



INVITATION FOR BID

CITY OF SANTA ANA

RFQ DATE:	7-19-10
BID NO:	10-028
BID DUE:	8-2-10, 2:00 PM

PURCHASING DIVISION M-16
20 CIVIC CENTER PLAZA, RM. 429
SANTA ANA, CALIFORNIA 92701

BUYER: Bruce Perret
 (714) 647-5469

INSTRUCTIONS

1. Bid must be on this form.
2. Bid each item separately.
3. Read the instruction, terms and conditions.
4. Direct correspondence / inquiries to the Buyer.
5. Bid the lowest net price, F.O.B. destination, site emplaced.
6. Bids due at other than 5:00pm will be opened at or immediately following the due time.

Note:
 The successful bidder must comply with S.A.M.C., Chapter 21 regarding payment of Business License Tax.

PAYMENT TERMS _____
DELIVERY _____ <small>(Calendar days after receipt of order)</small>

REQUIREMENTS AND SPECIFICATIONS:

ANNUAL WEED & DEBRIS REMOVAL CONTRACT

The City of Santa Ana is soliciting bids from qualified contractors in order to establish a contract for weed and debris removal at various locations citywide from the date of contract award through June 30, 2011, with three one-year renewal options. The contractor shall provide all labor, equipment and materials necessary to perform work in accordance with the specifications and provisions herein. All questions regarding this specification must be submitted in writing to the Buyer. Fax all questions to 714-647-6944, attention Bruce M. Perret or e-mail to bperret@santa-ana.org. A written response will be provided.

As a condition of this contract, the contractor shall obtain and maintain throughout the term of the contract insurance as described below. A certificate of insurance naming the City of Santa Ana as an additional insured shall be provided to the Buyer before the award:

- General Liability - \$1,000,000 each occurrence
- Workers Compensation – Within limits required by the State of California
- Automobile Insurance - \$1,000,000 combined single limit

Bid Bond and Payment/Performance Bonds are required. Each bid shall be accompanied by cash, a cashier's or certified check payable to the City of Santa Ana or a bid bond issued by a corporate surety for an amount not less than (10%) of the aggregate of the bid as a guarantee that the bidder will enter into the proposed contract if awarded to them. Bids submitted without the above will not be considered.

Total Cost From Pages 1 & 2 : \$ _____

Bids shall be enclosed in a sealed envelope plainly marked "SEALED BID FOR IFB 10-028 – DO NOT OPEN WITH REGULAR MAIL". Do not fax.

- "Time Certain": Bid must be received ONLY in the Purchasing Division Office, 4th floor, room 429 prior to BID DUE time. Bids are acceptable if mailed using the U.S. Postal Service or any courier. Any submittal using the night depository WILL NOT BE ACCEPTED.
- Unsigned bids and rubber-stamped signatures MAY BE CONSIDERED NONRESPONSIVE. All original bids MUST BE SUBMITTED IN INK, returned in the enclosed envelope, and contain no correction fluid, tape, or like application.

Council Action **BIDDER'S STATEMENT:** I have read, understand, and agree to the terms and conditions on all pages of this Invitation For Bid. Upon request, I will transfer and deliver goods to the City in accordance with said terms and conditions.

Taxpayer I.D. No.: _____

 Complete Legal Name of Company Phone No. FAX No.

City Clerk

 Business Address Street City/ State Zip Code

X

 Signature of Authorized Agent – Title Printed Name

BID INSTRUCTIONS

1. **ALTERNATIVES:** Any changes or alternatives must be set forth in a letter attached to this bid. The City has the option of accepting or rejecting any alternative bid. Brand names, if any, are given for quality control only. Bids on "equals" are encouraged, however, the bidder must give evidence of equal utility and quality.
2. **REJECTION:** The City reserves the right to reject any or all bids and to waive any informality in any bid.
3. **PERIOD OF ACCEPTANCE:** Unless otherwise stated, bids shall be subject to acceptance by the City for a period of ninety (90) calendar days following the opening of bids.
4. **SAMPLES:** When required, bidder shall furnish samples of items free of expense to the City, and if not destroyed by test may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
5. **TAX:** The City is exempt from Federal Excise Tax. Bidder shall show as a separate item California State Sales and/or Use Tax.
6. **ALL OR NONE BIDS:** The City reserves the right to make an award based on partial items unless the bid submitted by the bidder is marked "ALL OR NONE."
7. **BONDS:** When deemed necessary by the City, Bid Bonds shall be furnished by all bidders in the amount of at least 10% of the bid, to guarantee that bidders will enter into contract to furnish goods at prices stated. Likewise, a Performance Bond shall be required of the successful bidder when stated in the Specification. (Cash deposit, Certified or Cashier's check or Money Order may be submitted in lieu of either Bond).
8. **TERMS OF PAYMENT:** Payment terms will be considered "NET 30 days" unless a cash discount is offered for earlier payment. Cash discounts may be considered in evaluating the bid price.
***Note: The City is unable to process discounts with terms for less than 20 days.**
9. **PROHIBITED INTEREST:** Bidder agrees it shall disclose to the City in writing any financial interest, direct or indirect, in Bidder's business or in this transaction held by any City Council member or any City officer or employee. City reserves the right to refuse any bid if City determines a conflict of interest exists. A conflict of interest may be determined to exist in any instance where the City officer or employee participates in or influences any decision-making process affecting a bid or contract in any way whatsoever.
10. **LOCAL VENDOR PREFERENCE:** For bid evaluation purposes, a 1% preference will be applied to all bids for taxable goods submitted by vendors located within the City limits of Santa Ana.

