimated total amount of \$_____, said bid is hereby accepted at the prices contained therein, and in accordance with all provisions set forth in the Contract documents.

In accordance with the terms of the Contract documents, you are required to sign below acknowledging that you will furnish the Power Washing/Steam Cleaning services as specified in the Contract documents.

The Bid Bond submitted with your proposal will be retained until the Contract has been executed to the City's satisfaction. In the event that you should fail to sign and return this letter, the City of Sedona may cash the Bid Bond and proceed with steps that are in the City's best interest.

Please provide the insurance certificates as referenced in Section 8 of the original Contract document. Your certificate of insurance shall be accompanied by an endorsement and a statement that the Certificate of Insurance meets the entire requirements of the specifications or shall state and describe specific exclusions. In addition, your certificate of insurance must name the City of Sedona as additional insured.

Companies, and their subcontractors, engaging in business in/for the City of Sedona are required to obtain a yearly \$25.00 business license. If you need to apply for a new business license or renew your existing business license with the City of Sedona, please contact Revenue Discovery Systems (RDS). Both renewals and new applications can be completed on-line at no additional charge. Please see website below.

Dedicated Taxpayer Support Line: (866) 940-7660 Monday through Friday, 7:30am - 4:30pm MST

Email: azsupport@revds.com **Website:** www.revds.com

RECEIVED AND ACCEPTED:

CITY OF SEDONA, ARIZONA

Contractor
By:
Name: _____
Date: _____
Enclosures (2) copies

Sincerely,

Charles Mosley, P.E.,
Director of Public Works/City Engineer

cc: Tim Ernster, City Manager

CONTRACT FOR MAINTENANCE SERVICES

This contract is made and entered into on this ____ day of _____, 20____, by and between the City of Sedona ("CITY") and _____ ("SERVICE PROVIDER").

1. *Maintenance Services.* The SERVICE PROVIDER agrees to perform certain services and maintenance for CITY, at the rates as set forth in Exhibit "A" (attached), **on an "as needed" or "on call" basis. This is not an exclusive contract, and the CITY may hire other providers.** The need for service may depend on weather conditions, system repairs, capital improvement schedules, or budget constraints. CITY agrees to pay the SERVICE PROVIDER as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A." If deemed necessary by CITY, the SERVICE PROVIDER and CITY will confer to further define specific tasks in the scope of work and expertise of the SERVICE PROVIDER, and estimate the amount of time to be spent on those tasks.
2. *Confidential Information.* All correspondence, reports and other documentation of SERVICE PROVIDER'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of SERVICE PROVIDER'S task. All subject to public records request requirements.
3. *Billing and Payment.* Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed.
4. *Conflicts.* In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.
5. *Certification.* SERVICE PROVIDER hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. **SERVICE PROVIDER shall execute the required affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 [Exhibit B]**
6. *Compliance With Local Rules and Regulations.* It is contemplated that the work and services to be performed by SERVICE PROVIDER hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. In that CONSULTANT is doing business within the Sedona City limits, CONSULTANT will be required to obtain an annual Sedona Business License for every year that the CONSULTANT does business with Sedona or within the City limits.
7. *Indemnification.* With respect to its professional services hereunder, SERVICE PROVIDER agrees to indemnify and hold harmless CITY, its officials and its employees from and against all liability claims, demands and expenses, including court costs and reasonable attorney's fees, in an amount not to exceed the total compensation under this contract, on account of any injury, loss or damage that arise out of, or are in any manner

connected with, the work negligently performed under this contract, or on account of any injury, loss or damage that arise out of, or are in any manner connected with, any omission or professional error of the SERVICE PROVIDER, or any officer, employee or agent of the SERVICE PROVIDER. For other than its professional services hereunder, SERVICE PROVIDER agrees to indemnify and hold harmless CITY, its officials and its employees from and against all liability claims, demands and expenses, including court costs and reasonable attorney's fees, in an amount not to exceed the total compensation under this contract, on account of any injury, loss or damage that arise out of, or are in any manner connected with, the work negligently performed under this contract, or on account of any injury, loss or damage that arise out of, or are in any manner connected with, any other fault or negligence of the SERVICE PROVIDER, or any officer, employee or agent of the SERVICE PROVIDER.

