

FORM APPROVED COUNTY COUNSEL 11/17/14  
 BY: GREGORY P. PRIAMOS DATE  
 FISCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY: JEANINE J. REY Departmental Concurrence

**SUBMITTAL TO THE FLOOD CONTROL AND  
 WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 December 2, 2014

**SUBJECT:** Ratification and Approval of Contractor Services Agreement for Parking Lot Sweeper Services, 3 years, [\$15,660 total], District Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Contractor Services Agreement between the District and Super Sweepers, Inc. (Contractor); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

**Summary**

This Contractor Services Agreement (Agreement) set forth the terms and condition by which the Contractor will provide parking lot sweeper services for the District's office located at 1995 Market Street, Riverside, California. County Counsel has approved the Agreement as to legal form and the Contractor has executed the Agreement.

Continued on Page 2

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P8/164986

**WARREN D. WILLIAMS**  
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,220	\$ 5,220	\$ 15,660	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 5,220	\$ 5,220	\$ 15,660	\$ N/A	

**SOURCE OF FUNDS:** 15100 947200 522320 Administration  
 Maintenance-Grounds

**Budget Adjustment:** No  
**For Fiscal Year:** 14/15 – 16/17

**C.E.O. RECOMMENDATION:**

APPROVE  
  
 BY: Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: \_\_\_\_\_ District: All \_\_\_\_\_ Agenda Number: \_\_\_\_\_

**11-2**

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Ratification and Approval of Contractor Services Agreement for Parking Lot Sweeper  
Services, 3 years, [\$15,660 total], District Funds 100%

**DATE:** December 2, 2014

**PAGE:** Page 2 of 2

**Impact on Residents and Businesses**

Costs incurred under this Agreement will be funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Sufficient funding is available in the District's budget for Fiscal Year 2014-2015 and will be included in the proposed budget(s) for Fiscal Years 2015-2016 through 2016-2017, as appropriate.

**Contract History and Price Reasonableness**

In accordance with purchasing guidelines, on August 21, 2013 the District released a Request for Quote (RFQ) FCA96874 for power sweeping services on the District's website from 08/21/13 to 09/05/13. Four vendors responded and submitted their proposals. Super Sweepers, Inc., was selected as the lowest, responsive bidder with a not-to exceed cost of \$5,220 per year.

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P8/164986



1 paid to CONTRACTOR for performance of parking lot sweeper services approved  
2 pursuant to this Agreement shall not exceed: i) five thousand two hundred twenty dollars  
3 (\$5,220) in any given fiscal year, and ii) the total sum of fifteen thousand six hundred sixty  
4 dollars (\$15,660) over the entire term of this Agreement.  
5

6 5. PAYMENT – CONTRACTOR shall invoice DISTRICT on a monthly basis. Upon  
7 satisfactory performance of CONTRACTOR'S services as set forth herein, DISTRICT  
8 shall pay CONTRACTOR within thirty (30) days after DISTRICT'S receipt of  
9 CONTRACTOR'S appropriate monthly invoice(s). DISTRICT shall not pay interest or  
10 finance charges on any outstanding balance(s). CONTRACTOR shall keep employee and  
11 expense records according to customary accounting methods and such records, upon  
12 request, shall be made available for inspection by DISTRICT to verify CONTRACTOR'S  
13 invoice(s). All invoices shall itemize charges to conform to the portion(s) of services and  
14 costs as set forth in Attachments "A" and "B", respectively.  
15

16 Except as specifically provided for and stated in this Agreement or Attachment "B",  
17 DISTRICT shall not be responsible for payment of any of CONTRACTOR'S expenses  
18 related to this Agreement.  
19

20 6. LICENSES – CONTRACTOR, its employees, agents and subcontractors shall possess and  
21 maintain all necessary permits, approval, certificates, waivers and exemptions as may be  
22 required by the applicable Federal, State and local regulations at all times while performing  
23 services under this Agreement.  
24

