

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

341A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 29, 2011

SUBJECT: Approval of a multi-year personal service agreement for street sweeping services for the Transportation Department.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the multi-year personal services agreement, from the lowest responsive/responsible vendor based on competitive bids for street sweeping services for the Transportation Department, and;
2. Authorize the Chairman of the Board of Supervisors to execute the agreement on behalf of the County with the option to renew up to two (2) additional years at the discretion of the County of Riverside, and;
3. Approve the annual amount of \$605,749.02 with an annual contingency amount of \$151,437.00 (25%) for FY 2011/12.

Juan C. Perez
Director of Transportation

MPH:bh
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 757,250	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

SOURCE OF FUNDS: CSA 152 100%

There are no General Funds used in this project.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 12, 2011
xc: Transp: 00

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. | District: ALL | Agenda Number:

3.52

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE: 6/29/11
Departmental Concurrence

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

The Honorable Board of Supervisors

RE: Approval of a multi-year personal service agreement for street sweeping services for the Transportation Department.

June 29, 2011

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BACKGROUND: County Service Area (CSA) 152 (Countywide) provides street sweeping services in selected residential areas of the County where property owners have voted to assess themselves for the service. As of October 6, 2003 administration of the street sweeping services agreement was transferred from the Economic Development Agency to the Transportation Department, which is responsible for all other maintenance functions within the County maintained road right-of-way.

The Transportation Department issued a formal Request for Proposal (RFP). Solicitations were sent to four vendors and advertised on the Internet. Three (3) responses were received and all were responsive and responsible vendors. The following bids were submitted: CR&R Incorporated of Perris with a bid of \$605,749.02 (\$18.98 per curb mile); CleanStreet of Thousand Palms with a bid of \$689,941.17 (\$21.98 per curb mile); and DeAngelo Brothers, Inc. of Ontario with a bid of \$1,228,732.20 (\$38.50 per curb mile). Therefore CR&R Incorporated is the lowest responsive and responsible bidder. Representatives from the Transportation Department evaluated the proposals and recommend that CR&R Incorporated receive the award. CR&R is currently providing services to the County and has done so in a satisfactory manner.

CR&R Incorporated would provide street sweeping services to CSA 152 for FY 2011/12 in the amount of \$605,750, with an annual contingency of 25% in the amount of \$151,500 for a total contract amount of \$757,250. The annual contingency amount would cover the cost of extra work not included in the normal scope of the project, such as providing service to additional curb miles created through development and future growth or for extra sweeping needs.

The contract is for a three-year period and would terminate on June 30, 2014. The County has the option to extend this agreement for a 2-year period. The County has the option to terminate this contract upon 30 days notice.

County Counsel has approved the Agreement as to form.

PERSONAL SERVICE AGREEMENT

for

CSA 152 Street Sweeping Services

between

COUNTY OF RIVERSIDE

and

CR & R INCORPORATED



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This Agreement, made and entered into this ____ day of _____, 2011, by and between CR & R Incorporated, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten (10) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, attached hereto and by this reference incorporated herein.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2014, with the option to renew for two (2) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Six Hundred Five Thousand, Seven Hundred Forty-Nine dollars and two cents (\$605,749.02) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

ATTN: MARK HUGHES, 8TH FL

P.O. BOX 1090

RIVERSIDE, CA 92502-1090

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate

cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The

CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Transportation
P.O. Box 1605
Riverside, CA 92502-1605
Attn: Mark Hughes
(951) 955-6767

CONTRACTOR

CR&R Incorporated
P.O. Box 1208
Perris, CA 92572
Attn: Alex Braicovich
(951) 490-5411

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and

enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single

limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

County of Riverside
4080 Lemon Street
Riverside, CA 92501

CONTRACTOR:

CR & R Incorporated
1706 Goetz Road
Perris, CA 92572

Signature: Bob Buster

Signature: [Handwritten Signature]

