

SPECIFICATIONS

SPECIAL CONDITIONS

SC-01. Requirements.

a. **Scope of Work:** The services to be provided to the City by the Contractor shall consist of the removal of debris from all the streets and public parking lots designated herein. Said debris removal shall be performed by means of a mechanical street sweeping machine which meets or exceeds the minimum requirements set forth herein. The work to be done is located in San Mateo County within the City of Brisbane. The first business/commercial/industrial sweep is expected to occur on March 3, 2021, and the first residential sweep is expected to occur on March 8, 2021. The intent of this contract is to provide for twelve months of street sweeping services, with the City reserving the sole right to extend the contract for up to two additional annual periods.

b. **Debris:** The term “debris” shall mean all material normally picked up by a mechanical sweeper, such as sand, dirt, leaves, grass clippings, paper, cans, and other such materials. Said removal shall also include large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept that can be picked up and put into the sweeper by one person.

c. **Street:** The term “street” shall mean the paved area between the normal curb line of a roadway whether an actual curb line exists or not. It shall not include any ways that would cause damage to the equipment used. It does not include sidewalks or areas adjacent to the roadway.

SC-02. Frequency of Sweeping: The frequency of street sweeping services shall be as set forth in paragraph SC-05 below.

SC-03. Operations: The street sweeping methods and procedures used by the Contractor shall be consistent with the current standards in the industry and shall be subject to the approval of the Director.

SC-04. Laws and Requirements: The Contractor, his agents, and employees shall keep fully informed and comply with all of the laws, rules and regulations of the State of California, County of San Mateo, City of Brisbane, which may in any manner effect those engaged or employed in the work, or the materials used in the work, or which in any such orders and decrees of bodies or tribunals having jurisdiction or authority over the same.

SC-05. Schedules and Routes: Street sweeping routes and schedules shall be as set forth below. The City in its sole discretion may revise said routes and schedule.

SC-06. Hours of Operation: Hours of operation shall be consistent with the street sweeping times set forth above.

SC-07. Sweeping Vehicle Speed: Street-sweeping speed shall not exceed the manufacturer's recommendations for the sweeper and/or the speed for good street practices as determined by the Director. In any event, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations. The City may require the installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping.

SC-08. Environmental Standards: The Contractor shall comply with all State, County, and City laws, ordinances, and regulations governing noise and smog emissions and proper handling and disposal of all sweeping debris. The Contractor shall specifically observe and implement all environmental controls and procedures required by the City's NPDES Stormwater Permit as applicable.

SC-09. Safety: The Contractor shall comply with all State, County, and City safety standards and regulations. The Contractor shall correct all safety defects disclosed by any governmental official within two weeks of notification of said defect.

SC-10. Water: The Contractor shall make arrangements for water for use in street sweeping operations to maintain a near dustless condition and bear all costs for same.

SC-11. Disposal of Debris: City Disposal Site: The Contractor shall dispose of all streets sweeping debris by depositing it at the city's Corporation Yard at 1020 Tunnel Ave. Prior to dumping, coordinate with the City's Superintendent, who will accompany the sweeper to the site, and who will retain the dump tags so that the City will receive NPDES permit credit for debris removed from the streets.

SC-12. Quality of Work Performed: All work performed pursuant to this contract shall be consistent with the standards set forth by the American Public Works Association general street sweeping practices. All streets will be free of litter, sand, gravel, dirt, and vegetation debris. Sweeping with or adjacent to medians will be performed by operating the street sweeper with the flow of traffic and will be cleaned whether curbed medians or painted. The sweeping of all median ends (bull nose) shall be included as a part of the work required to sweep any median designated as a part of the Scope of Work. Intersections and cross gutters will remain generally free of any debris buildup. Contractor will be required to clean any sweeping debris requiring up to three (3) normal sweeping passes. Any debris, whether Contractor generated or created by an "act of God" that is not sweepable must be immediately reported to the Director of Public Works. Contractor will be required to utilize steel "vertical digger" type curb brushes to remove any build up of weed growth in gutters.