GENERAL TERMS AND CONDITIONS OF THIS BID AND ANY RESULTING CONTRACT

1. **PAYMENT:** Payment by City will be processed within thirty (30) days following receipt of proper invoice evidencing work performed and subject to City accounting procedures. No additional charge will be paid by the City unless expressly included and itemized herein.
2. **DELIVERY:** Time of delivery, as shown herein, must be adhered to. All goods shall be shipped F.O.B. destination designated by the City. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage. All transportation charges to be prepaid by Vendor.
3. **LATE DELIVERY ASSESSMENT:** The Vendor agrees to pay late-delivery assessment for any delay in delivery (except those beyond its reasonable control) beyond the date agreed to and shown in the purchase order or contract in an amount equal to the expenses incurred by the City due to the delay, including but not limited to expenses such as rental of like equipment to fulfill the need while awaiting late delivery, added cost of manpower or other resources, or other costs as can be shown to have resulted from delaying receipt of the ordered goods or services. The penalty will be deducted from the amount due to the Vendor under the purchase order or contract.
4. **INSPECTION:** City shall be under no obligation to unpack or inspect the products and/or service. The Vendor shall be responsible for the consequences of negligent manufacture and packing, and for the consequences of negligent handling prior to point where City assumes ownership. The expense of subsequent tests due to failure of goods first offered will be charged against the Vendor.
5. **GENERAL GUARANTEE:** The Vendor guarantees that a) Vendor owns all rights, title and interest in the products and services and has the legal authority to sell, license or otherwise transfer the right to use to the City; b) the

products and services are free from defects in material and workmanship for a minimum period of one (1) year from the date of acceptance by the City, unless otherwise stated as part of the bid; and c) Vendor shall repair or replace all such defective goods F.O.B. destination

6. **NONDISCRIMINATION:** Vendor agrees that the "Certification of Nondiscrimination by Contractors" attached and executed by Vendor or on file with the City, is specifically made a part of the bid by this reference.
7. **INDEMNIFICATION:** The Vendor guarantees and agrees to indemnify, defend and hold harmless the City against any or all loss, liability damages, demands, claims or costs alleged by third parties arising out of Vendor's performance. This includes defective material and products, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, state or federal codes, ordinances, orders or statutes including, but not limited to, the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. This guarantee is in addition to and not intended as a limitation on any other warranty, expressed or implied.
8. **TERMINATION:** The City reserves the right to terminate the order or delay delivery or acceptance of any products and/or services ordered resulting from this bid without penalty upon thirty (30) days written notice to the Vendor.
9. **ASSIGNMENT:** Vendor may not assign, transfer, delegate, or subcontract any right, obligation, performance herein without the prior written consent of the City's Purchasing Manager and any such assignment, transfer, delegation or subcontract without the Purchasing Manager's prior written consent shall be considered null and void.
10. **DEFAULT:** In case of default by the Vendor of any of the conditions of this bid or contract resulting from this bid, the Vendor agrees that the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess costs so paid plus reasonable administrative costs. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
11. **LAW AND JURISDICTION:** The validity, performance and construction of this order shall be governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
12. **ADDITIONAL TERMS:** No additional term specified in the bid shall be part of the contract unless affirmatively accepted by the City in writing.

TOTAL QUALITY SERVICE

The City of Santa Ana is committed to the principles of Total Quality Service (TQS) in serving its customers. All aspects of the City's service are affected including our commitment to making **on time payment** for material and services received.

Since vendors, who provide services and/or material to the City are indirectly serving the same customers, it is important for the City to expect vendors to share the same commitment to quality including **price, delivery and product quality, as well as timely response and service quality.**

Therefore, prepare a statement of your "quality commitment" to accompany your bid. The statement should address the following five items in regard to services and/or material provided to the City for your quoted price:

1. **ON-TIME DELIVERY:** a commitment to delivering material & services on or before the promised time.
2. **TIMELY RESPONSE:** a commitment to consistent timely response to all service requests.
3. **QUALITY AS SPECIFIED:** a commitment to provide products and/or service meeting or exceeding the specification at your **quoted price.**
4. **QUALITY CONTROL:** a commitment to use methods or procedures to assure quality control of service, material and invoicing.
5. **CUSTOMER SATISFACTION:** a commitment to resolve customer concerns regarding the quality of service or material supplied.

The quality statement should be included with your bid. **It is required as a prerequisite to making your bid responsive and therefore must be submitted before your bid is evaluated.** To the extent that your statement enhance the quality of service or material provided to the City, your statement will be incorporated in the terms and conditions of the contract.