8. **Insurance.** The SERVICE PROVIDER agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverage, **as may be requested by the CITY, either in the initial bid, or prior to commencement of particular tasks. In some instances, the CITY may request to be named an additional insured on the SERVICE PROVIDER's policies.**
 - a. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 - b. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 - c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the SERVICE PROVIDER'S owned, hired or non-owned automobiles assigned to or used in performance of the services.
 - d. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
9. **Non-Assignability.** Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
10. **Termination.** This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing SERVICE PROVIDER with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay SERVICE PROVIDER for all work previously authorized and performed prior to the date of termination. If, however, SERVICE PROVIDER has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. CITY shall owe no other payments, including any payment for lost profit or business opportunity, and no penalty, to SERVICE PROVIDER in the event of termination upon notice.
11. **Venue.** The laws of the State of Arizona shall govern this contract, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.

12. *Independent Contractor.* SERVICE PROVIDER is an independent Contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by SERVICE PROVIDER to perform work under the terms of this contract shall be, and remain at all times, employees or agents of SERVICE PROVIDER for all purposes. SERVICE PROVIDER shall make no representation that it is the employee of CITY for any purpose.
13. *Performance Standards.* SERVICE PROVIDER shall perform the services in Exhibit A in a good and workmanlike manner and in conformity with the best standards of its industry. The CITY in its sole discretion may cancel this agreement if the SERVICE PROVIDER fails to meet the specifications for the materials and timely complete assigned tasks.
14. *Entire Agreement.* This contract, together with the attached Exhibit "A," is the entire agreement between SERVICE PROVIDER and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
15. *Non-Discrimination.* SERVICE PROVIDER, its agents, employees, Contractors and subContractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion or disability in any employment policy or practice.
16. ***Compliance With State and Federal Laws:***

SERVICE PROVIDER understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: SERVICE PROVIDER must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

- a. Under the provisions of A.R.S. § 41-4401, SERVICE PROVIDER hereby warrants to CITY that SERVICE PROVIDER and each of its subContractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- b. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject SERVICE PROVIDER to penalties up to and including termination of this contract at the sole discretion of CITY.
- c. CITY retains the legal right to inspect the papers of any Contractor or subContractor employee who works on this contract to ensure that the Contractor or subContractor is complying with the Contractor Immigration Warranty. SERVICE PROVIDER agrees to assist CITY in regard to any such inspections.
- d. CITY may, at its sole discretion, conduct random verification of the employment records of SERVICE PROVIDER and any subContractors to ensure compliance with Contractor's Immigration Warranty. SERVICE PROVIDER agrees to assist CITY in regard to any random verifications performed.
- e. **Neither SERVICE PROVIDER nor any subContractor shall be**

deemed to have materially breached the Contractor Immigration Warranty if SERVICE PROVIDER or any subContractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

- f. The provisions of this article must be included in any contract that SERVICE PROVIDER enters into with any and all of its subContractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subContractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
17. *Dispute Resolution.* The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The parties shall share the mediator's fee equally. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
18. *Delays.* SERVICE PROVIDER shall not be responsible for delays that are due to causes beyond SERVICE PROVIDER'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
19. *Attorneys' Fees and Costs.* Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
20. *Conflict of Interest.* From the date of this contract through the termination of its service to Sedona, SERVICE PROVIDER shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.
21. *Notice.* Any notice or communication between SERVICE PROVIDER and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

SERVICE PROVIDER: _____

22. *Notice to Proceed.* Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

SERVICE PROVIDER

By: _____
Title: _____

I hereby affirm that I am authorized to enter into and sign this contract on behalf of SERVICE PROVIDER

EXHIBIT/S

Exhibit A

- X **Scope of Work and Associated Costs**

Exhibit B

- X **Affidavit of Lawful Presence**

POWER WASH/STEAM CLEANING SPECIFICATIONS

High pressure steam cleaning:

1. Furnish all necessary cleaning equipment and devices that provide a consistent delivery of hot water (180 degrees) and high pressure (3000 psi.) to effectively clean all areas. Effective cleaning includes removal of all chewing gum, dirt, stains and debris.
2. Contractor must provide and utilize proper storm water mitigation practices to capture/filter all runoff during cleaning. A traffic control plan may be required for some locations.
3. The City will provide a water source at each location.
4. All cleaning is to be done with water only. Prior to cleaning with water, hand tools may be needed (4.2 below). No chemicals shall be used.
5. RE: Bid Form Item #1. All work must be performed at night between the hours of 10:00 p.m. and 7:00 a.m.
6. RE: Bid Form Item #2. All work must be done either at night on weekdays, or anytime on Saturday or Sunday.
7. RE: Bid Form Items 3-4-5. All work is allowed at any time between the hours of 7:00 a.m. – 10:00 p.m. Monday through Friday only.
8. All Bid Items shall be bid on a monthly basis for a not to exceed total price. The base bid shall be based on a total of 6 months per year, which includes, Feb-Apr-Jun-Aug-Oct-Dec. Additional months, or cleanings, may be added by the City if deemed necessary in order to keep all areas consistently clean. Added services will be billed at the monthly rate for each bid item.