25 7. PROTECTION OF PROPERTY - Property damage caused by CONTRACTOR'S  
26 operations under this Agreement shall be repaired at CONTRACTOR'S sole expense to the  
27 satisfaction of DISTRICT.  
28

1 8. NOTICES – Any and all notices sent or required to be sent to the parties of this Agreement  
 2 will be mailed by first class mail, postage prepaid, to the following addresses:

3	RIVERSIDE COUNTY FLOOD CONTROL	SUPER SWEEPERS, INC.
4	AND WATER CONSERVATION DISTRICT	Post Office Box 9071
5	1995 Market Street	Alta Loma, CA 91701
6	Riverside, CA 92501	Attn: Trisha Walker
	Attn: Finance Division	

7 9. INSURANCE – CONTRACTOR shall not commence operations until DISTRICT has been  
 8 furnished with original certificate(s) of insurance and original certified copies of  
 9 endorsements and if requested, certified original policies of insurance including all  
 10 endorsements and any and all other attachments as required in this Section.

11 Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold  
 12 DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be  
 13 maintained, at its sole cost and expense, the following insurance coverages during the term  
 14 of this Agreement:

15  
 16 A. Workers' Compensation

17 If CONTRACTOR has employees as defined by the State of California,  
 18 CONTRACTOR shall maintain statutory Workers' Compensation Insurance  
 19 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
 20 include Employer's Liability (Coverage B) including Occupational Disease with  
 21 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to  
 22 waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed  
 23 Servant/Alternate Employer endorsement.

24  
 25 B. Commercial General Liability

26 Commercial General Liability insurance coverage, including but not limited to,  
 27 premises liability, unmodified contractual liability, products and completed  
 28

1 operations liability, personal and advertising injury, and cross liability coverage,  
2 covering claims which may arise from or out of CONTRACTOR'S performance of its  
3 obligations hereunder. Policy shall name the Riverside County Flood Control and  
4 Water Conservation District, the County of Riverside, its agencies, districts, special  
5 districts, and departments, their respective directors, officers, Board of Supervisors,  
6 employees, elected or appointed officials, employees, agents or representatives as  
7 additional insureds. Policy's limit of liability shall not be less than \$1,000,000 per  
8 occurrence combined single limit. If such insurance contains a general aggregate  
9 limit, it shall apply separately to this Agreement or be no less than two (2) times the  
10 occurrence limit.  
11

12  
13 C. Vehicle Liability

14 If vehicles or mobile equipment are used in the performance of the obligations under  
15 this Agreement, CONTRACTOR shall maintain liability insurance for all owned,  
16 non-owned or hired vehicles so used in an amount not less than \$1,000,000 per  
17 occurrence combined single limit. If such insurance contains a general aggregate  
18 limit, it shall apply separately to this Agreement or be no less than two (2) times the  
19 occurrence limit. Policy shall name the Riverside County Flood Control and Water  
20 Conservation District, the County of Riverside, its agencies, districts, special districts,  
21 and departments, their respective directors, officers, Board of Supervisors, elected or  
22 appointed officials, employees, agents or representatives as additional insureds.  
23

24 D. General Insurance Provisions – All Lines

- 25 i. Any insurance carrier providing insurance coverage hereunder shall be admitted  
26 to the State of California and have an A.M. BEST rating of not less than an A:  
27 VIII (A: 8) unless such requirements are waived, in writing, by the County Risk  
28

1 Manager. If the County's Risk Manager waives a requirement for a particular  
2 insurer such waiver is only valid for the specific insurer and only for one policy  
3 term.

4  
5 ii. CONTRACTOR must declare its insurance self-insured retention for each  
6 coverage required herein. If any such self-insured retention exceeds \$500,000  
7 per occurrence each such retention shall have the prior written consent of the  
8 County Risk Manager before the commencement of operations under this  
9 Agreement. Upon notification of self-insured retention deemed unacceptable to  
10 DISTRICT, and at the election of the County's Risk Manager,  
11 CONTRACTOR'S carriers shall either: 1) reduce or eliminate such self-insured  
12 retention with respect to this Agreement with DISTRICT, or 2) procure a bond  
13 which guarantees payment of losses and related investigations, claims  
14 administration, and defense costs and expenses.