Please Complete This Self-Rating of Delivery (complete) Performance:					
Circle One:	on time	←—————→			late
Previous Orders:	5	4	3	2	1
Service Response Performance:	5	4	3	2	1
Order for items on this bid:	5	4	3	2	1

Write your statement below or on an enclosed separate sheet.

Signed: _____

Date: _____

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City Of Santa-Ana, the Firm listed below certifies that it will not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition; that it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

WE AGREE SPECIFICALLY:

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

FIRM _____

TITLE OF PERSON SIGNING _____

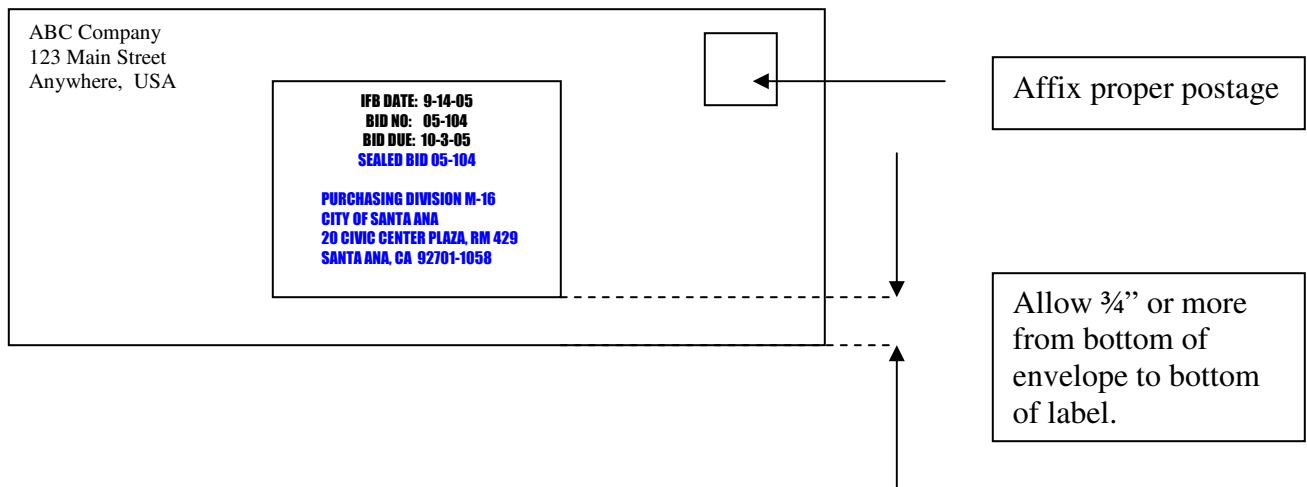
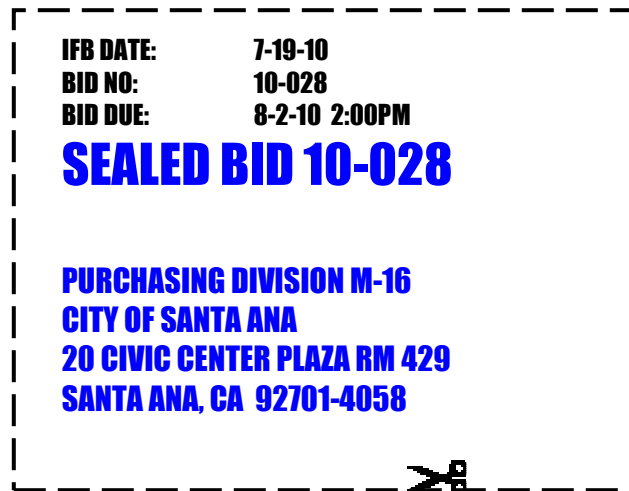
SIGNATURE _____ **DATE** _____

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

If you did not receive a pre-printed return envelope with this Invitation For Bid, cut out and securely affix the address label provided below to your bid response envelope to ensure your bid is correctly routed.

IMPORTANT:

1. The label must be attached with clear tape on the sides and top ONLY.
2. The label must be attached at least 3/4" from the bottom of the envelope.
3. Use a standard business size #10 envelope.



BID NUMBER:
10-028

BID DUE: **(B)**
8-2-10 2:00 PM

“NO BID” NOTIFICATION

If you do not intend to submit a bid at this time, please complete the following and return this page only.

- We do not offer this commodity / service.
- Other commitments preclude our participation at this time.
- The scope of work is beyond our current capacity.
- Bid requirement too small for our company.
- Cannot meet delivery / completion requirements.
- Prior experience with City of Santa Ana contracts was unprofitable or otherwise unsatisfactory. (Please explain in additional comments section)
- Unable to bid competitively.
- Bonding / Insurance requirements are prohibitive. (Please explain in additional comments section)
- Insufficient time allowed to prepare and respond to bid request.
- The specifications are either unclear or too restrictive. (Please explain in additional comments section)
- Profit margin on municipal bids too low.
- Remove our name from the City’s List of Bidders for this commodity.