Print Name: BOB BUSTER

Print Name: ALEX BRAICOVICH

Title: Chairman, of the Board of Supervisors

Title: Sr. Regional Vice President

Dated: JUL 12 2011

Dated: JUNE 23, 2011

FORM APPROVED COUNTY COUNSEL
BY: [Handwritten Signature]
NEAL R. KIPNIS DATE

ATTEST:
KECIA HARPER, JHEM, Clerk
By: [Handwritten Signature]
DEPUTY

**EXHIBIT A
SCOPE OF SERVICE**

1. MINIMUM WAGE AND CERTIFIED PAYROLL

- A. Pursuant to the labor code, the Contractor shall pay employees at a rate equal to or greater than the Minimum Wage set by the State of California. Pursuant to the labor code, Contractor shall be required to pay and/or collect associated payroll taxes, deductions, and payments.
- B. Upon request, provide to the Purchasing Department a certificate of liability insurance form listing "the County of Riverside" as additional insured and proof of Worker's Compensation Insurance for his employees.
- C. Submit certified payroll per form DLSE Form A-1-131 (or other County approved form) available at: <http://www.dir.ca.gov/dlse/DLSEFormA-1-131.pdf>

2. REQUIREMENTS

The primary objective of this street sweeping contract is to pick up all leaves, paper, dirt, rocks, cans, and/or other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The County will make the final determination as to whether the street sweeping service has been satisfactorily completed.

- A. Meet wage and reporting requirements as set forth in Section 1
- B. Furnish all necessary transportation, permits, insurance and taxes, in their performance of the scope of services.
- C. Provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary in their performance of scope of services.
- D. Schedule work during normal working hours, Monday thru Friday, 7:00 A.M. to 5:00 P.M. Prior approval by the appropriate Transportation Department staff is required for any and all work outside normal working hours, with the exception of emergency situations.
- E. JOB SITE – It shall be the bidder's responsibility to visit the job site to check any conditions that may affect their bid. Claims for allowances due to Contractor's error or negligence, in acquainting themselves with the site, shall not be recognized. By the Contractor's act of submitting a bid, the contractor acknowledges that they have informed themselves of all conditions.
- F. DRESS CODE AND APPEARANCE – The Contractor shall be required to provide uniforms, with the company name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when on County projects.
- G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the Contractor.

- H. VEHICLE LABELING – The Contractor shall provide company name and unit number on all vehicles, and have a radio or paging equipment for two way communication.
- I. VEHICLE SAFETY – The Contractor shall provide on their onsite vehicles a ‘backup warning device’ that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create a hazard or block signage. The Contractor shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement.
- J. VEHICLE OCCUPANCY – Contractor shall not exceed passenger vehicle occupancy safety ratings.
- K. EQUIPMENT TRAINING - Contractor shall be responsible for the proper education of their employees on all equipment used by the employees. Contractor shall at a minimum perform annual safety instruction.
- L. DRIVER LICENSING – Each Driver shall have the correct State of California Department of Motor Vehicles license/endorsement for equipment operated by the Driver, and shall be verified by Contractor.
- M. INSURANCE – SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING CERTIFICATES:
 - 1. Provide a copy of a Certificate of Current Liability Insurance (min \$1,000,000 per occurrence);
 - 2. Provide a copy of a Certificate of Current Automobile Liability Insurance (min \$1,000,000 per occurrence);
 - 3. Provide a copy of a Certificate of Current Workers Comp. and Employers Liability Insurance (min \$1,000,000 per occurrence).
- N. EMERGENCY SERVICES – The Contractor shall make available emergency service on a 24 hour a day, seven day per week basis.
- O. SAFETY - Contractor shall conform to all governing safety regulations. Contractor shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours, but shall apply continuously.

SWEEPING

The Contractor shall sweep and/or clean all public, County maintained streets as specified on the Estimated Mileage Sheet, and approved route maps. The term “street” shall include the paved area between the normal curb lines of the roadway, whether or not an actual curb exists. Gutters of all paved streets and/or rolled berms, raised medians, painted medians and intersections shall be swept as follows:

- A. Sweeping shall normally consist of a single pass with a street sweeper at not more than 6 miles per hour over an area.

- B. Additional passes shall be made, if necessary, in problem areas where excessive silt, leaves, debris or other conditions warrant special attention. Any such required sweeping shall be performed by the Contractor at the normal curb-mile price and will not be defined as additional sweeping.
- C. Water shall be used while sweeping to minimize dust.
- D. "Sweeping" shall define the operation; however, the method shall not be limited to the use of power broom street sweeping.
- E. Curbed areas that cannot be swept with power sweeping equipment, such as but not limited to narrow cul-de-sacs, median nooses and portions of left turn pockets, shall be hand cleaned.
- F. In the event that the results of one sweeping are considered unsatisfactory, the Contractor shall sweep or clean the unsatisfactory area again at no cost to the County within two (2) working days without interruption in the regular sweeping schedule.