1. Scope of Work. The Contractor shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation and supervision, except as specified herein, to manage and perform the hardscape cleaning services as set forth herein.

Completion Criteria: (See Section 6.3 regarding substandard completion of work)

- 1.1 All listed hardscape areas in Bid Form (page 1) shall be cleaned at the indicated intervals, including but not limited to sidewalks, walkways, patios, boardwalks, quads, sport courts, esplanades, etc.
- 1.2 Hardscape areas shall be cleaned free of all dirt, stains, gum, oil, tar, and residue to present a high quality appearance following each scheduled visit.
- 1.3 Accumulated water remaining after the cleaning shall be removed completely so no puddling exists.
- 1.4 Until dry, the areas, where practical, shall be barricaded, locked or otherwise isolated.
- 1.5 The Contractor shall clean all areas up to the entrance doors of each building. This includes, but is not limited to, steps, handicap ramps, side entrances, etc.
- 1.6 The Contractor shall also meet the criteria for cleaning as specified below.

2. Contaminated Water:

- 2.1. Prior to a washing, block all storm drains with an impervious barrier such as gravel bags or berms, or seal storm drains with plugs or rubber mats. Make sure this practice does not flood the area or adversely affect vehicle or pedestrian traffic.
- 2.2. Never dispose of wash water into the street, storm drains, landscape drains, drainage ditches, or waterways.
- 2.3. Pump or vacuum up all wash water in the contained area.
- 2.4. Sediments and other solids remaining on the ground shall be swept or vacuumed up immediately so they don't wash into the storm drain system during a rain event.
- 2.5. Minimize water use by using high pressure, low volume nozzles.
- 2.6. Use the minimal amount of the least toxic detergents and degreasers you will need to complete the job. Try phosphate free detergents.
- 2.7. Use a mop or rags to clean heavily soiled areas before power washing.
- 2.8. City approval is required for discharging the collected wash water to the sanitary sewer. Discharges to the sewer shall not contain hazardous materials, grease, grit, or any material that could clog piping (all discharges shall be in accordance with City Code Section 13.25 "Prohibited Discharges").

3. Frequency of Service

3.1 All areas covered by this contract shall be thoroughly cleaned a minimum of six (6) times per year. Some areas such as crosswalks may need more frequent cleaning. See Attachment A for detailed maps.

4. Operating Criteria

4.1 All trash, debris, tar, freestanding oil, grease, liquids, "green waste," food, cigarette butts, stains, liquids, graffiti, blood, bird defecation, feces, vomit, broken glass, and other materials, substances, and contaminants shall be removed from hardscapes (i.e. sidewalks, walkways, patio, boardwalks, quads, esplanades) prior to cleaning operations.

4.2 The removal of materials, substances, and contaminants prior to cleaning operations may require the use of scrub brushes, sponges, mops, or other tools or utensils. All cleaning residuals thereof, used in this process must be completely removed prior to beginning cleaning operations.

4.3 During regular cleaning operations, the Contractor may use high pressure, low-volume washers, and steam cleaners as necessary to thoroughly clean surfaces. Contractor is not expected to steam clean all surfaces during regular cleaning operations, but shall use a steam cleaner to clean sections of hardscapes when pressure washers are not sufficient to thoroughly wash surface.

4.4 Prior to the beginning of cleaning operations, the Contractor shall submit to the City a traffic control plan, if applicable, and/or a pedestrian signage plan. The Contractor will strategically place approved signage at appropriate locations to identify to patrons that cleaning is taking place and that the walkways may be slippery. At all times Contractor shall safeguard the public from conditions made unsafe by the Contractor's operations.

4.5 During cleaning operations, should the Contractor notice a hazardous condition, he shall make the area safe by barricading the area and notifying the City Maintenance Superintendent or designee immediately. It shall be the City's responsibility to remedy the unsafe condition unless the Contractor created the condition.

4.6 The nozzle pressure of equipment shall not be so great so as to dislodge tile/paver grout or cause damage to hardscapes.