Additional comments: _____

Company Name _____

Mailing Address _____

Authorized Name & Title _____
Please print and sign name

Phone Number _____

Fax Number _____

**CITY OF SANTA ANA
ANNUAL WEED AND DEBRIS REMOVAL
FISCAL YEAR 2010-2011**

PROPOSAL & CONTRACT AGREEMENT

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: _____

REQUIREMENT: ANNUAL WEED AND DEBRIS REMOVAL

The undersigned declares that he/she has carefully examined the specification, and read the accompanying instruction to bidders, and hereby proposes to do all the work required to complete the said work in accordance with said specifications and special provisions for the unit price(s) or lump sum(s) set forth in the following schedule:

Please Note: Except for Section III, Item 1, Miscellaneous Hand Work (see Special Provisions, Item K-4, Page 5), the standard unit of measurement for work to be completed is lot size. The volume of weeds and debris removed from individual lots is addressed in contractor's hauling cubic yards unit price. (Section III, Item 2). In no other way shall the contractor be compensated for amount of weeds and debris removed from the lot.

Bid No:	Item	Unit	Quantity	Unit Price	Total
<u>SECTION I</u> – Abate Weeds on lots by Discing or tractor mower incl. edging & misc. hand labor					
1.	3,001 Sq. Ft. to 6,000 Sq. Ft.	Lot	22	_____	_____
2.	6,001 Sq. Ft. to 9,000 Sq. Ft.	Lot	19	_____	_____
3.	9,001 Sq. Ft. to 12,000 Sq. Ft.	Lot	13	_____	_____
4.	12,001 Sq. Ft. to 24,000 Sq. Ft.	Lot	40	_____	_____
5.	24,000 Sq. Ft. to 1 Acre	Lot	17	_____	_____
6.	One (1) Acre to 2 Acres	Lot	11	_____	_____
7.	Two (2) Acres to 3 Acres	Lot	2	_____	_____
8.	Each additional Acre past 3 Acres	Lot	1	_____	_____

Bid No:	Item	Unit	Quantity	Unit Price	Total
<u>SECTION II</u> – Abate weeds on lot by hand mowing, incl. edging and hand labor.					
9.	3,000 Sq. Ft. or less	Lot	1	_____	_____
10.	3,001 Sq. Ft. to 6,000 Sq. Ft.	Lot	39	_____	_____
11.	6,001 Sq. Ft. to 9,000 Sq. Ft.	Lot	95	_____	_____
12.	9,001 Sq. Ft. to 12,000 Sq. Ft.	Lot	12	_____	_____
13.	12,001 Sq. Ft. to 24,000 Sq. Ft.	Lot	6	_____	_____
14.	24,001 Sq. Ft to 1 Acre	Lot	1	_____	_____
15.	One (1) Acre to Two (2) Acres	Lot	2	_____	_____

SECTION III

REFERENCED BID ITEMS

1.	Miscellaneous Hand Work	Sq. Ft.	1,505,000	_____	_____
2.	Trimming of Bushes and Tress	Cu. Ft.	450,000	_____	_____
3.	Removal & Hauling of Rubbish and Garbage From Lots to Disposal Site Except Items designated in Line #4:				
	a. 1 to 20 cubic yards	Cu. Yd.	1050	_____	_____
	b. 21 cubic yards and above	Cu. Yd.	4300	_____	_____
4.	Removal and Hauling of Concrete, Asphalt, Blocks, Bricks, Rock and/or Dirt.	Cu. Yd.	400	_____	_____

TOTAL COST FROM PAGES 1 AND 2 _____

ANNUAL WEED AND DEBRIS REMOVAL

BIDDER FIRM _____

ADDRESS _____

TELEPHONE _____ FAX _____

NOTE: THE CITY RESERVES THE RIGHT TO DELETE ONE OR MORE OF THE BID ITEMS. QUANTITIES LISTED ABOVE ARE FOR CALCULATING TOTAL BID FOR COMPARISON ONLY, AND MAY VARY FROM THE FINAL FIELD QUANTITIES. TO BE INCLUDED IN BID PACKAGE

**CITY OF SANTA ANA
ANNUAL WEED AND DEBRIS REMOVAL
FISCAL YEAR 2010-2011**

PROPOSAL AND CONTRACT AGREEMENT

EQUIPMENT LISTING

List below all equipment available should you receive a contract from the City of Santa Ana.

TRACTORS:

Number	Make	Model	Hydraulic Controls (Yes/No)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DISCS:

Number	Width	Disc Diameter	Double/Single Throw
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MOWERS:

Number	Width of Cut	Hand or Tractor Mower
_____	_____	_____
_____	_____	_____
_____	_____	_____

TRUCKS:

Number	Width	Disc Diameter	Double/Single Throw
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CITY OF SANTA ANA
ANNUAL WEED AND DEBRIS REMOVAL
FISCAL YEAR 2010-2011**

PROPOSAL AND CONTRACT AGREEMENT

EQUIPMENT LISTING

List below all equipment available should you receive a contract from the City of Santa Ana.

