



CITY OF PORT HUENEME
Ventura County, California

**SPECIFICATIONS
FOR
CITYWIDE STREET SWEEPING SERVICES**

SPECIFICATION NO. PW 3502-19/20

August 16, 2019

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SPECIFICATION NO. PW 3502-19/20

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**NOTICE INVITING BIDS
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION NO. PW 3502-19/20**

The City of Port Hueneme is soliciting sealed bids from qualified firms to provide citywide street sweeping services. **Bids shall be submitted to the hands of the City Clerk before 2 pm on Friday, August 30th, 2019** at which time, or shortly thereafter, they will be publicly opened and read. The City Clerk's address is:

Attention: City Clerk
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, California 93041

Work shall be done in accordance with the Specifications entitled: Citywide Street Sweeping Services - Specification No. PW 3502-19/20, a copy of which is on file and open for inspection at the City Clerk's Office. Refer to the Specifications for instructions regarding the submission of bids, and for details concerning the work to be done.

Copies of the Specifications may be downloaded from the City's Website at no cost at: <https://www.ci.port-hueneme.ca.us/>. Copies of the Specifications may also be purchased for a non-refundable fee of \$25 each (\$35 each if mailed). Specifications may be purchased from, and technical questions may be directed to:

Attention: Fred Camarillo (805) 986-6556
City of Port Hueneme – Public Works
700 B. Hueneme Road
Port Hueneme, California 93041

The California Department of Industrial Relations has determined that the work to be done under the Specifications is not a public work and is not subject to State prevailing wage rate provisions. The work to be done is, however, subject to the provisions set forth in the City's Living Wage Ordinance. The City's Living Wage Ordinance (Municipal Code Sections 2561.1 through 2561.10) is available for inspection at the office of the City Clerk, as well as on the internet at <http://www.ci.port-hueneme.ca.us/>.

Although there is no mandatory Disadvantaged Business Enterprise (DBE) participation requirement for the work to be done under the Specifications, the City affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in consideration for award.

Publish two times: August 16, and August 23, 2019

**INSTRUCTIONS TO BIDDERS
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION NO. PW 3502-19/20**

PROPOSAL FORMS

Bids shall be submitted in writing, on the bid forms provided by the City, and must be clear, legible, and complete. Bids shall not be conditional, and shall not contain any interlineations, erasures, alterations of form, or other irregularities of any kind. No oral, telegraphic, or telephonic bid will be considered.

A Bidder's failure to properly sign the required forms may result in rejection of its bid. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designations of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

DELIVERY OF BID

Bids shall be enclosed in a sealed envelope plainly marked on the outside with the following: **"SEALED BID FOR CITYWIDE STREET SWEEPING SERVICES – SPECIFICATION NO. PW 3502-19/20 -- DO NOT OPEN WITH REGULAR MAIL."** Bids may be mailed or delivered by messenger; however, it is the Bidder's responsibility alone to ensure delivery of the bid to the hands of the City Clerk prior to the time stipulated in the Notice Inviting Bids. A late bid will be deemed non-responsive and will not be considered.

WITHDRAWAL OF BIDS

A bid may be withdrawn by a written request signed by the Bidder. Such requests must be delivered to the City Clerk prior to the bid-opening time stipulated in the Notice Inviting Bids. No oral, telegraphic, or telephonic withdrawal will be considered. The withdrawal of the bid will not prejudice the right of the bidder to submit a new Bid, providing there is time to do so.

EXAMINATION OF THE SPECIFICATIONS AND WORK SITE

Bidders shall thoroughly examine the Specifications and shall fully inform themselves of all conditions in and about the work site. Failure of a Bidder to have taken any of the above actions described and acknowledged shall not relieve the Bidder from the responsibility for having properly estimated the difficulty and cost of successfully performing the work to be done.

DISCREPANCIES

Bids shall be submitted for the entire work to be done. All amounts in the Bid Schedule shall be clear, legible, and in the respective spaces provided for that purpose. The amount set forth under the "extended amount" column shall be the product of the unit price bid and the estimated quantity for that bid item. The "total amount bid" shall consist of the sum total of all entries in the "extended amount" column. The "total amount bid" will be used as the basis for bid comparisons.

In the case of discrepancy between the unit price and the extended amount set forth for a bid item, the unit price shall prevail, except as provided as follows:

- If the amount set forth as a unit price is unreadable, unclear, omitted, or is the same as the extended amount entry, then the amount set forth in the extended amount column for the item shall prevail. The extended amount shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
- If the extended amount entered is exactly off by a decimal factor (10, 100, etc.) from the actual product of the unit price entered and the estimated quantity, then the discrepancy will be resolved by using the either the unit price or extended amount entered, whichever most closely approximates percentage-wise the unit price or extended amount in the Engineer's Estimate.

If both the unit price and the extended amount are determined by the City to be not clear or legible, or are omitted, the bid will be deemed irregular and subject to disqualification. If the extended amount for a lump sum item is determined by the City to be not clear or legible, or is omitted, the bid may be deemed irregular and subject to disqualification, unless the project being bid has only a single item and a clear, readable total amount bid is provided.

Symbols such as commas and dollar signs will be ignored and will have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Bidders shall express all figures in dollars and/or decimal fractions of a dollar, and cents symbols will have no significance in establishing any unit price or extended amount.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity, which may occur in a bid. Situations not specifically provided for herein will be decided at the sole discretion of the City, such discretion being exercised in the manner deemed by the City to best protect the public interest in the prompt and economical completion of the Work. The decision of the City respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, will be final.

AWARD OF CONTRACT

The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 60 calendar days; all as may be required to provide for the best interests of the City. The award of contract, if made, will be to the lowest responsive and responsible bidder as determined solely by the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom an award is contemplated.

Bidders are advised that work under these Specifications will be done as a task order to a Blanket Contract for Construction and Maintenance Services (see Appendix A for sample). Although the term of the task order will be written for 3 years with two 1-year options to extend, the City and Contractor will both have the option to terminate the task order at any time, with or without cause.

RESPONSIBLE BIDDER

The City may make investigations it deems necessary to determine the ability of any or all bidders to perform the work to be done under the Specifications. Bidders shall furnish all supplemental information and data for this purpose as the City may request. The City reserves the right to reject a bid if the investigation or evidence of the Bidder fails to satisfy the City that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Specifications. The City's determination in this respect shall be final.

The term "responsible" does not refer to pecuniary ability only; it also includes, but is not limited to the following:

- Having adequate financial resources to perform the work to be done, or the ability to obtain them;
- Being able to comply with the required delivery, duration, and performance schedule;
- Having a satisfactory record of integrity and business ethics;
- Having the necessary organization, experience, accounting, and operational controls;

- Having the necessary production, construction, technical equipment, and facilities to perform the work to be done;
- Having the technical skill, ability, capacity, integrity, performance, experience, lack of claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance and such like;
- Having a satisfactory evidence of performance on municipal street sweeping contracts of comparable size and scope (minimum 5 years preferred);
- Satisfactory responses to references;
- Satisfactory determination of an audited financial statement as of the most current fiscal year end; and
- Satisfactory determination of resumes of the principals of the firm and assigned street sweeper operator(s) and field supervisor.

FAILURE TO ENTER INTO CONTRACT

The successful Bidder shall execute and deliver the required Blanket Contract for Construction and Maintenance Services and insurance policies or endorsements to the City, and shall secure a City Business License, within 21 calendar days after receiving notice of the award of the contract. Failure to comply with these requirements shall subject the Bidder to forfeiture of its bid.

BIDDER UNDERSTANDS AND AGREES

Submission of a bid shall be conclusive evidence that the Bidder understands and agrees with all of the provisions set forth in these Instructions to Bidders. Bidder further understands and agrees that it shall not be entitled any claim for consequential damages resulting from City's determination that the Bidder has not submitted a responsive bid, or is not a responsible bidder, or has forfeited its bid by virtue of a failure to enter into a contract and submit insurance documents within the time specified. Consequential damages include, without limitation, loss of anticipated profit or unabsorbed overhead.

**PROPOSAL
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION NO. PW 3502-19/20**

TO THE CITY OF PORT HUENEME:

Pursuant to the City's Notice Inviting Bids, the undersigned Bidder hereby proposes to furnish all labor, equipment, tools, materials and incidentals to completely and promptly do the work set forth in the Specifications entitled **CITYWIDE STREET SWEEPING SERVICES – SPECIFICATIONS NO. PW 3502-19/20**, for the prices entered in the Bid Schedule.

Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid, with any other bidder or with any competitor.

Bidder agrees that this Bid has been prepared and is submitted at its own proper cost and expense, and certifies that it understands, agrees, and has complied with the provisions set forth in the Instructions to Bidders.

Bidder further agrees that if it is awarded the contract and, after the prescribed forms are presented to it for signature, fails to enter into a written Blanket Contract for Construction and Maintenance Services; or fails to furnish insurance certificates, insurance endorsements, and other instruments; or fails to secure a City of Port Hueneme Business License; all as called for and in the manner designated in, and in strict conformity with, the Specifications; then this Bid and the acceptance thereof may, at the Agency's option, be considered null and void.

Name of Bidder:

Bidder's Address:

Bidder's Phone No.