ADDITIONAL SWEEPING

The Contractor is to provide additional sweeping of any of the listed streets and intersections at any time ordered by the County. The Contractor will be compensated for each additional sweep at the contract unit price per curb-mile in effect at the time. No allowance will be made for travel time on additional sweeps. The Contractor shall respond to a request for emergency sweeping within two (2) hours of notification.

The need for additional sweeping may arise due to storm, fire, flood, parade, public gathering, traffic accident, riot or other natural or unanticipated occurrences affecting the cleanliness of the streets. Sweeping in addition to the regularly scheduled sweeping as ordered by the County will be at the contract unit price per hour.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the contract unit price per hour. Additionally, in situations where it is difficult to measure curb miles swept, the County has the option to compensate Contractor on an hourly basis. In these cases the hourly rate paid shall be the contract unit price per hour. Minimum payment will be three (3) hours.

3. SCHEDULE DISRUPTIONS

When, in the opinion of the County, inclement weather prevents adherence to the regular sweeping schedule for two (2) days or less in a given week, the Contractor will sweep affected routes prior to the next sweeping schedule. Any such required sweeping made necessary by inclement weather shall be performed by the Contractor at the normal curb-mile price and will not be defined as additional sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regularly scheduled sweeping day, and routes are not swept in observance of the holiday, the sweeping routes shall be swept within two (2) days of the regularly scheduled sweeping day

without interruption of the regular sweeping schedule. Any such required sweeping shall be performed by the Contractor at the normal curb-mile price and will not be defined as additional sweeping.

In the event the Contractor is prevented from completing the sweeping as provided in the approved schedule to reasons other than inclement weather or holiday, the contractor will be required to complete the sweeping so deferred within two (2) days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such required sweeping shall be performed by the Contractor at the normal curb-mile price and will not be defined as additional sweeping.

4. PROTECTION OF PROPERTY

The Contractor shall protect all public and private property insofar as it may be endangered by Contractor's operations and take every reasonable precaution to avoid damage to such property.

Sit-parked mobile equipment and operable machinery, and hazardous parts subject to mischief shall be kept locked or otherwise made inoperable whenever left unattended.

The Contractor shall restore and bear the cost of any public or private vehicle, improvement, facility, or structure within the right-of-way, which is damaged, or injured directly or indirectly by an act, omission or neglect in the execution of the work and which is not designated for removal. Contractor shall be responsible for any injury, loss, or damage caused by the Contractor or the Contractor's employees, agents, or subcontractors, and in the event of such injury, loss of damage shall promptly make such repairs or replacements as required by the County without additional cost to the County.

5. DISPOSAL OF SWEEPINGS WASTE

Sweeping wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams or waterways. All sweeping wastes shall be removed from the site and disposed in a manner complying with local ordinances, state and federal anti-pollution laws at legally established disposal sites. Once a month, the Contractor shall submit copies of dump/disposal tickets and tonnage reports.

6. ADDED AND DELETED ROUTES

It is the intent of this contract to provide sweeping for all public, County maintained streets in CSA 152 as identified in the Estimated Mileage Sheet, and approved route maps. As streets are annexed into CSA 152 they will be added to the twice a month sweeping schedule. The County will provide a list of added streets and route map to the Contractor. Compensation to the Contractor will be based on curb-miles added and multiplied by the current contract unit price per curb-mile.

Streets initially included in the sweeping schedule that are vacated by order of the Board of Supervisors will be deleted from the twice a month schedule and the affected curb mileage deducted from the contract quantities.

The county may adjust the mileage total of the contract due to new annexations or relinquishments. In the event that new routes are added to or deleted from the contract the Contractor shall incorporate these adjustments into the sweeping schedule and compensation to the Contractor will be based on curb-miles added and multiplied by the current contract unit price per mile.

7. SCHEDULE AND COMMENCEMENT OF WORK

A complete schedule of twice a month sweeping shall be submitted to the County for approval prior to any work being done under this contract. The schedule shall include the curb miles of streets and medians to be swept as well as the proposed starting time. Also, a route map shall be submitted as part of the schedule, showing the streets to be swept each month by the Contractor. The Contractor shall indicate the sweeping route on the maps in an appropriate and understandable manner that is acceptable to the County. Changes in the schedule for the convenience of the Contractor will require approval by the County prior to being included in the twice a month work.