4.7 If the nozzle pressure of equipment used to loosen and clean hardscapes is insufficient to thoroughly wash the surface, scrub brushes and cleaners may be require to remove the materials and produce a thoroughly clean surface.

4.9 All cleaned surfaces shall be rinsed clean and no fine grit or grime shall be allowed to remain.

4.10 Glass surfaces, which may get wet as a result of cleaning operations, shall be hand-dried immediately after the conclusion of the operation in the immediate area.

4.11 Immediately following the cleaning of the hardscape areas, all materials generated by the operation shall be collected and placed in Contractor's trash containers or otherwise removed from the site.

4.12 All areas barricaded while drying shall be opened by Contractor and made available for use when the area(s) are completely dry.

5. Personnel

5.1 Project Foreman. Unless the Contractor is available as required herein, the Contractor shall provide a Project Foreman to be available during the normal hours of operation to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration, and coordination of all required services. The Contractor shall provide the name(s) and telephone number (s) of the Project Foreman(s) within one week after contract award date. The Contractor shall provide written notice to the City Maintenance Superintendent in advance of any change of the Project Foreman. The Project Foreman shall be able to understand, speak, read, and write the English language as is necessary for the fulfillment of the terms of the contract. The Project Foreman shall return all calls from the Superintendent within two hours.

5.2 Alternate Project Foreman. The Contractor shall designate at least one Alternate Project Foreman to act for the Project Foreman with the same authority during absences of the Project Foreman (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Foreman(s) within one week after contract award date. The Contractor shall provide written notice to the Superintendent in advance of any change of Alternate Project Foreman. The Alternate Project Foreman shall be able to understand, speak, read, and write the English language as is necessary for the fulfillment of the terms of the contract.

5.3 Contractor Employee Skills Required. The Contractor's employees performing the services required by this contract shall have specialized training, prior work experience, or the demonstrated technical skills to fulfill the specific requirements of these Specifications and the contract.

5.4 Standards of Conduct for Contractor Personnel. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his employees as necessary. No Contractor employee under the influence of alcohol, drugs, or any other incapacitating agent shall be allowed on the jobsite. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

5.5 Uniforms. All Contractor personnel shall wear uniforms that are clean and neat and free of wrinkles, tears, holes, frayed edges, spots, stains, body odor, and logos or graphics other than company identification patches. All uniforms should identify the name of the Contractor. Uniforms shall be clearly distinguishable from City employee uniforms.

5.6 Traffic Control. The Contractor is responsible for obtaining and implementing all appropriate traffic control plans and equipment.

5.7 Security of Contractor Owned Property. The Contractor shall be responsible for the security of Contractor Owned Property.

5.8 Any damage to private property caused by Contractor shall be immediately reported to the property owner. Contractors shall pay for any damage caused to private property in performing this contract.

6. Other Requirements

6.1 Extra work will not be initiated without written authorization. In emergency situations, a not to exceed price may be submitted by the Contractor via email for review/approval by the City. Contractor is required to respond to emergency situations within a three hour period and will be compensated at an overtime rate. All labor shall be quoted on a "not to exceed" basis and City will only pay for labor actually incurred.

6.2 The Contractor shall establish schedules of "routine work" to be followed in the performance of this contract. A copy of these schedules shall be provided to the Superintendent prior to the performance, and any changes in scheduling shall be reported in writing and subject to the approval of the Superintendent. The schedule shall include areas to be cleaned, days of the week, times and what person/crew will be performing specific work in accordance with the specification. Once the initial schedule of "routine work" is completed, the Contractor shall notify the Superintendent in writing before any changes are made.

6.3 Public Works Superintendent's Authority. The Superintendent or his designee, are the only people authorized to direct changes in any of the requirements under the contract and, notwithstanding any provisions contained elsewhere in the contract, and said authority remains solely with the Superintendent. In the event that the Contractor effects any such changes at the direction of any person other than the Superintendent, the changes will be considered to have been made without authority and solely at the risk of the Contractor.

In addition, the Superintendent shall have the authority to accept/reject materials, workmanship and to make minor changes in work or schedule, not involving extra cost. When the performance of the work or completion per schedule is determined to be sub-standard, he may (1) recommend that all or a portion of payment be withheld, and/or forfeiture for delay be assessed; and/or (2) direct the work be accomplished by either City forces or separate Contractor, in order to complete the necessary work as close to schedule as possible, and withhold the resulting costs. Payment to be withheld shall be deducted from the next monthly payment due.

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