If the Bidder is an individual, enter the individual's name.

If the Bidder is an individual doing business under a fictitious name, enter the name of the individual followed by the words "doing business as (insert fictitious name)."

If the Bidder is a corporation, enter the legal name of the corporation, and affix the corporate seal.

If the Bidder is a partnership, enter the legal name of the partnership (if one exists).

If the Bidder is a joint venture, the legal name of the joint venture (if one exists).

Note: *Bidder's execution of the signature portion of the "Bidder's Certification" shall constitute an endorsement and certification of all bid forms accompanying this Bid.*

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**BID SCHEDULE
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION NO. PW 3502-19/20**

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE (PER MONTH)	EXTENDED AMOUNT (PER MONTH)
<u>WEEKLY</u>					
1	ALLEY	MILES	3		
2	STREET (CURBS)	CURB MILES	65		
<u>TWICE PER MONTH</u>					
3	ALLEY	MILES	2		
4	STREET (CURBS)	CURB MILES	5		
5	BOLKER PARK LOTS (4)	SF	31,000		
<u>MONTHLY</u>					
6	STREET (MEDIAN ONLY)	CURB MILES	20		
<u>WEEKLY</u>					
7	BEACH PARKING LOT A	SF	80,000		
8	BEACH PARKING LOT B	SF	52,000		
9	BEACH PARKING LOT C	SF	41,000		
10	MORANDA PARK LOT F - SURFSIDE LOT	SF	18,000		
11	MORANDA PARK - MORANDA PKWY LOT	SF	48,000		
12	BUBBLING SPRINGS - PARK AVE -WEST LOT	SF	16,000		
13	BUBBLING SPRINGS - J STREET- EAST LOT	SF	18,000		
<u>MONTHLY</u>					
14	BEACH PARKING LOT E	SF	58,000		
15	CITY HALL PARKING LOT - PEARL ST	SF	15,000		
16	LIBRARY PARKING LOT	SF	23,000		
17	COMMUNITY CENTER PARKING LOT	SF	24,000		
TOTAL AMOUNT BID PER MONTH (IN FIGURES):					=====
TOTAL AMOUNT BID PER MONTH (IN WORDS):					_____

NOTES: BID AMOUNTS SHALL BE EFFECTIVE THROUGH JUNE 30, 2020 AT WHICH TIME THE CPI ADJUSTMENT PER THE SPECIFICATIONS WILL TAKE EFFECT.

**BIDDER'S INFORMATION
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION NO. PW 3502-19/20**

Bidder's Name: _____

Business Address: _____

Place of Business: _____

Telephone: _____

Fax: _____

State Contractor's License No. & Classification(s): _____

Original Date Issued: _____

Expiration Date: _____

Age of Firm: _____

Annual Gross Receipts of Firm (*Check One*): _____ Under \$500,000
_____ \$500,000 to \$1,000,000
_____ \$1,000,000 to \$2,000,000
_____ \$2,000,000 to \$5,000,000
_____ Over \$5,000,000

Is Bidder Certified as a DBE (*Check One*): _____ Yes _____ No

Fill in the following if "Yes"

_____ List DBE Certification No.

_____ List Agency Granting Certification

**DESIGNATION OF SUBCONTRACTORS
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION PW 3502-19/20**

List below the names and locations of the places of business of each subcontractor who will perform work or labor or render service to the prime contractor. If none, so state.

Name: _____

Business Address: _____

Telephone No. _____

Contractor's License No. _____ Class: _____ Expiration Date: _____

Age of Firm: _____

Annual Gross Receipts of Firm (*Check One*): _____ Under \$500,000

_____ \$500,000 to \$1,000,000

_____ \$1,000,000 to \$2,000,000

_____ \$2,000,000 to \$5,000,000

_____ Over \$5,000,000

Is Subcontractor Certified as a DBE (*Check One*): _____ Yes _____ No

Fill in the following if "Yes"

_____ List DBE Certification No.

_____ List Agency Granting Certification

Bid Schedule Item Nos. _____

Dollar Value of Work: _____

Description of Work: _____

(Use a Separate Sheet for Each Subcontractor)

**DESIGNATION OF SUBCONTRACTORS
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION PW 3502-19/20**

List below the names and locations of the places of business of each subcontractor who will perform work or labor or render service to the prime contractor. If none, so state.

Name: _____

Business Address: _____

Telephone No. _____

Contractor's License No. _____ Class: _____ Expiration Date: _____

Age of Firm: _____

Annual Gross Receipts of Firm (*Check One*): _____ Under \$500,000

_____ \$500,000 to \$1,000,000

_____ \$1,000,000 to \$2,000,000

_____ \$2,000,000 to \$5,000,000

_____ Over \$5,000,000

Is Subcontractor Certified as a DBE (*Check One*): _____ Yes _____ No

Fill in the following if "Yes"

_____ List DBE Certification No.

_____ List Agency Granting Certification

Bid Schedule Item Nos. _____

Dollar Value of Work: _____

Description of Work: _____

(Use a Separate Sheet for Each Subcontractor)

REFERENCES
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION NO. PW 3502-19/20

*The following are the names, addresses, and telephone numbers of three **public agencies** for whom the Bidder has performed **similar work** within the past 3 years.*

Name of Agency: _____

Business Address: _____

Project No. and Name: _____

Agency Contact: _____ Telephone No. _____

Description of Work: _____

Dollar Value of Work: _____ Date Completed: _____

Name of Agency: _____

Business Address: _____

Project No. and Name: _____

Agency Contact: _____ Telephone No. _____

Description of Work: _____

Dollar Value of Work: _____ Date Completed: _____

Name of Agency: _____

Business Address: _____

Project No. and Name: _____

Agency Contact: _____ Telephone No. _____

Description of Work: _____

Dollar Value of Work: _____ Date Completed: _____

**BIDDER'S CERTIFICATION
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION NO. PW 3502-19/20**

Addenda: This Bid is submitted with respect to the changes to the Specifications included in the following Bid Addendum(s):

*(Fill in addenda numbers if addenda has been received)
(Insert in this Proposal all Bid Schedule sheets that were received as part of an addenda.)*

I certify under penalty of perjury under the laws of the State of California and the United States of America that:

1. I am legally authorized to submit this Bid on behalf of the Bidder; and
2. The provisions set forth in the Instructions to Bidders including, without limitation, those provisions related to the section entitled "Examination of the Specifications and Work Site" have been fully complied with; and
3. I have reviewed, understand, and agree to the stipulations set forth in the Specifications; and
4. The representations contained in this Bid are true and correct; and
5. Minority business enterprise subcontractors have been afforded a full opportunity to submit bids in response to the Notice Inviting Bids and have not been discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in consideration for subcontract award; and
6. If awarded the contract and, after the prescribed forms are presented for signature, I fail to enter into a written Blanket Contract for Construction and Maintenance Services; or fail to furnish insurance certificates, insurance endorsements, and other instruments; or fail to acquire a City of Port Hueneme Business License; all as called for and in the manner designated in, and in strict conformity with, the Specifications; then this Bid and the acceptance thereof may, at the Agency's option, be considered null and void.

Note: *Bidder's execution of the signature portion below shall constitute an endorsement and certification of this Bidder's Certification and all bid forms accompanying this Bid.*

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

IN WITNESS WHEREOF, Bidder executes and submits this Bid in the names, titles, hands, and seals of all aforementioned principals this _____ day of _____, 20__.

Sign Name

Print Name and Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC. ATTACH ACKNOWLEDGEMENT(S).

IF BIDDER IS A CORPORATION, AFFIX SEAL.

Sign Name

Print Name and Title

**SPECIFICATIONS
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATIONS NO. PW 3502-19/20**

SECTION 1 - GENERAL TERMS AND CONDITIONS

- 1-1 All work shall be performed as a task order pursuant to the provisions set forth in a Blanket Agreement for Construction and Maintenance Services.
- 1-2 The California Department of Industrial Relations has determined that the work to be done under the Specifications is not a public work and is not subject to State prevailing wage rate provisions. The work to be done is, however, subject to the provisions set forth in the City's Living Wage Ordinance (Municipal Code Sections 2561.1 through 2561.10). Payroll records shall be made available at all reasonable hours for inspection by City personnel to ensure compliance.
- 1-3 The Contractor shall continuously protect persons and property from any and all injury or loss arising in connection with the work to be done. The Contractor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.
- 1-4 The Contractor shall obtain and maintain throughout the term of the work done under these Specifications a valid City of Port Hueneme business license.
- 1-5 Except as the City may specify in writing, the Contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of City in any capacity as agents or otherwise, or to bind the City to any obligation whatsoever.
- 1-6 Payment for services performed will be made on a monthly basis, and will normally be made within 45 days of submission to the City of invoices for past services performed. The City may withhold payment for services in dispute or not completed in accordance with Specification requirements.

Payment for services provided through June 30, 2020 will be made at the prices bid. On July 1, 2020 and each July 1 thereafter, prices may be renegotiated; provided however, that the renegotiated price shall in no case be more than the annual Consumer Price Index (CPI) for All Urban Consumers for the preceding year, as determined by the U.S. Department of Labor Bureau of Labor Statistics for the Los Angeles-Anaheim-Riverside area.