The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day. The following guidelines will generally be applicable:

- a. Areas shall not be swept on the same day trash is picked up. Whenever feasible, sweeping shall be scheduled the day after trash pick-up. The Contractor shall be responsible for determining when trash pick-ups are scheduled. Contact Riverside County Environmental Health at 951-955-8982 for waste hauler information.
- b. Four or more lane streets shall not be swept during peak traffic hours. Contractor shall be responsible for identifying these streets.
- c. Residential areas shall be swept between the hours of 7:00 am and 5:00 pm, Monday through Friday. No sweeping will be permitted on Saturday or Sunday.
- d. Routes typically will not exceed 45 curb miles per a day.
- e. 'No Parking' signs are NOT posted on any CSA 152 route. Street sweeping will have to negotiate around obstacles to perform contract.

8. CONTRACTOR'S EQUIPMENT

All equipment must be performance worthy by visual and operational inspection. Machines must be maintained in good working condition throughout the life of this contract with the Contractor demonstrating evidence of an adequate service center to insure scheduled routine maintenance and proper adjustment for sweepers. Machines shall be fully operational during all sweeps.

The Contractor must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all brushes and brooms.

All equipment must be properly registered and insured in accordance with state and local laws. The contractor must show proof of ownership of a signed lease for sufficient machinery to adequately

perform services as agreed to in this contract. **A list of machines to be used must accompany Contractor's bid.** Spare Equipment is required and should be noted in the form as either Primary or Spare equipment.

All units shall be clearly and prominently marked with the Contractor's name and unit number and have a radio or paging equipment.

Sweepers shall be self-propelled, pickup sweepers with revolving gutter brushes on both sides, in-head broom, a sprinkler system and high lift storage hopper with a minimum three (3) cubic yard capacity, or as approved by the County. Sweepers shall be capable of removing all leaves, paper, dirt, rocks, cans, and/or other debris to insure free flow of water in gutter.

Sweeping equipment shall be equipped with a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Equipment shall be parked in such a manner as not to create a hazard or block signage. The Contractor shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. All warning devices and lights for safe operation shall meet all vehicle-operating requirements of the State of California Department of Motor Vehicles.

9. EQUIPMENT PERFORMANCE

The sweepers used shall be capable of picking up all debris from a street in a single pass, without leaving a trail of debris behind and shall be capable of dust abatement. Sweepers shall be driven less than 6 mph to insure all debris is picked up. All equipment used shall be in good mechanical condition and shall not leak oil or other fluids onto pavement during operations. If the County deems a piece of equipment unsuitable, the Contractor will be instructed to make the appropriate repairs or remove it from the work site.

10. WATER USE

The Contractor shall be responsible for securing all water used during the course of operations and shall be responsible for all water costs.

11. APPROXIMATE MILEAGE OF STREETS

The estimated quantities of work to be performed by the Contractor under these specifications are as follows:

- A. See the Estimated Mileage Sheet specifying approximate quantities of streets to be swept.
- B. Note that the quantities identified in the Estimated Mileage Sheet, and approved route maps is an estimate only used as a basis for comparing proposals. The Contractor will be paid for the actual number of curb miles swept each month. In addition, the Contractor may, on infrequent occasions, be required to perform additional sweeping.

12. INSPECTION

Inspections will be performed on a regular basis as well as spot checks in response to citizen complaints. Any deficiencies found will be reported to the Contractor for immediate correction. The County may schedule meetings as necessary to review the quality of work performed by the Contractor and/or review the number of "corrective action requests" received and the action taken by the Contractor to correct.

The County will track the Contractor's responsiveness in taking corrective actions. In the event the County discovers an area of non-performance by the Contractor, a letter of "corrective action requests" will be sent to the Contractor via EMAIL. The Contractor will have two (2) days to complete the corrective action. The Contractor will provide the County written notice of corrective action taken via EMAIL within two (2) days of "corrective action request" receipt.

Monthly the Contractor will report total curb-miles swept, corrective actions requested, corrective actions completed and method of completion, and the number of curb-miles affected by corrective actions to the County.

All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the Contractor's conformity with the terms of this Scope of Service. If any services performed or products provided by Contractor are not in conformance with this Scope of Service, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The County may also terminate the Contract as a result of default and charge to Contractor any costs incurred by the County because of the Contractor's failure to perform.

Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a County representative or other regulatory official to monitor, assess or evaluate Contractor's performance under this Scope of Service at any time with/without reasonable notice to Contractor.

The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.