HALF CUBIC YARD LOADER:

Number	Make	Model	Hydraulic Controls (Yes/No)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

GAS POWERED WEEDEATER:

Number	Make
_____	_____
_____	_____
_____	_____

GAS POWERED HEDGE TRIMMER:

Number	Make
_____	_____
_____	_____
_____	_____

GAS POWERED BLOWER:

Number	Make
_____	_____
_____	_____
_____	_____

GAS POWERED CHAIN SAW:

Number	Make
_____	_____
_____	_____
_____	_____

OTHER EQUIPMENT:

TO BE INCLUDED IN BID PACKAGE

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ANNUAL WEED AND DEBRIS REMOVAL CONTRACT
SPECIFICATIONS

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INSTRUCTIONS TO BIDDERS ON EXECUTING PROPOSAL AND CONTRACT DOCUMENTS

PROPOSAL:

The proposal shall be correctly executed and submitted in accordance with the Notice Inviting Bids. The Proposal shall contain the legal name and address of the BIDDER and any SUBCONTRACTORS to be used. If the BIDDER is a corporation, it is important to state the appropriate officers. The Proposal shall be made a part of the entire contract, and accuracy is essential.

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR

ANNUAL WEED AND DEBRIS REMOVAL CONTRACT

IN THE CITY OF SANTA ANA – DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed, with return address, or delivered by messenger. However, it is the BIDDER'S own responsibility to ensure delivery of the proposal to the office of the Purchasing Division prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered.

CONTRACT AGREEMENT

The contract agreement is included in the project contract documents. The contract agreement is to be completed and signed by the BIDDER and returned, with the proposal, to the City of Santa Ana c/o Purchasing Division. BIDDER is to place the complete and correct business name in the appropriate location. After a careful reading and understanding of the terms and conditions of the contract, the BIDDER shall sign the document using the legal firm name, business address and telephone number, and designate the type of business involved.

ACCEPTANCE AND NOTIFICATION

Upon award of contract by the City Council, the successful BIDDER will be notified of award and requested to furnish appropriate bonds and insurance certificates. Bonds and certificate of liability insurance shall be submitted to the AGENCY within ten (10) days after notice of award. After the AGENCY receives and approves bonds and certificates of liability insurance, the AGENCY will send to the successful bidder a copy of the fully executed Contract Agreement.

WITHDRAW OF PROPOSAL

A proposal may be withdrawn with a written request signed by the BIDDER. Such requests must be delivered to the AGENCY'S Administrative Services Manager prior to the bid opening hour stipulated in the Notice Inviting Bids.

Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the BIDDER to submit a new proposal, providing there is time to do so, or to submit a new proposal for rebidding the same project.

PRIOR TO BID

The BIDDER shall be held to have examined the Specifications, and fully informed himself as to all existing conditions and limitations involved in the work. The BIDDER shall have included in the contract price a sufficient sum to cover all items, either labor or materials, that are required or implied for a complete project as described in the Specifications and other contract documents.

REVIEW OF BIDS

The AGENCY will check all bid item extensions and totals on all bids submitted. In case of a discrepancy between the correct product of the unit prices multiplied by the quantity and the product entered by the BIDDER, the correct product shall prevail. In case of a discrepancy between the correct sum of the individual items and the total entered by the BIDDER, the correct sum shall prevail. If a unit price is not legible or is missing, the total amount for that contract item shall be divided by the quantity to arrive at the unit price bid. If both the unit price and the total amount of the contract item are left blank or are illegible, the entire bid shall be rejected.

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the BIDDERS, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.

LABOR DISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, as added by Chapter 643, Statutes of 1939, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons except as provided in Section 1420, and every contractor for Public Works violating this Section is subject to all penalties imposed for a violation of the Chapter. A copy of the Certification of Nondiscrimination by Contractors, as provided with this Specification, shall be executed by BIDDER and submitted with his/her Proposal and Contract.

LICENSE REQUIREMENTS

Each prime contractor and subcontractor shall obtain and pay for a Santa Ana Business License. Detailed information concerning business license may be obtained from the Finance and Management Services Agency, (714) 647-5447, City Hall.

CONTRACT PERFORMANCE BOND

This section shall conform to Subsection 2-4 of the Standard Specifications for Public Works Construction and these Special Provisions. The successful offeror must supply a performance bond not less than 100 - percent of the contract price prior to execution of the contract.

Failure to file acceptable bonds as provided herein within ten (10) days (not including Saturdays and Sundays), after the successful bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

In addition to conforming to Section 2-4 of the Standard Specifications for Public Works Construction, the signature of the Bidder on the bid bond shall be notarized.

DISCREPANCIES AND MISUNDERSTANDINGS

BIDDERS shall satisfy themselves by personal examination of the work site, Specifications, and other contract documents (and by any other means as they believe necessary) as to the actual physical conditions, requirements, and difficulties under which work must be performed. No BIDDER shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

INTENT OF BID PROPOSAL

The purpose of this Bid Proposal is to obtain a prime contractor to enter into a contract with the AGENCY to complete the work described in the Specifications.