SECTION 2 - SPECIFICATIONS

2-1 Staffing

The Contractor shall provide personnel specifically trained and experienced in the work to be performed. Street sweeper operators shall have a minimum of 5 years experience in municipal street sweeping. All sweeping equipment operators shall possess the type and variety of license required under California law applicable to the gross vehicle weight rating of the equipment. The Contractor shall submit, upon request, copies of assigned personnel drivers license and endorsements applicable to California law.

2-2 Supervision

The Contractor shall have a supervisor available to respond to questions or complaints whenever services are being performed under this Specification. The supervisor shall have the authority to act on behalf of Contractor while making the day-to-day decisions required to effectively and efficiently carry out the obligations of the Agreement and the performance of the work. The supervisor must have a minimum of 7 years experience in the management of municipal street sweeping contracts of comparable size and scope.

2-3 Communication

The Contractor and the City shall have direct communication with all street sweeper operators via radio or cellular phone (preferably Nextel with direct connect feature). Pagers are not acceptable. If the street sweeper operator will be equipped with a radio instead of a cellular phone, the Contractor shall supply two radios for City personnel use at no additional cost. The street sweeper operator's direct supervisor must be accessible via cellular telephone, (preferably Nextel with the direct connect feature), for immediate direct communication with the City at all times that work is being done in the City.

2-4 Sweeping Maps and Schedule

Street sweeping activities must take place and be completed on the days and within the times specified in Appendix B - Street Sweeping Maps and Schedules.

The City recognizes the following four holidays that may take place on a scheduled street sweep day:

- New Years Day (January 1st)
- 4th of July
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)

No street sweeping is required to take place when a holiday falls on a scheduled street sweep day, and no alternate day will be assigned in its place.

2-5 Sweeping Method

Sweeping will normally require one pass over an area with the left and/or right gutter brooms, and pickup broom or pickup head in contact with the surface being swept at all times. A minimum width of 8 feet shall be cleaned with each pass of the sweeper as measured from curb face to the centerline of the street. Where debris or other conditions warrant, the Contractor will make additional passes so as to clean the entire street at no additional cost to the City. Cross gutters, turn pockets, painted medians, median "bull noses" and intersections are considered part of the curb mileage and are to be swept along with the curb line on each sweeping route. Sweeping speeds will be maintained to thoroughly clean the streets as conditions warrant. **At no time shall the sweeping speed exceed 6 miles per hour.** Adequate water shall be used at all times to maximize dust control.

Where obstructions impede the sweeping operations (such as rocks, palm fronds, and other objects that can be handled by the sweeper operator and /or field supervisor), the Contractor shall remove these items by hand rather than driving around these items. Items that are too large to be manually put into the sweeper's hopper, such as discarded furniture or other large bulky items or items that obstruct the sweeping route such as tree branches or discarded furniture shall be reported immediately to the City. The Contractor is not required to sweep "unsweepable" debris. The City shall be the sole determiner if an "unsweepable" condition exists.

In areas where drainage is a problem, Contractor shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street as a result of the sweeping operation.

2-6 Weather and Hazardous Conditions

When inclement weather or hazardous conditions such as traffic accidents, flooding, demolition, construction, hazardous spills, natural catastrophes or related incidents interrupt the regular street sweeping schedule, the Contractor will not be paid for the curb miles not swept. Street sweeping operations shall resume as scheduled as soon as weather or conditions permits.

2-7 Equipment

Sweeping equipment used in the performance of work shall be no more than 5 years old. The City will not provide storage facilities for the Contractor's operations. The Contractor shall provide all necessary facilities for the storage of equipment, parts, supplies and equipment maintenance as is required to perform the services under these Specifications. Sufficient back-up equipment must be available and stored within a fifteen minute travel time from the city limit to ensure continuous operation of all scheduled sweeping routes. A list of back-up equipment and its storage address is to be included in the bid submittal.

2-8 Debris Disposal

Debris disposal is the responsibility of the Contractor and shall be included in the prices bid. All debris shall be picked up by the sweeper unit and disposed of at no additional expense to the City. Debris collected shall be hauled directly to an established site within the County for disposal. At no time will debris be permitted to be temporarily stockpiled, including those times when heavy sweeping conditions are encountered.

2-9 Water Usage

Water for sweeping operations will be provided by the City at no cost; however, only City approved devices shall be used when attaching to water sources. Water shall be used during all sweeping operations to eliminate airborne dust. The Contractor shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system. Washing of sweepers on City property or in City road right-of-way is strictly prohibited.

2-10 Cleanliness

Streets and parking lots swept will be thoroughly cleaned to the full satisfaction of the City. Areas inaccessible to the sweeper shall be cleaned using either a vacuum or blower device. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation and any and all other debris that accumulates between scheduled sweeping days.

2-11 Heavy Sweeping Conditions

City has several areas adjacent to the beach that accumulate large amounts of sand, and other areas that adjacent to trees and other vegetation that accumulate large amounts of leaves and pine needles. During periods of high winds, the Contractor shall make arrangements for the removal of these heavy accumulations at no additional cost to the City. The Contractor shall have sufficient personnel and equipment available at all times to meet these peak period demands, including trucks as required for transport of excessive debris to established sites within the County for disposal.

2-12 Non-Conformances and Disputes

Work performed shall be completed in a competent manner according to standard practices of the industry, all as determined solely by the City. The City shall have the right to deduct from any payment due or becoming due, work not performed in accordance with the Specifications, or not performed to the full satisfaction of the City; provided, however, that the City makes a reasonable attempt to contact the assigned supervisor at the time the non-conformance is first made known to the City.

It is the intention that differences between the City and the Contractor that may arise under and by virtue of the work done under these Specifications be brought to the attention of the parties at the earliest possible time in order that such matters may be promptly settled. However, should the City and Contractor fail to agree, then the City shall make the final determination.

2-13 Weekly Blowing Out of Street and Alley Dead-ends

Weekly blowing out of the following streets and alleys dead-ends is included in the scope of this Task Order.

<u>Description</u>	<u>Map Sheet No.</u>	<u>Dead End Quantity</u>
Marina Village Area	3	2
South End of Patterson (at Naval Base)	3	1
Bolker Area	4	2
Ventura Frontage Road	4	1
Triton	4	1
Sycamore (Off Maplewood)	6	1
West End of Pleasant Valley (at Naval Base)	8	1
4th Place	5	6
5th Street (North of Clara)	6	1
Clara Alley (West of J Street)	6	1
Surfside (North of Port Hueneme)	7	1
West End of Port Hueneme (at Port)	8	1
West End of Clara (Port Gate)	8	1
East End of A Street	8	1
East End of C Street	8	1
Total:		17

2-14 Weekly Blowing Out of Inaccessible Areas

Weekly blowing out of the following inaccessible areas is included in the scope of this Task Order.

<u>Description</u>	<u>Map Sheet No.</u>	<u>Inaccessible Area Quantity</u>
Anchor / Victoria Alley (South End)	3	1
Halyard / Hemlock Alley (East End)	3	1
Corvette (West End)	3	1
Triton (North End)	4	1
Pleasant Valley at Naval Base Gate	8	1
Industrial (East End)	7	1
Total:		6

2-15 Reference Map Sheet No. 3:

Weekly sweep of the entire Seaside Drive (curb face-to-curb face) is included in the scope of this Task Order. This includes sweep and/or blowing out of the island perimeter at Hemlock.

2-16 Reference Map Sheet No. 6:

Weekly sweeping of the entire head-in parking area (not just the parking area curb perimeter) on Park Avenue is included in the scope of this Task Order. This includes the blowing out of inaccessible corners, and the moving of interfering trash cans.

2-17 Reference Map Sheet No. 8:

The entire gated segment of Pomona Street south of Scott Street (curb face-to-curb face) shall be cleaned weekly. This includes the cleaning of the inaccessible dead-end perimeter at the south end.

2-18 Sweeping Cul de Sacs, Street Island Perimeters, Street Nose Perimeters, Bridges:

The following items are included in the scope of this task order

- a) Sweeping of cul de sac interiors and local street island perimeters
- b) Sweeping of arterial and local street median nose perimeters
- c) Channel Islands Bridges

2-19 Intersections

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.

Performance of work under these Specifications shall be deemed conclusive evidence that the Contractor understands and agrees with the provisions set forth in this Section 2-12.

**APPENDIX A - BLANKET CONTRACT FOR CONSTRUCTION AND MAINTENANCE SERVICES
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION PW 3502-19/20**



BLANKET CONTRACT NO. (INSERT NO. ASSIGNED BY PW)

FOR CONSTRUCTION AND MAINTENANCE SERVICES

BY AND BETWEEN

THE CITY OF PORT HUENEME

AND

(INSERT FIRM'S COMPLETE NAME)

This Blanket Contract No. (Insert No. Assigned by PW) ("Contract") is entered into by and between the City of Port Hueneme ("City") and (Insert Firm's Complete Name) ("Contractor").