15  
16 iii. CONTRACTOR shall cause their insurance carrier(s) to furnish DISTRICT  
17 with 1) a properly executed original certificate(s) of insurance and certified  
18 original copies of endorsements effecting coverage as required herein; and 2) if  
19 requested to do so orally or in writing by the County Risk Manager, provide  
20 original certified copies of policies including all endorsements and all  
21 attachments thereto, showing such insurance is in full force and effect. Further,  
22 said certificate(s) and policies of insurance shall contain the covenant of the  
23 insurance carrier(s) that a minimum of thirty (30) days written notice shall be  
24 given to DISTRICT prior to any material modification, cancellation, expiration  
25 or reduction in coverage of such insurance. If CONTRACTOR insurance  
26 carrier(s) policies does not meet the minimum notice requirement found herein,  
27  
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1 CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a  
2 30 day Notice of Cancellation Endorsement. In the event of a material  
3 modification, cancellation, expiration or reduction in coverage, this Agreement  
4 shall terminate forthwith, unless DISTRICT receives, prior to such effective  
5 date, another properly executed original certificate of insurance and original  
6 copies of endorsements or certified original policies, including all endorsements  
7 and attachments thereto, evidencing coverages set forth herein and the insurance  
8 required herein is in full force and effect. An individual authorized by the  
9 insurance carrier to do so on its behalf shall sign the original endorsements for  
10 each policy and the certificate of insurance.  
11

12  
13 iv. It is understood and agreed by the parties hereto that CONTRACTOR'S  
14 insurance shall be construed as primary insurance, and DISTRICT'S insurance  
15 and/or deductibles and/or self-insured retentions or self-insured programs shall  
16 not be construed as contributory.

17  
18 v. If, during the term of this Agreement or any extension thereof, there is a  
19 material change in the scope of services; or there is a material change in the  
20 equipment to be used in the performance of the scope of work which will add  
21 additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the  
22 term of this Agreement, including any extensions thereof, exceeds five (5)  
23 years, DISTRICT reserves the right to adjust the types of insurance required  
24 under this Agreement and the monetary limits of liability for the insurance  
25 coverage currently required herein, if, in the County Risk Manager's reasonable  
26 judgment, the amount or type of insurance carried by CONTRACTOR has  
27 become inadequate.  
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- vi. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- viii. CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. INDEMNIFICATION – CONTRACTOR shall indemnify and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONTRACTOR'S (including its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct, acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

CONTRACTOR shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of CONTRACTOR'S indemnification requirements, CONTRACTOR shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action without the prior

1 consent of DISTRICT; provided, however, that such adjustment, settlement or compromise  
2 in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification  
3 obligations to DISTRICT.

4 CONTRACTOR'S indemnification obligations shall be satisfied when CONTRACTOR has  
5 provided to DISTRICT the appropriate form of dismissal (or similar document) relieving  
6 DISTRICT from any liability for the claim, proceeding or action involved.

7  
8 The specified insurance limits required in this Agreement shall in no way limit or  
9 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless DISTRICT  
10 and County of Riverside from third party claims.

11 In the event there is conflict between this section and California Civil Code Section 2782,  
12 this section shall be interpreted to comply with California Civil Code Section 2782. Such  
13 interpretation shall not relieve CONTRACTOR from indemnifying DISTRICT to the  
14 fullest extent allowed by law.