ADDENDA

The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Before submitting his/her bid each BIDDER shall inform himself/herself as to whether or not addenda have been issued. Failure to submit any such addenda with the bid package may render the bid irregular and shall result in its rejection by the AGENCY.

**CITY OF SANTA ANA
ANNUAL WEED AND DEBRIS REMOVAL
FISCAL YEAR 2010-2011**

PROPOSAL & CONTRACT AGREEMENT

BIDDER'S STATEMENT

BIDDER understands and agrees that this written proposal (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter AGENCY) shall constitute the entire agreement between BIDDER and the AGENCY only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting here on the action of approval of the Council, signed by the Administrative Services Manager or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to BIDDER or deposited with the United States Postal Service properly addressed to the BIDDER with the correct postage affixed thereto.

BIDDER further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish AGENCY all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and AGENCY's legal holidays), or the funds, check, draft, or BIDDER'S bond substituted in lieu thereof accompanying this proposal shall become the property of the AGENCY and shall be considered as payment of damages due to the delay and other causes suffered by AGENCY because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by AGENCY because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise said funds, check drafts, or BIDDER'S bond substituted in lieu thereof shall be returned to the undersigned.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the Specifications, the Certification of Non-Discrimination by Contractors, and the Workers' Compensation Insurance Certificate are to be incorporated by reference into this Agreement and are made specifically as part of this bid.

Name of Firm _____

Signature of Bidder _____

Title _____
(if an individual, so state)

TO BE INCLUDED IN BID PACKAGE

**CITY OF SANTA ANA
ANNUAL WEED AND DEBRIS REMOVAL
FISCAL YEAR 2010-2011**

PROPOSAL AND CONTRACT AGREEMENT

BIDDER'S STATEMENT continued

(If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)

ACTION OF COUNCIL

DATE _____ 20 _____

ATTEST:

CLERK OF THE COUNCIL

APPROVED AS TO FORM:

ACCEPTED FOR THE CITY OF SANTA ANA:

CITY ATTORNEY

ADMINISTRATIVE SERVICES MANAGER
FINANCE & MANAGEMENT AGENCY

**CITY OF SANTA ANA
ANNUAL WEED AND DEBRIS REMOVAL
FISCAL YEAR 2010-2011**

PROPOSAL AND CONTRACT AGREEMENT

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR

The undersigned contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1039, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed _____

Title _____

Firm _____

Date _____

TO BE INCLUDED IN BID PACKAGE

**CITY OF SANTA ANA
ANNUAL WEED AND DEBRIS REMOVAL
FISCAL YEAR 2010-2011**

PROPOSAL AND CONTRACT AGREEMENT

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR (continued)

As required by California Labor Code Section 1860 and 1861, the Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this contract.

If I, as the Contractor, now or at any time during the course of this agreement, qualify as an employer under California Labor Code Section 3300, unless the hired employee(s) is (are) persons excluded by said Labor Code, I shall furnish the City of Santa Ana with an insurance certificate from my worker's compensation insurance carrier certifying that I carry such insurance and that the policy shall not be canceled nor the coverage reduced except upon thirty (30) days prior written notice to the City of Santa Ana.

Signed _____

Title _____

Firm _____

Date _____

TO BE INCLUDED IN BID PACKAGE

CITY OF SANTA ANA
SPECIAL PROVISIONS
FOR
ANNUAL WEED AND DEBRIS REMOVAL CONTRACT FISCAL YEAR 2010-2011

1.01 SPECIFICATIONS

Construction of this contract shall be done in accordance with the provisions of AGC/APWA Standard Specifications for Public Works Construction (current edition), and these Special Provisions.

1.02 TERM OF CONTRACT

This contract shall be in effect from July 1, 2010 through June 30, 2011, or until bid amount is expended. The contract may be extended for an additional 36 months in 12 month increments, after evaluation by Public Works Agency and mutual agreement between Public Works Agency and Contractor.

1.03 CONTRACT PERFORMANCE BOND

This section shall conform to Subsection 2-4 of the Standard Specifications and these Special Provisions. The successful offeror must supply a performance bond not less than 100 - percent of the contract price prior to execution of the contract.

Failure to file acceptable bonds as provided herein within ten (10) days (not including Saturdays and Sundays), after the successful bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

In addition to conforming to Section 2-4 of the Standard Specifications for Public Works Construction, the signature of the Bidder on the bid bond shall be notarized.

1.04 LIABILITY INSURANCE

Contractor shall obtain at its own cost, prior to commencing work on this contract a policy of liability insurance naming the Contractor, his employees, the City of Santa Ana, its officers and employees, as insured. The policy certificate of liability insurance shall be furnished within ten (10) days (not including Saturdays and Sundays), after the successful bidder has received notice that the contract has been awarded.

The coverage shall provide the minimum limits:

Bodily injury, \$1,000,000 each occurrence.

Property Damage, \$500,000 each occurrence.

Refer to Section 7-3 of the AGC/APWA Standard Specifications for details.