In consideration of the terms and conditions set forth herein, City and Contractor mutually agree as follows:

1. Scope of Services

City requires, from time to time, services related to (Insert type of service, such as: Class A and C-8 branches of contracting as defined in the California Business and Professions Code). Contractor represents that it is qualified, is willing to perform, and agrees to provide said services on a "task order" basis. The scope of work, compensation, and additional terms and conditions (if any) for each task order will be mutually agreed-to at the time a request for services is made. Task orders issued incident to this Contract may be written or verbal, and are intended to govern all work performed for City by or on behalf of Contractor, except specific scopes of work for which a separate written contract has been entered into. No minimum amount of work is guaranteed under this Contract.

2. Definitions

- A. The term "by or on behalf of Contractor" or words of similar import refer to actions by entities and persons (and any and all of them) acting by, or on behalf of, or under the direct or indirect control or direction of, Contractor as respects work performed for City under this Contract. Such persons include, without limitation, Contractor's officers and employees, representatives, subcontractors, apparent agents, independent agents and invitees.
- B. As used in this Agreement and all attachments hereto, the term "City of Port Hueneme" shall mean, jointly and severally, the City of Port Hueneme (a municipal corporation located in the County of Ventura, State of California) and its various authorities and agencies including, without limitation, the City of Port Hueneme Successor Agency, the City of Port Hueneme Housing Authority, the City of Port Hueneme Surplus Property Authority, and the City of Port Hueneme Water Agency.

3. Compensation

- A. Fixed Price: When Contractor is compensated on a fixed price or lump sum basis, such payment shall be full compensation for the work to be provided, including all work appurtenant thereto.
- B. Unit Price: When Contractor is compensated on a unit price basis, such payment shall be full compensation for each unit of work to be provided, including all work appurtenant thereto. Payment will be made for final quantities provided. Estimated or bid quantities shall not govern final payment; however, an adjustment in the unit price of an item may be re-negotiated if the final quantity of an item differs from the estimated or bid quantity for that item by more than 25 percent.

- C. Force Account Basis: When Contractor is compensated on a force account basis, payment shall be in accordance with Section 9-1.03 of the latest edition of the State of California Department of Transportation Standard Specifications. Non-direct labor costs, such as superintendence and clerical, shall be considered as included in the markup, and the aggregate additional markup for subcontract work, regardless of the number of tiers of subcontractors used, shall not exceed 10 percent.

4. Independent Contractor

Contractor is an independent contractor and not an agent or employee of City. As an independent contractor, Contractor shall obtain no rights to retirement, health care, or any other benefits that accrue to City employees. Contractor expressly waives any claim Contractor may have to any such rights. Provisions in this Contract or in a task order that may appear to give City the right to direct Contractor as to the details of the work to be performed, or to exercise a measure of control over the work to be performed, means that Contractor shall follow the direction of City as to the end results of the work only.

5. Assignability

The expertise and experience of Contractor are material considerations for this Contract. Neither party shall assign or transfer any interest or obligations in this Contract without the prior written consent of the other party. Any attempt by either party to assign or transfer any of their respective rights, duties, or obligations under this Contract shall be void.

6. Contractor's Agents

Contractor shall give its personal attention to the fulfillment of this Contract and at all times shall keep all portions of the work under its full and complete control and direction. All persons acting for or on behalf of Contractor shall be considered employees of Contractor, and Contractor agrees to be held responsible for their actions.

7. Work Performance

Unless otherwise specifically specified in a task order, Contractor shall, at its own proper cost and expense, do all work and furnish all materials, equipment, tools, apparatus, facilities, labor, transportation, and incidentals necessary to construct and complete the work assigned. Work shall be done to the full satisfaction of the Agency in accordance with the highest standard prevailing in the trades. Only materials and workmanship of the first quality are to be used. For the purposes of this Section 7 "Work Performance," the highest standard prevailing in the trades shall be one having such regularity of observance in the trades so as to justify an expectation in Contractor's performance of the work done. City inspection will be limited to a general review for conformity to task order requirements, and shall in no way relieve Contractor from its sole responsibility for the work product provided.

8. Compliance with Law

- A. Contractor and all those acting on its behalf shall keep themselves fully informed of all existing and future Federal and State laws, and County and Municipal ordinances and regulations, and orders and decrees of bodies or tribunals having any jurisdiction or authority over same, which in any manner affect those engaged or employed in the work, or the materials used in the work, or the conduct of the work.

- B. Contractor and all those acting on its behalf shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify City against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order, or decree.
- C. Contractor shall comply with all aspects of the current permit issued pursuant to the National Pollutant Discharge Elimination System ("NPDES"), in order to prevent pollution to local waterways. Failure to implement the current permit may result in delays through City-issued Stop Work Notices and/or fines levied against the Contractor.
- D. Not less than the general prevailing rate of per diem wages shall be paid to all workers. Contractor shall adhere to all applicable provisions of the California Labor Code, including but not limited to Sections 1720, 1771, 1774, 1775, and 1776. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the offices of the City Clerk of the City of Port Hueneme. Wage rates may also be obtained from the California Department of Industrial Relations internet web site at <http://www.dir.ca.gov>. A copy of the prevailing rate of per diem wages shall be posted at each job site.

9. Protection of Property

City makes no warranty that it has full legal right to authorize Contractor's entry to various property sites, and Contractor assumes full responsibility thereof. Contractor agrees to secure owner's permission prior to entering said property sites, shall take all reasonable precautions to prevent damage to property (both visible and concealed), and insofar as is practicable, shall restore property to its pre-existing condition prior to completion of each task order.

10. Nondiscrimination

Contractor shall not permit discrimination against or segregation of, any person or group of persons on the basis of age, sex, race, color, religious creed, national origin, ancestry, physical handicap, medical condition or marital status in connection with or related to the performance of this Contract.

11. Unauthorized Aliens

Contractor promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, et seq., as amended, and in connection therewith, promises and agrees not to employ unauthorized aliens. Should Contractor so employ such unauthorized aliens as respects performance of work covered by this Contract, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs incurred by City including, without limitation, attorneys' fees.

12. Indemnification

- A. With the exception that this Section 12 "Indemnification" shall in no event be construed to require indemnification by Contractor to a greater extent than permitted by law, Contractor shall defend, indemnify and save harmless City, including its officers, agents (excluding agents who are design professionals), and employees, and each of them (Indemnitees), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (Claims), arising out of or in connection with Contractor's performance of this Contract for bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the

public, any employees or agents of Contractor, City, or any other contractor; and for damage to property of anyone including loss of use thereof, caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

- B. The above indemnification shall apply regardless of the existence or degree of fault of Indemnitees, except as otherwise provided by law. Contractor shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code Section 2782. Contractor's indemnity obligation shall extend to Claims arising after a task is completed and accepted by City only if the Claims are directly related to alleged acts or omissions of Contractor which occurred during the course of work. No inspection by City will be deemed a waiver by City of full compliance with the requirements of this Section 12 "Indemnification."
- C. With respect to third party claims against Contractor, Contractor waives any and all rights of any type to express or implied indemnity against City, its officers, employees, or agents (excluding agents who are design professionals).
- D. The insurance provisions set forth in Section 13 "Insurance" of this Contract, and approval of said insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the provisions set forth in this Section 12 "Indemnification."
- E. It is expressly understood and agreed that the foregoing provisions shall survive the termination of this Contract.

13. Insurance

A. General Requirements

Contractor shall procure and maintain during the life of this Contract, at its sole cost and expense, and in a form and content satisfactory to the Agency, the insurance set forth in Exhibit A "Insurance Requirements," attached hereto and by this reference incorporated herein. Contractor shall ensure that the provisions set forth in this Section 13 "Insurance" are included in all contracts between Contractor and all those acting on its behalf. Failure of City to monitor compliance with the provisions set forth herein will impose no additional obligations on City, and will in no way act as a waiver of any of City's rights hereunder.

B. Additional Workers' Compensation Requirements

- (1) Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor agrees to comply with Section 3800 of the California Labor Code by securing, paying for, and maintaining in full force and effect coverage for the statutory requirements, as well as the additional coverage and endorsements specified in Exhibit A "Insurance Requirements."
- (2) In the event that Contractor does not employ people, Contractor shall sign a certificate which reads as follows: "I certify that I do not and shall not employ any person in any manner so as to become subject to the workers' compensation laws of California." If after making the certificate, Contractor should become subject to the workers' compensation provisions of the California Labor Code, it shall forthwith comply with the workers' compensation terms and conditions set forth in this Contract.

14. Termination

- A. City or Contractor may terminate this Contract at any time, with or without cause, upon written notice to the other party.
- B. Except where a Faithful Performance Bond or other security instrument has been issued guaranteeing the faithful performance of work, Contractor may terminate this Contract at any time upon written notice to City.
- C. In the event of termination of this contract, compensation for work in progress shall be limited to the percentage or progress completed as of the date of termination.

15. Law to Govern: Venue

The laws of the State of California shall govern this Contract. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura. In the event of litigation in U.S. District Court, exclusive venue shall lie in the Central District of California, in the City of Los Angeles.

16. Waiver

- A. City may waive certain provisions of this Contract as City deems necessary for consistency with an assigned task order(s). Such waivers, when made, will be in writing and will be signed by a person authorized to act on behalf of City.
- B. Waiver by either party to this Contract of a breach of a provision of this Contract, or portion thereof, will not constitute a waiver of any other provision, or portion thereof, set forth in this Contract; nor will it constitute a waiver of a subsequent breach or violation of the same or other provision, or portion thereof, set forth in this Contract. Acceptance by City of work or services by Contractor will not be a waiver of any of the provisions set forth in this Contract.