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16 11. TERMINATION – At any time during the term of this Agreement, DISTRICT may:

17 A) Terminate this Agreement without cause upon providing CONTRACTOR thirty (30)  
18 days written notice stating the extent and effective date of termination; or

19 B) Upon five (5) days written notice, terminate this Agreement for CONTRACTOR  
20 default, if CONTRACTOR refuses or fails to comply with the provisions of this  
21 Agreement or fails to make progress so as to endanger performance and does not cure  
22 such failure within a reasonable period of time. In the event of such termination,  
23 DISTRICT may proceed with the work in a manner deemed proper to DISTRICT.

24  
25 In the event DISTRICT issues a Notice of Termination, CONTRACTOR shall stop  
26 all work under this Agreement on the date specified in the Notice of Termination.  
27  
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1 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
2 payment for all services satisfactorily performed in accordance with this  
3 Agreement to the date of termination and at the costs set forth in Attachment "B".  
4 Notwithstanding any of the other provisions of this Agreement,  
5 CONTRACTOR'S rights under this Agreement shall terminate (except for fees  
6 accrued prior to the date of termination) upon dishonesty, or a willful or material  
7 breach of this Agreement by CONTRACTOR; or in the event of  
8 CONTRACTOR'S unwillingness or inability for any reason whatsoever to  
9 perform the duties hereunder; or if the Agreement is terminated pursuant to  
10 Section 16 (NON-DISCRIMINATION). In such event, CONTRACTOR shall not  
11 be entitled to any further compensation under this Agreement. The rights and  
12 remedies of DISTRICT provided in this section shall not be exclusive and are in  
13 addition to any other rights and remedies provided by law or under this  
14 Agreement.  
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16

- 17 12. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by  
18 CONTRACTOR without the prior written consent of DISTRICT.  
19
- 20 13. INDEPENDENT CONTRACTOR – CONTRACTOR and the agents and employees of  
21 CONTRACTOR shall act at all times in an independent capacity during the term of this  
22 Agreement and in the performance of the services to be rendered hereunder and shall not  
23 act as or shall not be and shall not in any manner be considered employees or agents of  
24 DISTRICT.  
25
- 26 14. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in  
27 accordance with the laws of the State of California. If any provision of this Agreement is  
28 held by a court of competent jurisdiction to be invalid, void or unenforceable, the

1 remaining provisions shall be declared severable and shall be given full force and effect to  
2 the extent possible.

3 Any legal action, in law or equity related to the performance or interpretation of this  
4 Agreement shall be filed only in the Superior Court for the State of California located in  
5 Riverside, California, and the parties waive any provision of law providing for a change of  
6 venue to another location. Prior to the filing of any legal action, the parties shall be  
7 obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.  
8

9 15. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of  
10 this Agreement shall not be constructed to be a waiver of any subsequent or other breach of  
11 the same or any other term thereof. Failure on the part of DISTRICT to require exact, full  
12 and complete compliance with any terms of this Agreement shall not be construed as in any  
13 manner changing the terms hereof or estopping DISTRICT from enforcement hereof.  
14

15 16. NON-DISCRIMINATION – In the performance of the terms of this Agreement,  
16 CONTRACTOR shall not engage in or permit others he may employ to engage in  
17 discrimination in the employment of persons because of the race, color, national origin or  
18 ancestry, religion, physical handicap, disability as defined by the Americans with  
19 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in  
20 accordance with the provision of California Labor Code Section 1735.  
21

22 17. CONFLICT OF INTEREST – CONTRACTOR covenants that it presently has no interest,  
23 including but not limited to, other projects or independent contracts, and shall not acquire  
24 any such interest, direct or indirect, which would conflict in any manner or degree with the  
25 performance of services required to be performed under this Agreement. CONTRACTOR  
26 further covenants that in the performance of this Agreement, no person having any such  
27 interest shall be employed or retained by it under this Agreement.  
28

1 18. CONDUCT OF CONTRACTOR – CONTRACTOR shall not, under circumstances which  
 2 could be interpreted as an attempt to influence the recipient in the conduct of his/her duties,  
 3 accept any gratuity or special favor from individuals or firms with whom CONTRACTOR  
 4 is doing business or proposing to do business, in accomplishing the work under this  
 5 Agreement. CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
 6 entertainment directly or indirectly to DISTRICT employees.  
 7

