

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 10/27/14

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

153



**FROM:** Waste Management Department

**SUBMITTAL DATE:**  
 September 30, 2014

**SUBJECT:** Approval of Service Agreement with Johnson Rental Services for Water Truck Rental Service at Landfill Sites via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received, 5/5 [\$125,000; Waste Enterprise Funds].

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

1. Approve and authorize the Chairman of the Board of Supervisors to execute the attached Service Agreement with Johnson Rental Services for the annual amount of \$125,000, which contains an option to renew the agreement for four additional one-year periods, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4 to exercise the renewal option, based on availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.
3. Direct the Clerk of the Board to file one executed copy and return three (3) original signed copies to the Waste Management Department.

**BACKGROUND:**

**Summary**

(Continued on Page 2)

*[Signature]*  
 Hans Kernkamp  
 General Manager-Chief Engineer

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 62,500	\$ 125,000	\$	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

<b>SOURCE OF FUNDS:</b> Waste Management Department Enterprise Funds	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 14/15 – 18/19

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *[Signature]*  
 Alex Gann  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Stone and Ashley  
**Nays:** None  
**Absent:** Benoit  
**Date:** November 4, 2014  
**xc:** Waste, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 COUNTY

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

**Prev. Agn. Ref.:** District: 5/5 **Agenda Number:**

12-1

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Service Agreement with Johnson Rental Services for Water Truck Rental Service at  
Landfill Sites via the Competitive Bidding Process, With Only One Responsive/Responsible Bid  
Received, 5/5 [\$125,000; Waste Enterprise Funds].**

**DATE: September 30, 2014**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

On June 18, 2014 Purchasing, on behalf of Riverside County Waste Management Department (RCWMD), posted Request for Quotation, RFQ# WMARC-248 Water Truck Service on PublicPurchase.com. The department solicited bids from eight different vendors through email communications in addition to posting on the Public Purchase website. The RFQ closed on July 8, 2014 with only one bid response from Johnson Rental Services.

The department is seeking this service to assist with mitigation of dust due to customer traffic at the landfill sites on a daily basis. Controlling dust, which can prevent clear visibility, provides a safe work environment to both RCWMD staff and customers, as well as it ensures compliance with the applicable regulatory requirements for dust control. The water truck rentals will augment the RCWMD's water trucks when equipment is non-operational due to routine scheduled maintenance and repairs.

**Impact on Citizens and Businesses**

This contract ensures dust control within the landfills in the most cost effective manner and in compliance with South Coast Air Quality Management District regulations.

**Contract History and Price Reasonableness**

This RFQ# WMARC-248 for RCWMD included bid options for rental services to include operators and non-operated rental units for water trucks. The pricing provided by Johnsons Rental Services is comparable to pricing obtained by the Riverside County Flood Control and Water Conservation District for rental services for the same water truck unit. Prices quoted by Johnson Rental Services for weekly and monthly rental rates are a 22% and 23% discount off rental rates obtained through market research through internet quotes and telephone inquiries. While the Public Service Agreement does not specify or guarantee a minimum number of rental hours, to allow for the ability to provide for maximum anticipated rental needs, the annual contract amount is based on rental of two units at the weekly rental rate for fifty two weeks. Rental will be coordinated only as needed.



**Riverside County  
Waste Management Department**

*Hans W. Kernkamp, General Manager-Chief Engineer*

Date: September 25, 2014

From: Fouad Mina, Engineering Project Manager      Department/Agency: Waste

To: Board of Supervisors/Purchasing Agent

Via: Patti Guerrero, Buyer-II

Subject: Sole Source Procurement; Request for Water Truck Non-Operator Rental Services Agreement via Competitive Bidding Process, With Only One Responsive/Responsible Bid.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**1. Supply/Service being requested:**

Water Truck rental service for Riverside County Waste Management Department (RCWMD) landfill sites.