17. Severability

If a term, condition or covenant of this Contract is declared or determined by a court of competent jurisdiction to be invalid, void or unenforceable, then the remaining provisions of this Contract shall not be affected thereby, and the Contract shall be read and construed without the invalid, void or unenforceable provision(s).

18. Entire Contract

This Contract embodies the entire understanding of the parties to this Contract with respect to the matters addressed in this Contract. This Contract supersedes all blanket Contracts for Contractor services entered into between the parties prior to the execution of this Contract. No addendum to this Contract shall be valid unless in writing duly executed by the parties or their authorized representatives. This Contract was prepared as a result of negotiations between City and Contractor, and shall not be strictly or liberally construed for or against any party as drafter of the Contract.

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

The undersigned, on behalf of Contractor, binds Contractor, its partners, successors, executors, administrators and assigns with respect to the terms and conditions of this Contract.

WITNESS THE EXECUTION of this Contract this _____ day of _____, 20 ____ .
(Date to be entered by City)

FOR CONTRACTOR

Name: (Insert Firm's Complete Name)
Address: (Insert Street Address)
(Insert City, State, Zip Code)
Telephone: (Insert Firm's Phone Number)
Fax: (Insert Firm's Fax Number)
Federal Tax Identification No. (Insert Firm's Federal Tax Id. No.)
City of Port Hueneme Business License No. (Insert Firm's Business License No.)
Contractor License No. and Class: (Insert License No.) Class (Insert Class)

By: _____
(Signature)

(Print Name and Title)

*All signatures must be acknowledged by a Notary Public.
Attach appropriate acknowledgment forms.*

By: _____
(Signature)

(Print Name and Title)

FOR CITY OF PORT HUENEME

By: _____
Rod Butler, City Manager

Attest: _____
Kristy Buxkemper, City Clerk

Approved as to Form: _____
Charles Green, City Attorney

ACKNOWLEDGMENT FORM

State of California)

County of _____)

On _____ before me, _____,
Date Print or Type Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM

State of California)

County of _____)

On _____ before me, _____,
Date Print or Type Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

EXHIBIT A – INSURANCE REQUIREMENTS
BLANKET CONTRACT NO. (INSERT NO. ASSIGNED BY PW)

1. General Requirements

- Unless otherwise requested by the City, Certificates of Insurance and endorsements may be faxed to (805) 986-6660 or emailed to fcamarillo@cityofporthueneme.org, provided that the originals are forwarded to the City within 5 days of acceptance.
- When requested by the City, deliver one original Certificate of Insurance and one original of each endorsement, each with wet signatures (stamped signatures will not be accepted), to the hands of the City within 5 days of request.
- When requested by the City, deliver one certified (wet signature) copy of each insurance policy (including Declarations page) to the hands of the City within 30 days of request.
- Policies shall be issued by responsible insurance carriers admitted to transact insurance in California as set forth in the California Insurance Code and as evidenced by the insurer's possession of a valid Certificate of Authority issued by the California Department of Insurance.

With the exception of Workers' Compensation Insurance, the insurance company shall have an A.M. Best rating of A- or higher and a Financial Class VII or higher, or shall have an equivalent rating established by another recognized rating entity.

- The following evidence of compliance shall accompany certificates of insurance and policy endorsements:
 - Y A California Admitted Surety website printout to its specified dollar limitation; and
 - Y Evidence of the A.M. Best rating or equivalent.
- Exception: At the City's sole discretion, insurance from a non-admitted carrier may be accepted provided that Contractor has made all reasonable attempts to secure insurance from an admitted carrier, and provided that the non-admitted carrier shall have an A.M. Best rating of A- or higher and a Financial Class X or higher.

2. Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01);
- Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (Any Auto); and
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3. Insurance Limits

Coverage and minimum liability limits shall be as follows:

Commercial General Liability (Occurrence Basis)

General Aggregate	\$ 2,000,000
Bodily Injury	\$ 1,000,000
Aggregate Products/Completed Operations	\$ 1,000,000
Property Damage	\$ 1,000,000

Automobile Liability – Any Auto (Code 1)

Combined Single Limit	\$ 1,000,000
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Worker's Compensation and Employers Liability

Statutory Coverage Requirements	
Bodily Injury per Accident per Employee	\$1,000,000
Bodily Injury per Disease per Employee	\$1,000,000
Policy Limit by Disease	\$1,000,000

Note: If Contractor owns no vehicles, the auto liability requirement may be satisfied by a non-owned auto endorsement to the general liability policy.

If Contractor or Contractor's employees will use personal autos in any way in the performance of this Contract, then Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Deductibles and Self-Insured Retention

When requested by the City, deductibles or self-insured retentions shall be declared. The City shall have the right to require the insurer to reduce or eliminate such deductibles or self-insured retention as respects operations for the City; or require the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5. Certificates of Insurance

- The Certificate Holder is:
Attn: Public Works Department
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93041
- Certificates of Insurance shall reflect that the insurer will provide 30-day notice of any cancellation of coverage (10-day notice for non-payment of premium).

Certificates shall be modified to delete all exculpatory wording to the effect that "failure of the insurer to mail written notice of cancellation imposes no obligation."

Certificates shall be modified to delete the words "endeavor to" with regard to the notice provisions.

6. General Requirements for All Endorsements

- Blanket endorsements are not satisfactory to the City and will not be accepted.
- Endorsements that have the endorsement wording written into the policy are not satisfactory to the City and will not be accepted.
- Provide endorsements on the forms indicated. Endorsement coverage provided must be at least as broad as the coverage specified in these Insurance Requirements. Exclude all limiting language.

7. General Liability Insurance Endorsements

- The policy number shall appear on all endorsements.
- The City prefers that endorsements be written on form CG 20 10 11 85 or 88. Endorsements may be written on form CG 20 10 10 01 or on form CG 20 33 10 01 or on another specific insurance company form acceptable to the City, provided that they are accompanied by a form CG 20 37 10 01. Policies that include endorsement forms CG 22 94 10 01 and/or CG 22 95 10 01 are not satisfactory to the City and will not be accepted.
- The following General Liability Insurance endorsements shall be provided:

Additional Insureds: Person(s) or Organization: The City of Port Hueneme, its officers, agents and employees
Description of Operations: All operations by, or on behalf of the Named Insured, as respects work performed for the City of Port Hueneme

(Note: Coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.)

Severability of Interest: Such insurance afforded by this policy for the benefit of the Additional Insureds shall apply as if each of the Additional Insureds were the only insured, and shall apply separately to each Additional Insured against whom claim is made or suit is brought.

Primary Insurance: Such insurance afforded by this policy for the benefit of the Additional Insureds shall be primary as respects each of the Additional Insureds, or if excess/umbrella, shall stand in an unbroken chain of coverage excess of the Named Insured's underlying primary coverage. In either event, insurance or self-insurance maintained by each of the Additional Insureds shall be in excess of the insurance afforded by this policy and shall not be called upon to contribute with it.

Waiver of Subrogation: We waive any right of recovery we may have against the person(s) or organization named in the Schedule because of any payments we make for injury or damage arising out of operations by, or on behalf of the Named Insured, as respects work performed for the City of Port Hueneme.

Notice of Cancellation: Should this policy be cancelled prior to its normal expiration, we will give 30 days advance notice, certified mail return receipt requested, to the Certificate Holder named below. Should this policy not be renewed, we will give 10 days advance notice, certified mail return receipt requested, to the Certificate Holder named below.

Failure to comply with this Notice of Cancellation clause will not affect the coverage provided to the person(s) or organization named in the above Schedule.

Certificate Holder: Attention: Public Works Department
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93041

8. Automobile Liability Insurance Endorsements

- The policy number shall appear on all endorsements
- Endorsements shall be written on form CA 99 09 08 95, form CA 00 01 01 87, form CA 00 01 06 92 or other specific insurance company form acceptable to the City.
- The following Automobile Liability endorsements shall be provided:

Additional Insureds: Person(s) or Organization: The City of Port Hueneme, its officers, agents and employees.

Description of Operations: Conduct of the Additional Insureds or that may be imputed to the Additional Insureds, as respects automobiles owned, leased, hired or borrowed by or on behalf of the Named Insured.

(Note: Coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.)

Severability of Interest: Such insurance afforded by this policy for the benefit of the Additional Insureds shall apply as if each of the Additional Insureds were the only insured, and shall apply separately to each Additional Insured against whom claim is made or suit is brought.

Primary Insurance: Such insurance afforded by this policy for the benefit of the Additional Insureds shall be primary as respects each of the Additional Insureds, or if excess/umbrella, shall stand in an unbroken chain of coverage excess of the Named Insured's underlying primary coverage. In either event, insurance or self-insurance maintained by each of the Additional Insureds shall be in excess of the insurance afforded by this policy and shall not be called upon to contribute with it.

Waiver of Subrogation: We waive any right of recovery we may have against the person(s) or organization named in the Schedule because of any payments we make for injury or damage arising out of operations by, or on behalf of the Named Insured, as respects work performed for the City of Port Hueneme.