1.05 GENERAL CONDITIONS

1. The work to be done shall consist of destroying weeds, wild grass, and poisonous or noxious plants and removing rubbish (including but not limited to scrap metals, junk, disassembled parts of automobiles or machinery, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials), garbage, (including but not limited to animal matter including feces, fruit or vegetable matter) and trimming trees and bushes from properties designated by the Inspector of the Public Works Agency. Hazardous waste or hazardous materials shall not be removed from any property.
2. All work, which is determined by the Inspector to be defective or deficient in any of the requirements of the specifications, shall be remedied by the Contractor at his expense in a manner acceptable to the Inspector.
3. The Contractor is required to complete the "Equipment Listing" form and include it with his bid. Minimum equipment is listed in G below.
4. Contractor shall complete work within the time period set forth as follows:

Contractor shall have the ability to clean properties at the rate of no less than 18,000 square feet per day excluding discing and any unforeseen circumstances that may cause work to be delayed provided that this amount of work is available. Contractor shall also have the ability to disc properties at the rate of no less than 42,000 square feet per day excluding any mowing, handwork or haul away.
5. Work shall be completed in the same order in which issued by the Inspector; i.e. no invoice will be paid for any of the cleaning of any property until all previous properties have been completely cleaned. All invoices shall be submitted within fourteen (14) days of completion of work.
6. If City and Contractor cannot agree as to the method of abatement to be used in a parcel of property, the City reserves the right to retain another contractor to do the necessary abatement work on that parcel. Whenever a dispute between contractor and Inspector shall arise, the word of the Inspector shall prevail.
7. Contractor shall be available, or his/her designate at all times for the duration of the contract.
8. Emergency call out fee paid to Contractor shall be a minimum of \$75 per incident.
9. Contractors outside work will not interfere with contract. City work shall have priority.

1.06 WEED ABATEMENT AND LOT CLEANING

All parcels designated by the Inspector for weed abatement and lot cleaning shall be thoroughly cleaned of all weeds, grass, noxious growth, trash, rubbish and garbage in the following manner:

1. Whenever possible, lots shall be cleaned by discing.
2. All lots to be disced shall be disced to within one (1) foot of the property line until all vegetation is covered with dirt. All weeds, grasses, or noxious growths along fences, buildings, in corners or along edges of parcels or that which cannot be safely reached by the disc shall be mowed or cut by hand-held implements to not more than two (2) inches above the ground.

Vegetation so mowed or cut shall be gathered and removed, or spread on the surface of the parcel from which it was mowed or cut, and thereafter disced into the ground.

3. On lots, which are not accessible to a tractor or are otherwise impractical to disc, as designated by the Inspector, all weeds, grass and poisonous or noxious plants shall be cut or mowed to a height of not more than two (2) inches above the ground. Vegetation so cut or mowed shall be removed from the lot.
4. All parkways and gutters in front of lots with abutting curbs and sidewalks shall be cleaned of all weed or noxious growths. Any concreted or asphalted area upon parcel being cleaned shall be swept and/or blown clean of any and all rubbish or debris. Vegetation shall be cut to not more than two (2) inches above grade and such vegetation shall be removed or disced into the soil of the abutting parcel. The abutting public sidewalk shall also be thoroughly cleaned. All tumbleweeds that are too large to be disced under, and all trash, rubbish and garbage shall be hauled to a county disposal site.
5. Parcels which are clean, show signs of a substantial attempt to clean, are placed under cultivation, or are built upon before the Contractor's arrival to commence work, shall not be cleaned by the Contractor and no payment shall be made to the Contractor for any work done thereon, including any cost of moving Contractor's equipment to or from the location of any such parcel. Inspector shall note any such condition on the work order.
6. Sufficient inspection will be provided but not such as will substitute for supervision of the work by the Contractor or his foreman.

1.07 EQUIPMENT

The Contractor shall perform all work necessary to complete the provisions of this contract in a satisfactory manner unless otherwise provided. The Contractor shall furnish all equipment, tools, materials, supplies and labor necessary to complete the work. It is mandatory that the following equipment and tools be provided.

- | | | | |
|-----|---|-----|------------------------------|
| a.) | Minimum half (1/2) cubic yard loader | l.) | Push brooms |
| b.) | Minimum twenty (20) cubic yard dump truck | m.) | Loppers |
| c.) | Gas-powered lawnmower | n.) | Tree pole saw |
| d.) | Gas-powered weed eater | o.) | Hedge shears |
| e.) | Gas-powered blower | p.) | Long handled hoe |
| f.) | Gas-powered hedge trimmer | q.) | Pitch fork |
| g.) | Gas-powered chain saw | r.) | Traffic cones or delineators |
| h.) | Edger | s.) | Wheelbarrow |
| i.) | Shovel | t.) | Tractor |
| j.) | Scoop shovel | u.) | Discer |
| k.) | Rakes | | |

All equipment shall be designed and used so as to properly protect all sidewalks, curbs, streets and other improvements from damage. All tractors and equipment will be operated by qualified, experienced operators and will be maintained by the Contractor at his own expense on his own time.