14. UTILITIES

The Contractor shall recognize the rights of utility companies within the public right-of-way and their needs to maintain and repair facilities. The Contractor shall exercise due and proper care to prevent damage to facilities and to adjust schedules when utility operations prevent the Contractor

from sweeping during a specified time frame. No additional compensation will be allowed by complying with these requirements.

15. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/DUST CONTROL, WATER AND AIR POLLUTION

During all phases of work, and when directed, the Contractor shall take precautions to abate dust nuisance by cleaning up, sweeping, sprinkling with water, or other means necessary to accomplish the suppression of dust.

During the term of this contract, Contractor's operations shall conform to applicable laws and regulations of the South Coast Air Quality Management District, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control and abate water and air pollution.

Contractor shall comply with and meet all requirements, if applicable, of Rule 1186.1 Less Polluting Sweepers, Section (d) Requirements for Fleet Operators: For Affected Governmental Agencies Contracting for Sweeping Services: (2). Appendix A.

16. REQUIRED MONTHLY DOCUMENTATION

Sweeping equipment shall be equipped with a speed-monitoring device. Contractor shall submit with the monthly statement the following terms:

1. A Tac-o-graph report showing the speed and miles swept on each sweeper used for this contract.
2. Corrective action request/completion/resolution report.
3. Copies of dump/disposal tickets and tonnage reports.

17. PREVENTATIVE MAINTENANCE/SPILL RESPONSE

Contractor shall focus on spill prevention, spill control, and spill cleanup at all times while on County Street Sweeping activities. Contractor shall practice safe storage practices of all chemicals and oils at all times while on County Street Sweeping activities. Contractor shall readily cleanup any spills associated with their Sweeping activities including: fuel spillage during refueling activities, hydraulic leaks, etc.

Contractor shall submit a Spill Control Plan, or policy addressing response to spills both internal and external of the organization. Contractor shall submit a Preventative Maintenance Plan, or policy addressing preventative maintenance internal to the organization.

18. EXTRA WORK

- A. All extra work must have written approval prior to the work being performed.

- B. Any products or services not otherwise specified in this specification shall be negotiated between the Contractor and the County at a price agreed upon by both parties.

19. PERFORMANCE EVALUATION

- A. The performance of the maintenance work will be reviewed and monitored by the County on an ongoing basis.
- B. The County may review work at any given time with or without the presence of the Contractor.
- C. During these reviews, the County will utilize an Street Sweeping Evaluation Checklist to document the findings.
- D. Implementing a rating scale for designated Street Sweeping tasks and overall performance will be evaluated on a point system. A rating falling below 75% of all possible points will be deemed unsatisfactory.
- E. **A 10% reduction of the monthly payment amount will be assessed for each month the evaluation rating is defined unsatisfactory. Two consecutive ratings may, at the discretion of the County, result in termination of the entire contract.**

ESTIMATED MILEAGE

County Areas	FREQUENCY	CURB MILES
Bermuda Dunes	2 x month	35.85
Cherry Valley	2 x month	4.23
French Valley	2 x month	143.65
Hemet	2 x month	193.13
Highgrove	2 x month	39.19
Homegardens	2 x month	51.40
Homeland	2 x month	19.77
Horsethief Canyon	2 x month	38.88
Lake Elsinore	2 x month	4.25
Lake Mathews	2 x month	54.65
Mead Valley	2 x month	1.17
Mecca	2 x month	2.44
Silverhawk	2 x month	66.05
Sun City	2 x month	21.99
Temecula	2 x month	28.93
		705.58

City of Menifee	2 x month	425.55
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City of Wildomar	2 x month	52.79
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Area/Medians	FREQUENCY	Median Curb Miles
Highgrove/Center St.	2 x month	1
Home Gardens/Magnolia Ave	2 x month	4
Horsethief Canyon	2 x month	2
Menifee/Cherry Hills Blvd	2 x month	1
Menifee/McCall Blvd	2 x month	1
Menifee/Antelope Rd	2 x month	3
Menifee/Newport Rd	2 x month	1
Temecula/Murrieta Hot Springs	2 x month	2
		15

	Total Curb Miles	1198.92
	Times Swept Per Month	2
	TOTAL MONTHLY CURB MILES	2397.84

**EXHIBIT B
PAYMENT PROVISIONS**

CSA 152 STREET SWEEPING	
Description	Labor, Equipment, and Disposal Costs, Total.
PER CURB MILE	\$18.98
PER HOUR	\$78.00