Notice of Cancellation: Should this policy be cancelled prior to its normal expiration, we will give 30 days advance notice, certified mail return receipt requested, to the Certificate Holder named below. Should this policy not be renewed, we will give 10 days advance notice, certified mail return receipt requested, to the Certificate Holder named below.

Failure to comply with this Notice of Cancellation clause will not affect the coverage provided to the person(s) or organization named in the above Schedule.

Certificate Holder: Attention: Public Works Department
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93041

9. Endorsements - Workers' Compensation Insurance

- The policy number shall appear on all endorsements.
- Endorsements may be written on an industry standard form or other specific insurance company form acceptable to the City. Certificates of Insurance issued by the State Compensation Insurance Fund must have State Fund Endorsements 2065 and 2570 on them.
- The following Workers' Compensation Insurance endorsements shall be provided:

Schedule: Person(s) or Organization: The City of Port Hueneme, its officers, agents and employees.

Description of Operations: All operations of the Named Insured as respects work performed for the City of Port Hueneme

Waiver of Subrogation: We waive any right of recovery we may have against the person(s) or organization named in the Schedule because of any payments we make for injury or damage arising out of operations by, or on behalf of the Named Insured, as respects work performed for the City of Port Hueneme.

Notice of Cancellation: Should this policy be cancelled prior to its normal expiration, we will give 30 days advance notice, certified mail return receipt requested, to the Certificate Holder named below. Should this policy not be renewed, we will give 10 days advance notice, certified mail return receipt requested, to the Certificate Holder named below.

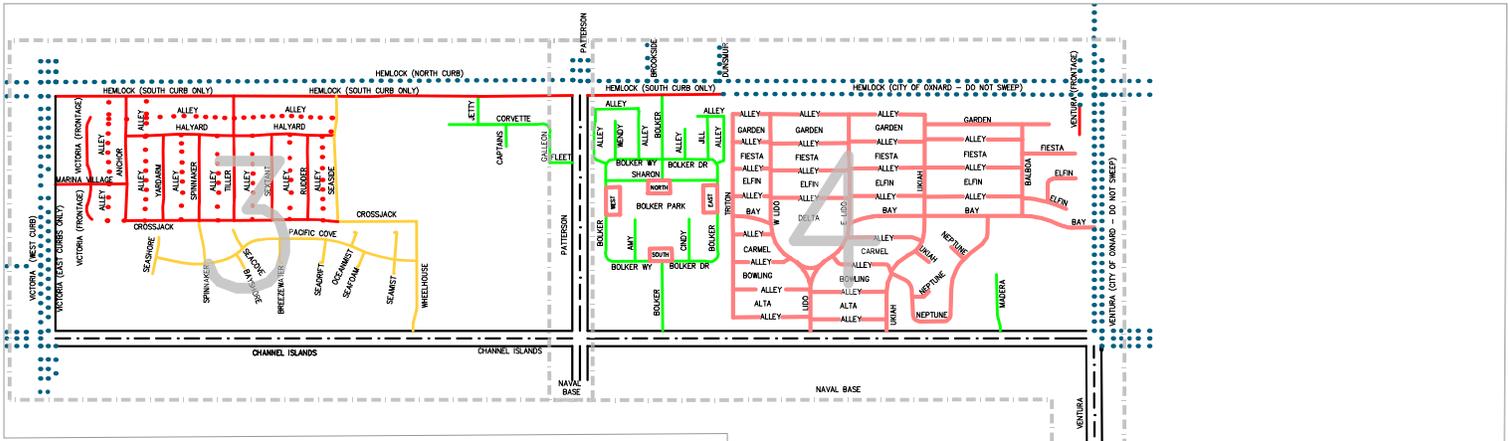
Failure to comply with this Notice of Cancellation clause will not affect the coverage provided to the person(s) or organization named in the above Schedule.

Certificate Holder: Attention: Public Works Department
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93041

**APPENDIX B - STREET SWEEPING MAPS AND SCHEDULE
CITYWIDE STREET SWEEPING SERVICES
SPECIFICATION PW 3502-19/20**

ROUTE LEGEND	
<u>ROUTE A</u>	ARTERIAL CURBS MONDAY 2 TO 6 AM
- - - - - ROUTE B	MEDIAN 2 TO 6 AM (1ST MONDAY OF EACH MONTH)
<u>ROUTE C</u>	MONDAY 5 TO 8 AM
<u>ROUTE D</u>	THURSDAY 9 TO 12 NOON
..... ROUTE E	THURSDAY 8 TO 11 AM
<u>ROUTE F</u>	FRIDAY 8 TO 11 AM
<u>ROUTE G</u>	THURSDAY 10 AM TO 1 PM
<u>ROUTE H</u>	THURSDAY 11 AM TO 2 PM
<u>ROUTE I</u>	THURSDAY 12:30 TO 3 PM
<u>ROUTE J</u>	FRIDAY 8:30 TO 11 AM
<u>ROUTE K</u>	1ST & 3RD FRIDAY 12 NOON TO 3 PM
<u>ROUTE L</u>	FRIDAY 9 AM TO 12 NOON
<u>ROUTE M</u>	FRIDAY 10 AM TO 1 PM
<u>ROUTE N</u>	FRIDAY 11 AM TO 2 PM
..... ROUTE O	2ND & 4TH FRIDAY 11AM TO 2PM
.....	DO NOT SWEEP