SC-13. Equipment

a. General: The type of street sweeping equipment used by the Contractor shall be consistent with the current standards in the industry and shall be subject to the approval of the Director. The Director, at his sole discretion may specify the use of either broom-type or vacuum-type sweeping equipment for the sweeping of all or any designated part of the Brisbane Street Sweeping Area.

b. Quantity: The contractor shall use and maintain no less than the minimum number and type of street sweepers necessary to provide the services specified herein.

c. Condition: All vehicles and equipment used to perform the services provided for herein shall be maintained in good mechanical condition. In addition, the following shall apply:

1. Equipment shall not be more than six (6) years old or verify evidence of remanufacture with a maximum limit of one remanufactured machine not to exceed a total of ten (10) years old;

2. Equipment shall be kept clean at all times;

3. Equipment shall be equipped with dual gutter brooms and a main broom (broom type equipment only) to sweep a minimum of a nine-foot path;

4. Mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when pick-up ability becomes impaired;

5. All sweeping equipment must be accessible from Contractor's facility utilizing a two-way radio or comparable communications equipment to ensure adequate response time to communicated needs; and,

6. Safety devices required on all sweeping equipment shall consist of all California D.M.V. required safety devices, including safety back alarm and rotating/strobe flash warning lights. These devices must be in good working order at all times.

SC-14. Inspection. All equipment shall be subject to inspection by the Director at any time.

SC-15. Reserve. The Contractor shall have available at least one back-up street sweeper to be used in case of equipment failure.

SC-16. Manpower.

a. Qualification: The Contractor shall employ competent and experienced drivers and mechanics for the performance of this contract.

b. Appearance: Drivers and other agents of the Contractor shall be in uniform or other suitable clothing as approved by the Director while providing the services provided for herein.

c. Drivers License: All drivers shall have a valid California Drivers License of the class required for the equipment operated.

d. Reserve: The Contractor shall have available sufficient back-up manpower to perform the services provided for herein.

SC-17. Contract Administration

a. Inspection: All work performed pursuant to this contract is subject to inspection by the Director or his agent. Areas found to be unsatisfactory shall be re-swept. No payment shall be made for such re-sweeping.

b. Verification: At the discretion of the Director, the City may require the installation of special odometers, time clocks or vehicle speed monitors to verify the quality and quantity of the work performed.

c. Complaints: On each day street sweeping services are provided, the Contractor's agent shall be verbally informed of any inquiries/complaints. Said agent shall personally investigate all complaints received; and, within twenty-four (24) hours of the receipt of each complaint, agent shall report to the Director, or his agent, the action taken in response to such complaints. No payment shall be made for any re-sweeping necessary to solve complaints.

d. Monthly Reports: The Contractor shall keep a daily log of streets swept. Said log shall state the name of the streets and the number of curb miles swept. A Monthly Report shall be prepared from the daily logs. Said report shall be submitted to the City with the monthly invoice for sweeping services. Monthly logs shall also include a monthly summary of the amount (by volume and/or weight) of street sweeping debris collected. The City's receipt and approval of the Monthly Report shall be a condition precedent to approval and payment of the Contractor's monthly payment request.

SC-18. Business License: The Contractor shall procure all permits and City business licenses, pay all charges and fees, and give all notices necessary to the due and lawful prosecution of the work.

SC-19. Call-Backs. Whenever, in the opinion of the Director of Public Works, a section of street is inadequately swept, the Contractor shall, within twenty-four (24) hours after notification, re-sweep the section in question and shall forfeit as a penalty Fifty Dollars (\$50) for each curb mile that is inadequately swept.

SC-20. Reporting Requirements for Hazards, Defects, Special Maintenance, Emergency Measures.

a. Contractor shall notify City immediately of any hazardous conditions or defects on, in, or affecting the use of City property that would reasonably be found or become known during the performance of work or operations under this contract. Contractor shall notify City promptly of any specific maintenance items that are known to Contractor and which require correction by City personnel because the same are items not within Contractor's maintenance responsibilities under this contract. When any hazardous condition, defect, or other situation requiring immediate maintenance attention is observed, Contractor shall take reasonable steps to alleviate any immediate hazard, defect, or danger and then, or concurrently, promptly notify the City and any appropriate authorities. In addition, Contractor shall notify the Director of Public Works, or his designee, of the location(s) of any conditions that inhibit the Contractor's street sweeping efforts, including but not limited to:

- vegetative growth extending into the path of the street sweeper;
- vehicles perceived to be in violation of Brisbane Municipal Code regulations prohibiting parking in excess of seventy-two hours

b. The Contractor is notified that parking within the residential portion of Central Brisbane is extremely limited, and the ability of residents to move vehicles on street sweeping days is also limited. During the course of this contract, the City will develop means and methods to notify residents and businesses of street sweeping schedules. The contractor shall consider these difficulties and the fact that cars may be parked on the street during street sweeping operations, and there shall be no additional compensation to the Contractor for these difficulties.