**2. Supplier being requested:**

Johnson Rental Services  
800 East La Cadena Drive  
Riverside, CA 92507

**3. Alternative suppliers that can or might be able to provide supply/service:**

Yes, however other vendors who were notified did not respond to bid request.

**4. Extent of market search conducted:**

Searched internet, contacted other county departments, pulled list of vendor contacts from Public Purchase and PeopleSoft for vendors and obtained contact information to solicit bids.

**5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

Vendor is local to the County of Riverside, and is the only one responsive/responsible bid received.

**6. Reasons why my department requires these unique features and what benefit will accrue to the county:**

The department is seeking this service to assist with mitigation of dust due to customer traffic at the landfill sites on a daily basis. Controlling dust, which can prevent clear visibility, provides a safe work environment to both RCWMD staff and customers, as well as it ensures compliance with the applicable regulatory requirements for dust control. The water truck rentals will augment the RCWMD's water trucks when equipment is non-operational due to routine scheduled maintenance and repairs.

**7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:**

RFQ# WMARC-248 for RCWMD included bid options for rental services to include operators and non-operated rental units for water trucks. The pricing provided by Johnsons Rental Services is comparable to pricing obtained recently by the Riverside County Flood Control and Water Conservation District for rental services for the same water truck unit. The price quoted by Johnsons

14310 Frederick Street • Moreno Valley, CA 92553 • (951) 486-3200 • Fax (951) 486-3205 • Fax (951) 486-3230

[www.rivcowm.org](http://www.rivcowm.org)



**Riverside County**  
**Waste Management Department**

Hans W. Kernkamp, General Manager-Chief Engineer

Rental Services for weekly and monthly rental rates are a 22% and 23% discount off rental rates obtained through market research through internet quotes and telephone inquiries.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No

9. Period of Performance:

This request is for a one year contract agreement with a start date effective upon signatures of both parties for service agreement WMARC-97534-001-09/15 with an expiration date of September 28, 2015; which contains an option to renew the agreement for four additional one-year periods ending September 28, 2019. The maximum contract amount will not exceed \$125,000 annually.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)

  
 Department Head Signature

10/9/14  
 Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 125,000 One time  Annual Amount through 9-28-2019

  
 Purchasing Agent

10-7-14  
 Date

15-238  
 Approval Number  
 (Reference on Purchasing Documents)

**SERVICE AGREEMENT**

for

**WATER TRUCK RENTAL SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**JOHNSON RENTAL SERVICES**

14 OCT -1 PM 2:30  
COUNTY OF RIVERSIDE  
WASTE MANAGEMENT



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This Agreement, made and entered into this day \_\_\_\_ of \_\_\_\_\_, 2014, by and between Johnson Rental Services (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 (2) two pages at the prices stated in **Exhibit B**, Payment Provisions, consisting of (1) one page(s).

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 shall not be construed as a release of CONTRACTOR's responsibility from full compliance with the terms of this Agreement.

2. **Period of Performance**

2.1 This Agreement shall be effective upon signature by both parties and continue in effect through September 29, 2015 with the option to renew for (4) four additional years; each year shall be renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall be ready to commence performance upon signature of this Agreement by both parties and shall diligently perform services on an as needed basis as requested by the COUNTY. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

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 \$125,000 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 written notice for price adjustment is required by CONTRACTOR to be considered by COUNTY. No retroactive price adjustments will be considered. Any price increases must be formalized 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 (Water Truck Rental Services) 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. CONTRACTOR shall prepare and submit invoices in duplicate. CONTRACTOR shall send the original and duplicate copies of invoices to:

Riverside County Waste Management Department

Attn: Accounts Payable

14310 Frederick Street

Moreno Valley, CA 92553

Email: wasteaccountspayable@co.riverside.ca.us

- 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 (WMARC-97534-001-09/14); 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 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 or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or service 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 noticed 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 that may 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 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7. 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. The material, reports or products 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 the 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 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 particulars 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 Waste Management  
14310 Frederick Street  
Moreno Valley, CA 92553**

**CONTRACTOR**

**Johnson Rental Services  
800 East La Cadena Drive  
Riverside, CA 92507**

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](http://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. 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.