NOTE: MAPS MUST BE PRINTED IN COLOR TO DISTINGUISH ROUTES



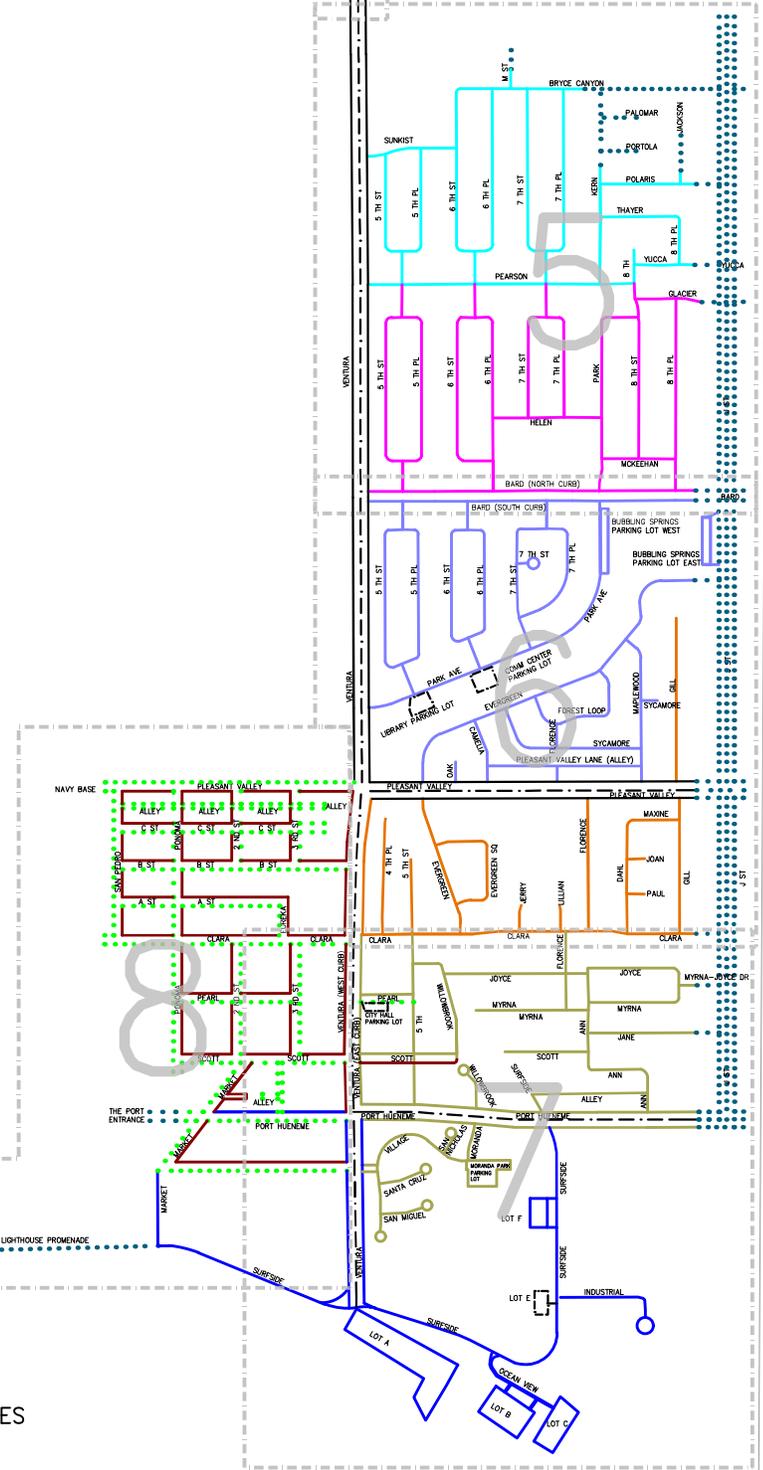
LEGEND

MATCH LINE

8

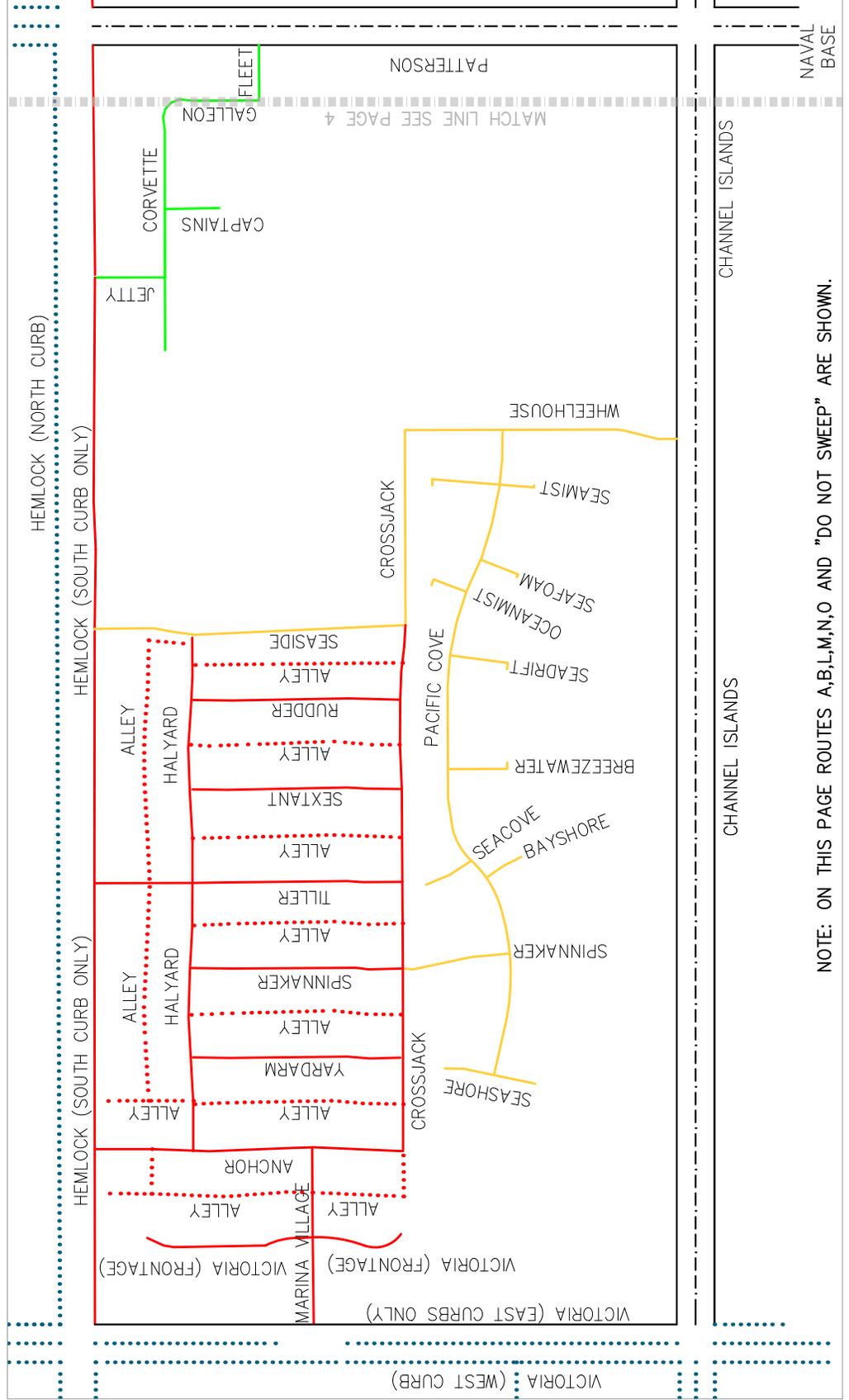
PAGE NUMBER

ROUTE LEGEND	
<u>ROUTE A</u>	ARTERIAL CURBS MONDAY 2 TO 6 AM
<u>ROUTE B</u>	MEDIAN 2 TO 6 AM (1ST MONDAY OF EACH MONTH)
<u>ROUTE C</u>	MONDAY 5 TO 8 AM
<u>ROUTE D</u>	THURSDAY 9 TO 12 NOON
<u>ROUTE E</u>	THURSDAY 8 TO 11 AM
<u>ROUTE F</u>	FRIDAY 8 TO 11 AM
<u>ROUTE G</u>	THURSDAY 10 AM TO 1 PM
<u>ROUTE H</u>	THURSDAY 11 AM TO 2 PM
<u>ROUTE I</u>	THURSDAY 12:30 TO 3 PM
<u>ROUTE J</u>	FRIDAY 8:30 TO 11 AM
<u>ROUTE K</u>	1ST & 3RD FRIDAY 12 NOON TO 3 PM
<u>ROUTE L</u>	FRIDAY 9 AM TO 12 NOON
<u>ROUTE M</u>	FRIDAY 10 AM TO 1 PM
<u>ROUTE N</u>	FRIDAY 11 AM TO 2 PM
<u>ROUTE O</u>	2ND & 4TH FRIDAY 11AM TO 2PM
	DO NOT SWEEP



ROUTE LEGEND	
ROUTE A	ARTERIAL CURBS MONDAY 2 TO 6 AM
ROUTE B	MEDIAN 2 TO 6 AM (1ST MONDAY OF EACH MONTH)
ROUTE C	MONDAY 5 TO 8 AM
ROUTE D	THURSDAY 9 TO 12 NOON
ROUTE E	THURSDAY 8 TO 11 AM
ROUTE F	FRIDAY 8 TO 11 AM
ROUTE G	THURSDAY 10 AM TO 1 PM
ROUTE H	THURSDAY 11 AM TO 2 PM

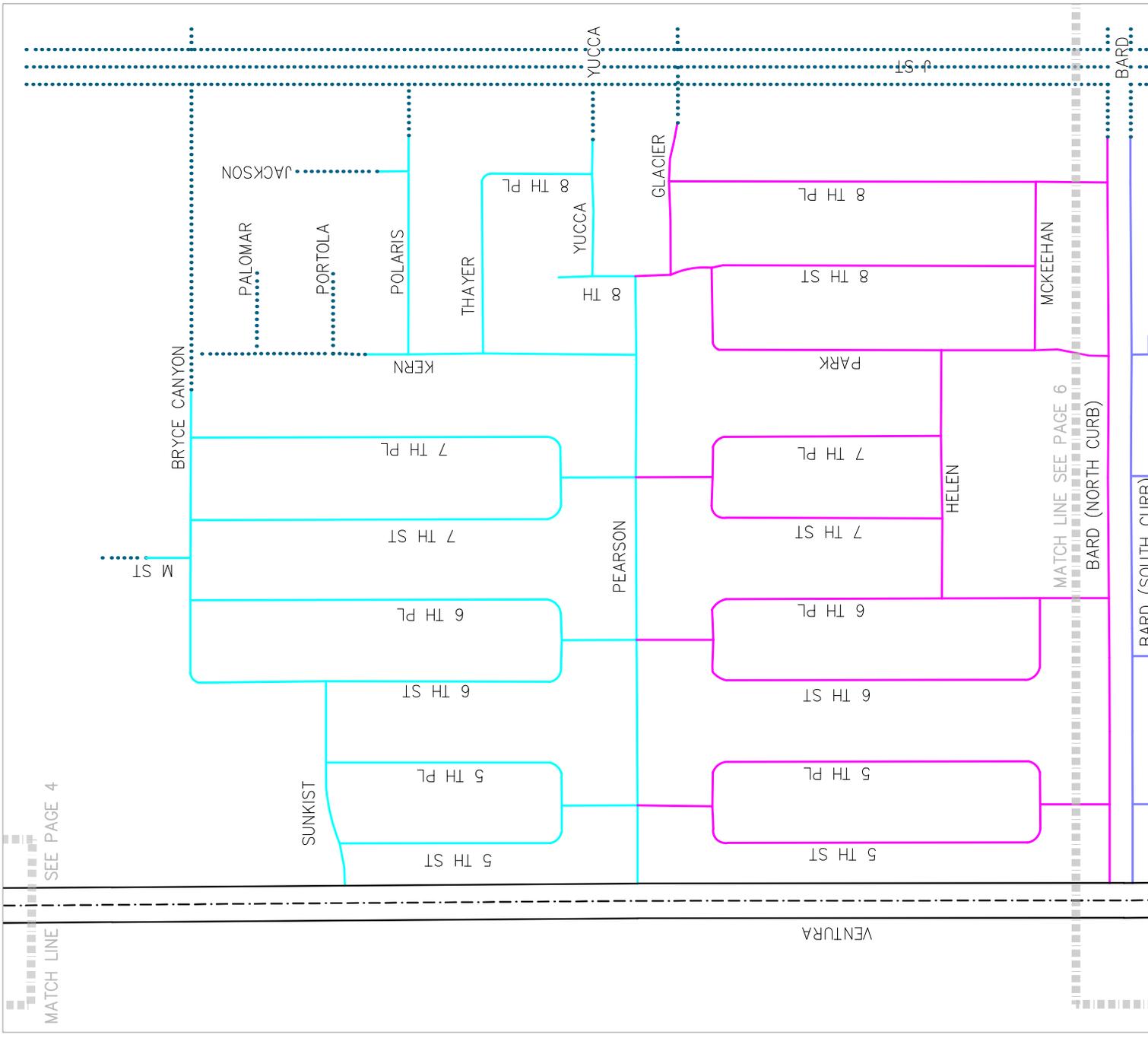
ROUTE I	THURSDAY 12:30 TO 3 PM
ROUTE J	FRIDAY 8:30 TO 11 AM
ROUTE K	1ST & 3RD FRIDAY 12 NOON TO 3 PM
ROUTE L	FRIDAY 9 AM TO 12 NOON
ROUTE M	FRIDAY 10 AM TO 1 PM
ROUTE N	FRIDAY 11 AM TO 2 PM
ROUTE O	2ND & 4TH FRIDAY 11AM TO 2PM
	DO NOT SWEEP



NOTE: ON THIS PAGE ROUTES A,B,L,M,N,O AND "DO NOT SWEEP" ARE SHOWN.