1.08 RECORDS

1. Before removing rubbish and/or garbage or abating any weeds from a property, the Inspector shall photograph the property as is necessary to show all rubbish and/or garbage to be removed or any weeds to be abated.
2. The Inspector will keep an accurate record of all properties cleaned by the Contractor and if any controversy shall arise as to parcels cleaned by the Contractor, the decision of the Inspector will be final.
3. Payment for miscellaneous handwork will be made only for the actual work done and actual area worked upon any property as determined by measurements made by the Inspector.
4. Work performed on multiple contiguous properties under one ownership, as determined by records of the County Assessor and the Executive Director of Public Works Agency, shall be considered as a single property and shall have individual square foot areas totaled to determine the applicable rate for calculating payment to the Contractor.
5. The Contractor shall prepare an itemized written invoice for each parcel cleaned. Invoices are to be submitted on the first day of each month, or as frequently as deemed necessary by the Inspector. The invoice shall identify the parcel cleaned, and the work order issued for the parcel, and shall contain an approximate calculation of the amount of work done. The Contractor shall mail all invoices to:

CITY OF SANTA ANA
Public Works Agency
Maintenance Services Division
220 South Daisy Avenue
Santa Ana, CA 92703

1.09 MEASUREMENT AND PAYMENT

1. The unit of measurement and payment for discing or tractor mowing a specific parcel of property one acre or less in area, shall be according to the nearest lot size as called out in the bid proposal. On parcels over one acre in area the measurement shall be to the nearest one-fourth (1/4) acre. Measurements shall be taken from the assessor's Parcel Map or by actual field measurement.
2. The unit of measurement and payment for hand mowing shall be the lot in the various size categories specified in the proposal where the parcel of property is one acre or less in area. On parcels over one acre in area the unit of measurement shall be the nearest unit price as shown in Section II of the bid sheet.
3. Payment for removal and disposal of rubbish, garbage, trash, and tumbleweeds shall be by the compacted cubic yard. Removal of less than one (1) cubic yard on any lot shall be included in the bid price for discing or mowing the lot. Tumbleweeds shall be compacted by crushing with a skip loader bucket or other approved method.
4. Section III of the bid proposal form includes "Reference Bid Items". Item No. 1 there under for "Miscellaneous Hand Work" refers to parcels of work where only handwork is involved and does not apply if mowing or discing is involved. Miscellaneous handwork will be determined by Inspector, and may include, but not be limited to dirt removal, tree trimming, or hedge trimming.

1.10 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall repair or replace all existing improvements, which are damaged or removed as a result of his operations if said existing improvements are not designated for removal.

1.11 WORK HOURS

All work shall be done between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday unless authorized otherwise by the Inspector of the Public Works Agency.

1.12 WORK ON PRIVATE PROPERTY

Prior to any work that will restrict access to private property; the Contractor shall notify each affected property owner or responsible person informing him of the nature of and the approximate duration of the restriction.

1.13 WORK BY CITY FORCES BECAUSE OF NONCONFORMANCE TO CONTRACT BY CONTRACTORS

Should the Contractor fail to correct deficiencies of public nuisances that have been created because of his operations, then these will be considered to be of an emergency nature and cause for the City to move in on the project to make corrective work. Such work will be done on a force account basis with an additional callout charge of \$75 for each callout. It could also be noted that there is a minimum two-hour charge for labor on any callout.

1.14 PUBLIC CONVENIENCE AND SAFETY

The responsibility of safe and proper handling of traffic control rests with the Contractor. The "Work Area Traffic Control" handbook under Section 7 "Responsibilities of the Contractor" 7-10-1 APWA/AGCC sets forth basic principle standards in order to provide safe and effective work areas and to warn, protect and expedite vehicular and pedestrian traffic through the cleanup project.

1.15 CONTRACT TERMINATION

The City reserves the right to terminate the contract, without penalty, for cause immediately or without cause after 30 days written notice thereof is delivered to the Contractor either personally or by mail addressed as shown on the bid proposal.

If the Contractor fails to meet the specifications of this contract for a period of 15 cumulative days, the City may at its option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect 15 days after such notice is mailed.

1.16 REQUIRED CONTRACTOR IDENTIFICATION SIGNAGE

City of Santa Ana Public Works Agency authorized contractors will be required to have identification signage on all vehicles at all times while working in an official capacity for the City. Such signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition. All costs associated with the fabrication of such signage shall be borne by the contractor.

Signage Type and Material Shall Be:

- Plastic with Magnetic Backing, Painted on Vehicle or similar
- Taped Signage will Not be allowed.

Such Signage Shall State: Authorized Contractor
City of Santa Ana
Public Works Agency

and

- Name of Contractor
- Contractor Telephone Number

Signage Letter Minimum Size:

- 2-inches for: Authorized Contractor
City of Santa Ana
Public Works Agency
- 1-inch for all other information

APPENDIX

Additional Insured Endorsement Form

ADDITIONAL INSURED ENDORSEMENT
FOR COMMERCIAL GENERAL LIABILITY POLICY

Insurance Company _____

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as a part of
Policy # _____
Issued to _____

Named Insured

Countersigned by _____
Authorized Representative