SC-21. Traffic Counters: The Contractor is cautioned that at various times and locations, the City or others may install on a temporary basis, portable traffic counters which utilize a hose placed in the roadway. In the performance of the required street sweeping services, the Contractor shall take care to avoid causing damage to such equipment. If such damage to such equipment is caused by the Contractor's equipment, the Contractor shall bear the cost of restoration, repair, testing or replacement of such traffic counter equipment.

SC-22. Mileage Indicators: All self-propelled sweepers used by the Contractor in the performance of this work shall be equipped at the Contractor's sole expense, with a device which registers accumulated mileage only while the brooms are engaged in sweeping.

SC-23. Holidays and Inclement Weather: When inclement weather, in the opinion of the Director of Public Works, prevents adherence to the regular sweeping schedule, the sweeping areas so affected by the inclement weather shall be swept within the following one week period from the date of the scheduled sweeping, without interruption of the regular sweeping schedule. The Contractor shall perform all extra work required by such inclement weather without additional charge.

As to holidays, when any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, the area shall be swept within two (2) days from the regularly scheduled sweeping day without interruption in the regular sweeping schedule. In the event the Contractor is prevented from completing the sweeping as provided in the schedule because of reasons other than inclement weather, Contractor shall be required to complete the sweeping services so deferred prior to the next regular scheduled date or give the City credit for the curb miles of work not so performed. The Contractor may be required to submit reports as requested by the Director of Public Works concerning sweeping schedules and other related matters.

SC-24. Workmanship.

All work shall be done and completed in a thorough workmanlike manner and shall follow the best modern practice notwithstanding any omission for these specifications.

SC-25. Payroll Records.

The Contractor shall maintain certified payroll records as required by law.

SC-26. Accumulation of Costs for Extra Work.

The accumulation of costs for extra work shall be compiled in accordance with The City's Daily Extra Work Report.

SC-27. Measurement and Payment by Bid Item

a. The contract price (Unit Cost) for each bid item is the per curb mile (for streets) or per occurrence (for parking areas) cost for all work required to be done at that site as described in the Specifications. The City will review the Monthly Report required by paragraph SC-17.d to be submitted with the Contractor's monthly invoice, and will also inspect the sites to confirm that the required work has been completed. Undisputed portions of the monthly invoice will be paid in general accordance with the City's accounts payable cycle.

b. The Estimated Quantity for each bid item is the total quantity estimated for the annual contract.

c. The curb miles estimated by the City include the distance along outside edge of paving on both sides of City streets (whether or not a curb is actually present at the location), the distance along both sides of raised islands in the middle of roadways, and the distance along unpaved medians in the middle of roadways. The actual mileage may vary slightly; however, Contractor agrees to accept the amount of compensation set forth in the Proposal as full satisfaction for the work done hereunder.

d. The parking areas required to be swept under the contract are described as follows:

1. City Hall Parking Lot is located at 50 Park Place. The area to be swept under this contract includes the full paved parking area on the south and west sides of the building and excludes the gated area utilized by the Brisbane Police Department.

2. Shared Use Parking is located at Sierra Point. The area to be swept under this contract includes all of the paved parking areas east of the easterly intersection of Marina Boulevard and Sierra Point Parkway. This includes the parking areas utilized by the Brisbane Marina.

3. Park & Ride lot is located at the southeast intersection of Old County Road/Tunnel Ave. and Bayshore Boulevard.

4. City Corporation Yard at 1020 Tunnel Rd at Lagoon Rd.

SC-28. Claims.

a. A CHANGE ORDER shall mean a document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the work, or an adjustment in the contract price or the contract times, issued on or after the effective date of the agreement.

b. As provided in Article 1.5 of Chapter 1 of Part 3 of Division 2 of the Public Contract Code, claims by the CONTRACTOR shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed with the OWNER promptly, and in no case later than 30 days after the close of the month during which extra cost is claimed to have been incurred. Any claim forwarded to OWNER shall be accompanied by a cover sheet prepared on CONTRACTOR's letterhead which includes the following personal certification of the claim:

I, _____, BEING THE _____ (TITLE)

OF _____ (GENERAL CONTRACTOR),
DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT

SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND OR OTHER SEVERE LEGAL CONSEQUENCES.

This certification must be signed by an officer of the party of the second part of the agreement. Unless so presented, the claim shall be deemed to have been waived.

SC-29. Labor Nondiscrimination.

The Contractor's attention is directed to Section 1735 of the California Labor Code and the requirements therein.