21.3 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.

21.4 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.

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.

**A. 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.

**B. 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.

**C. Vehicle Liability:**

If vehicles or mobile equipment is 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.

**D. 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 exceeds \$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 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.

<b>COUNTY:</b>	<b>CONTRACTOR:</b>
County of Riverside	Johnson Rental Services

Board of Supervisors	800 East La Cadena Drive
4080 Lemon Street 5 <sup>th</sup> Floor	Riverside, CA 92507
Riverside, CA 92501	

Signature: Jeff Stone

Print Name: JEFF STONE

Title: Chairman of the Board

Dated: NOV 04 2014

Signature: Terry Purvis

Print Name: Terry Purvis

Title: Field Rep

Dated: 9/26/14

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 11/2/14

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]  
DEPUTY



**EXHIBIT A**

**SCOPE OF WORK**

**1.0 SCOPE OF WORK:**

**1.1** CONTRACTOR is to provide Water Truck Service non-operated at the Lamb Canyon and Badlands Landfill sites on a daily scheduled basis. If deemed necessary for any reason, Riverside County Waste Management Department, RCWMD shall have the option to change the schedule or frequency of service as necessary due to site conditions, weather, or time of year.

**2.0 Locations:**

- Lamb Canyon Landfill, 16411 Lamb Canyon Road, Beaumont CA 92223 (Refer to Attachment A-Vicinity Map)
- Badlands Landfill, 31125 Ironwood Avenue, Moreno Valley, CA 92555 (Refer to Attachment B-Vicinity Map)

**3.0 Permits:**

**3.1** During the term of this contract, CONTRACTOR shall conform with all applicable rules and requirements mandated by regulations of local, State and Federal Government pertaining to the operation of water trucks. Copies are required to be provided upon request by the COUNTY and before award of contract.