8 19. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the  
 9 obligation(s) of DISTRICT are limited by and contingent upon the availability of  
 10 DISTRICT funds for the reimbursement of CONTRACTOR'S fees. In the event that such  
 11 funds are not forthcoming for any reason, DISTRICT shall immediately notify  
 12 CONTRACTOR in writing. This Agreement shall be deemed terminated and have no  
 13 further force and effect immediately on receipt of DISTRICT'S notification by  
 14 CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to  
 15 reimbursement of its costs in accordance with Sections 4 and 5 (COMPENSATION and  
 16 PAYMENT).  
 17

18 20. DISCREPANCIES – In the event of any conflict between the terms of this Agreement and  
 19 Attachment "A" or Attachment "B", the terms of this Agreement shall govern. In the event  
 20 of any conflict between Attachment "A" and Attachment "B", Attachment "A" shall  
 21 govern.  
 22


23 //

24 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2  
3 \_\_\_\_\_  
(to be filled in by Clerk of the Board)

4  
5  
6 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

7  
8 By   
9 **WARREN D. WILLIAMS**  
General Manager-Chief Engineer


By \_\_\_\_\_  
**MARION ASHLEY, Chairman**  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

10  
11 APPROVED AS TO FORM:

ATTEST:

12 **GREGORY P. PRIAMOS**  
13 County Counsel

**KECIA HARPER-IHEM**  
Clerk of the Board

14  
15 By   
16 **NEAL KIPNIS**  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

17  
18 (SEAL)

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25 Contractor Services Agreement (FY 2014/15 – FY 2016/17)  
w/Super Sweepers, Inc.  
26 10/27/14  
27 TT:AMR:blm  
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**SUPER SWEEPERS, INC.**

By   
TIMOTHY MORRISON  
President/Owner

Contractor Services Agreement (FY 2014/15 – FY 2016/17)  
w/Super Sweepers, Inc.  
10/27/14  
TT:AMR:blm