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ROUTE O	2ND & 4TH FRIDAY 11AM TO 2PM
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NOTE: ON THIS PAGE ROUTES A,B,H,I,J AND "DO NOT SWEEP" ARE SHOWN



SEE PAGE 4

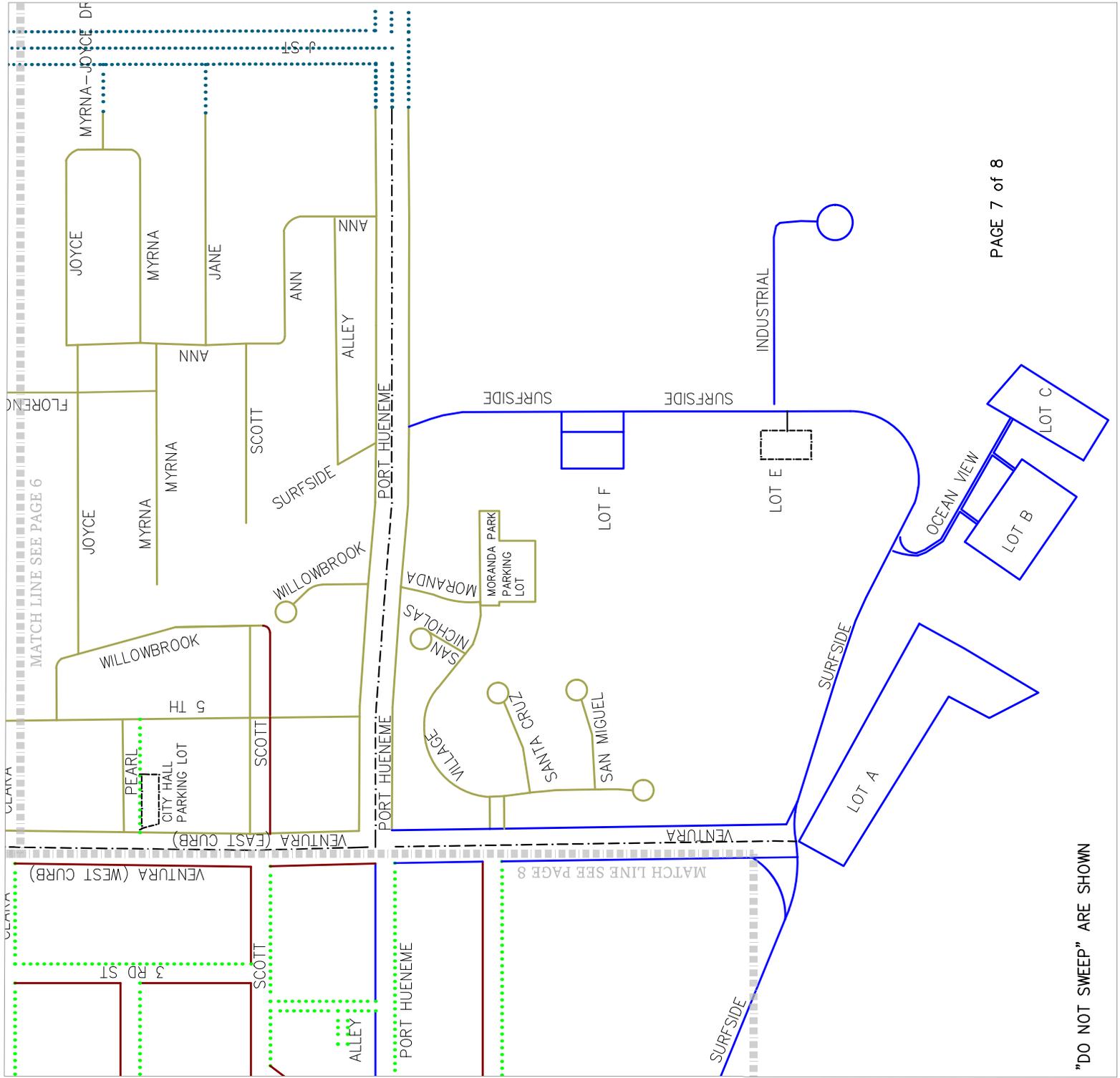
MATCH LINE

VENTURA

MATCH LINE SEE PAGE 6

BARD (SOUTH CURB)

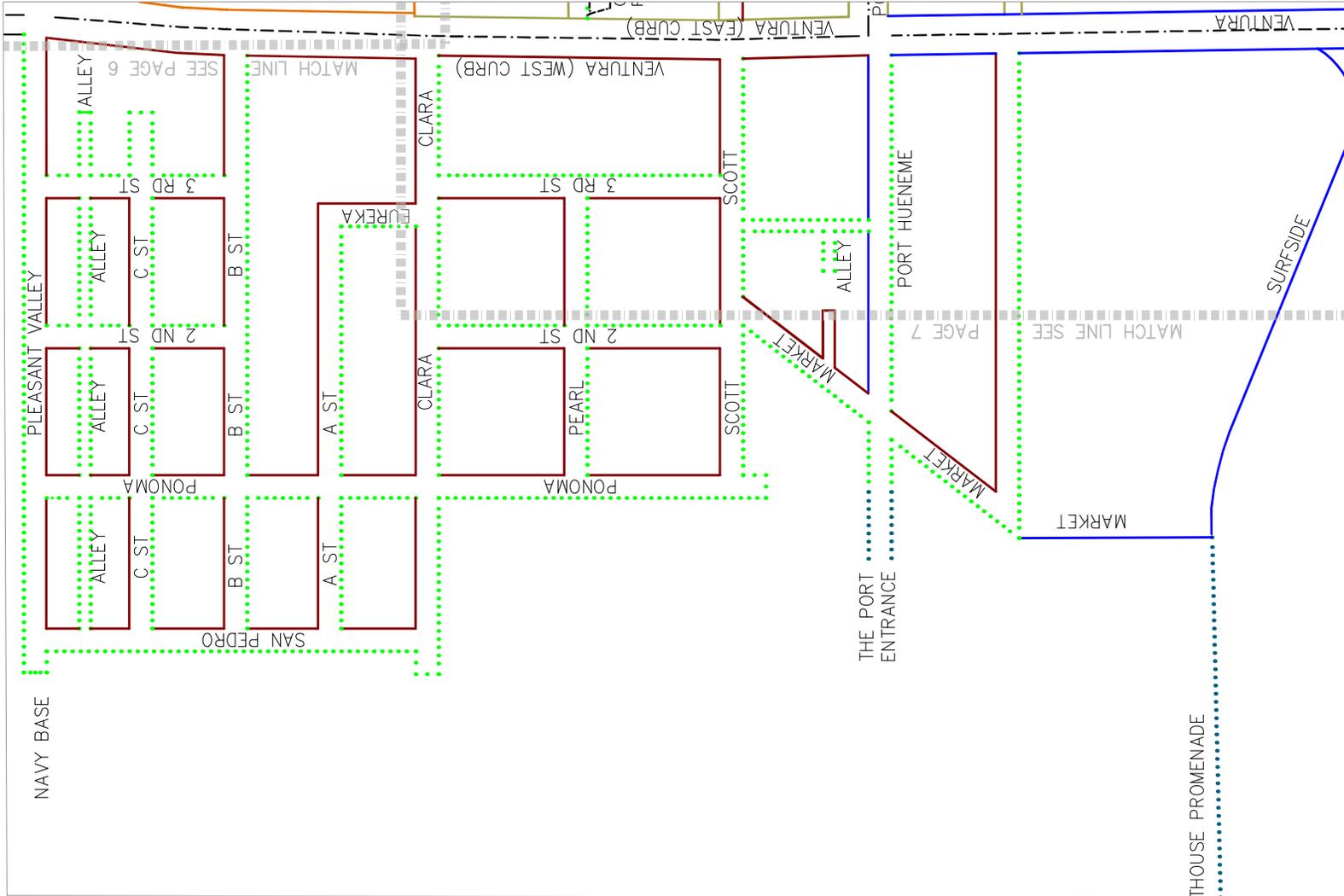
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Lighthouse Promenade

Lighthouse Promenade