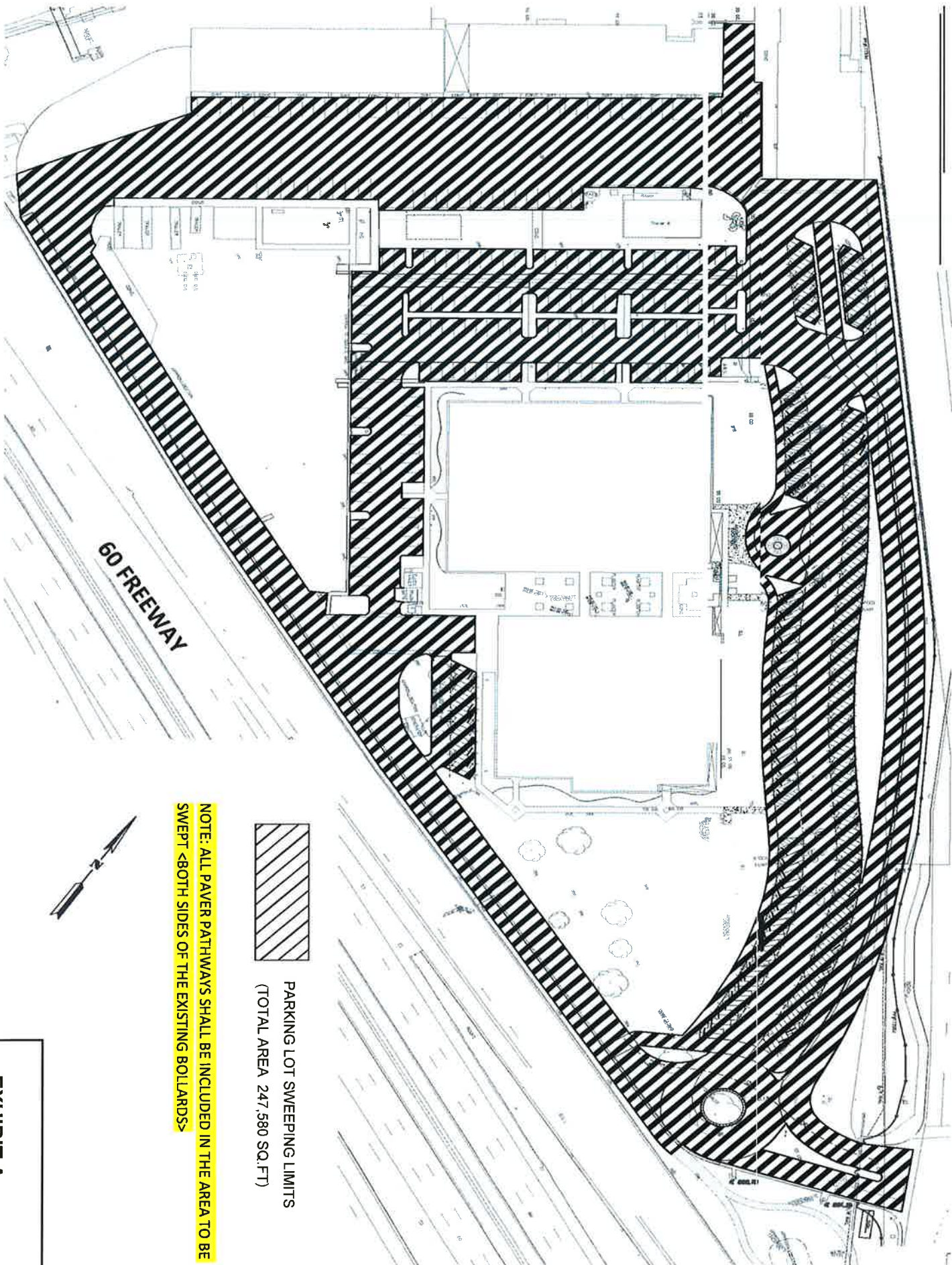
## ATTACHMENT A

### SCOPE OF SERVICES

1. Furnish and install all labor and material to power broom/sweep once a week all areas shown on the attached Exhibit A. The area to be swept includes all paved areas (asphalt, porous asphalt, pervious concrete, and brick pavers), all paver pathways, all curb and gutter lines.
2. Utilizing a blower, blow out and clean all trash, loose debris, dust, leaves accumulating next to curb lines, gutters and behind wheel stops.
3. Collect all leaves, trash and debris and dispose off-site.
4. All work shall be either completed during the weekend or after 6:00 pm and prior to 5:00 am during the week days.
5. The working day and time will be selected as agreed upon by the District when the parking lot is not occupied, such day and time will not change unless approved in writing by the District.



MARKET STREET



PARKING LOT SWEEPING LIMITS  
(TOTAL AREA 247,580 SQ.FT)

NOTE: ALL PAVEMENT PATHWAYS SHALL BE INCLUDED IN THE AREA TO BE SWEEPED <BOTH SIDES OF THE EXISTING BOLLARDS>



EXHIBIT A

## **ATTACHMENT B**

### Fee Rates

1. Cost for Services per month: \$385.00

PLEASE NOTE THE WORK IS TO BE DONE WEEKLY AND BILLED ON A MONTHLY INVOICE.

#### ADDITIONAL WORK ON AN AS NEEDED BASIS:

1. Pressure Wash at \$45.00 per hour. (3 hours minimum not-to-exceed 6 hours annually)
2. Steam Cleaning at \$55.00 per hour. (3 hours minimum not-to-exceed 6 hours annually)

All additional work will be requested on a separate Purchase Order and scheduled accordingly with Operations and Maintenance – Operations Engineering staff.