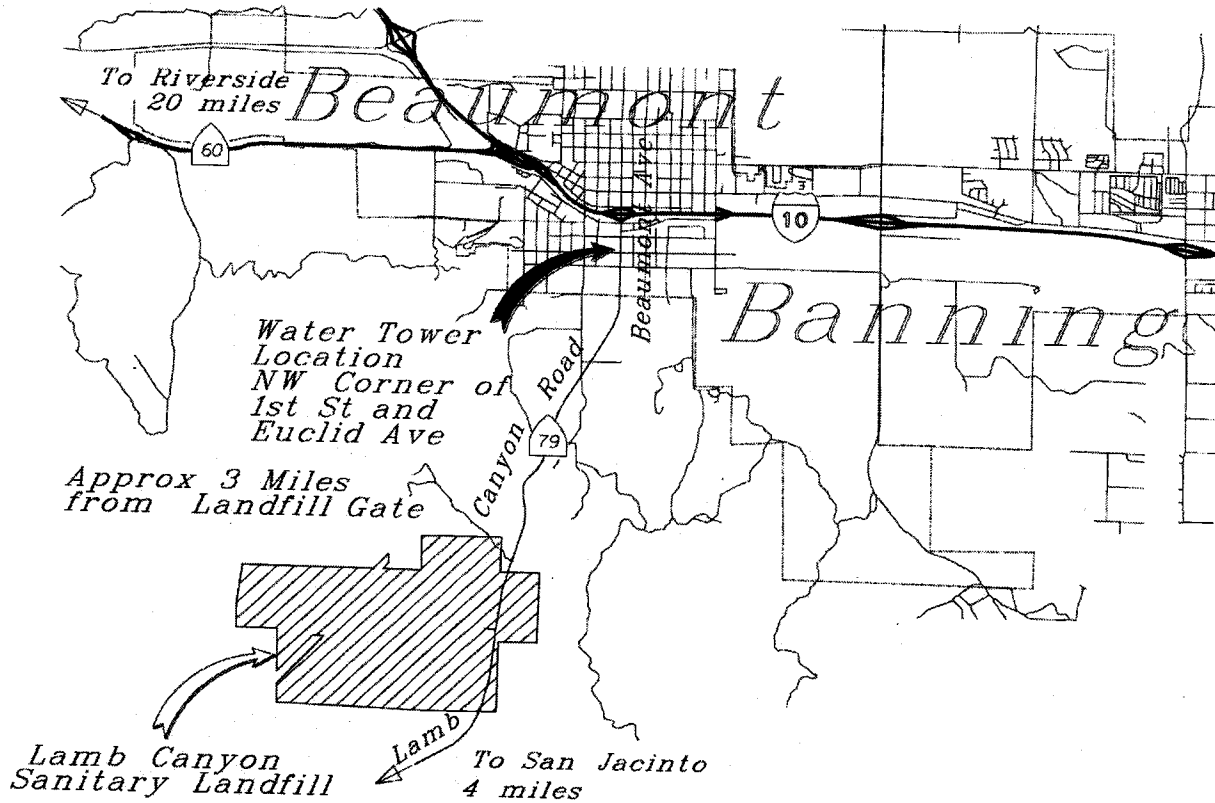
**4.0 Contractors Responsibilities:**

- 4.1** The CONTRACTOR shall provide one non-operated 4,000-gallon water truck(s) at each landfill (Lamb Canyon and Badlands). This service shall include parts, materials, and operational fluids excluding fuel, equipment, tools, supplies, travel/transportation, labor, facilities, and supervision to perform all work necessary for the service, including vehicle maintenance, licensing and/or permitting at no additional cost.
- 4.2** Water trucks(s) shall be complete with all the necessary operation components and accessories customarily furnished for use for the described use/service. In addition, the truck(s) must be equipped with (hoses, reels, and sprayers at all 4 sides, 3-axel, 4- or 6-wheel drive /suction pump with pressure regulator, etc.). Truck(s) must have top loading capability. The water trucks must be equipped with a backup warning device that operates automatically while the vehicle is backing.
- 4.3** The CONTRACTOR shall provide the water trucks for a total of up to 2,500 hours per year at each site. No minimum number of hours per year for this service is specified in this Agreement or is guaranteed.
- 4.4** The CONTRACTOR shall make the trucks available to start the contracted services within five (5) calendar days immediately after notice of award and receipt of Purchase Order (PO) from RCWMD.
- 4.5** All equipment shall be in good mechanical condition and shall not leak oil or other fluids. If the RCMWD deems a piece of equipment unsuitable, the CONTRACTOR shall respond to repair service calls made by designated COUNTY representative within 24 hours of receipt of call. If repairs cannot be made to the truck(s) within one business day, the CONTRACTOR shall provide a replacement unit.
- 4.6** The COUNTY shall not be liable for normal wear and tear or degradation of equipment (i.e. minor nicks, scratches, and dents).


### Attachment A Lamb Canyon Vicinity Map


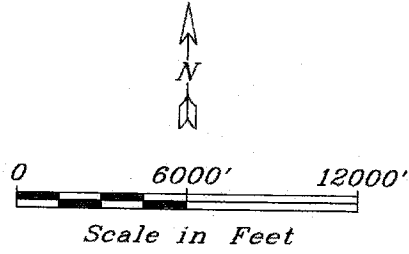
## Lamb Canyon Sanitary Landfill Vicinity Map

Por. Secs. 20, 21, 28, 29 & 30 T3S R1W S.B.B.M.



#### Legend

- Paved Access Roads ———
- Freeways (Hwys 60 & I-10) ———
- Other Roads ———
- City Boundaries ———
- Sanitary Landfill 



Riverside County  
**Waste Management Department**

Lamb Canyon Sanitary Landfill

### Vicinity Map

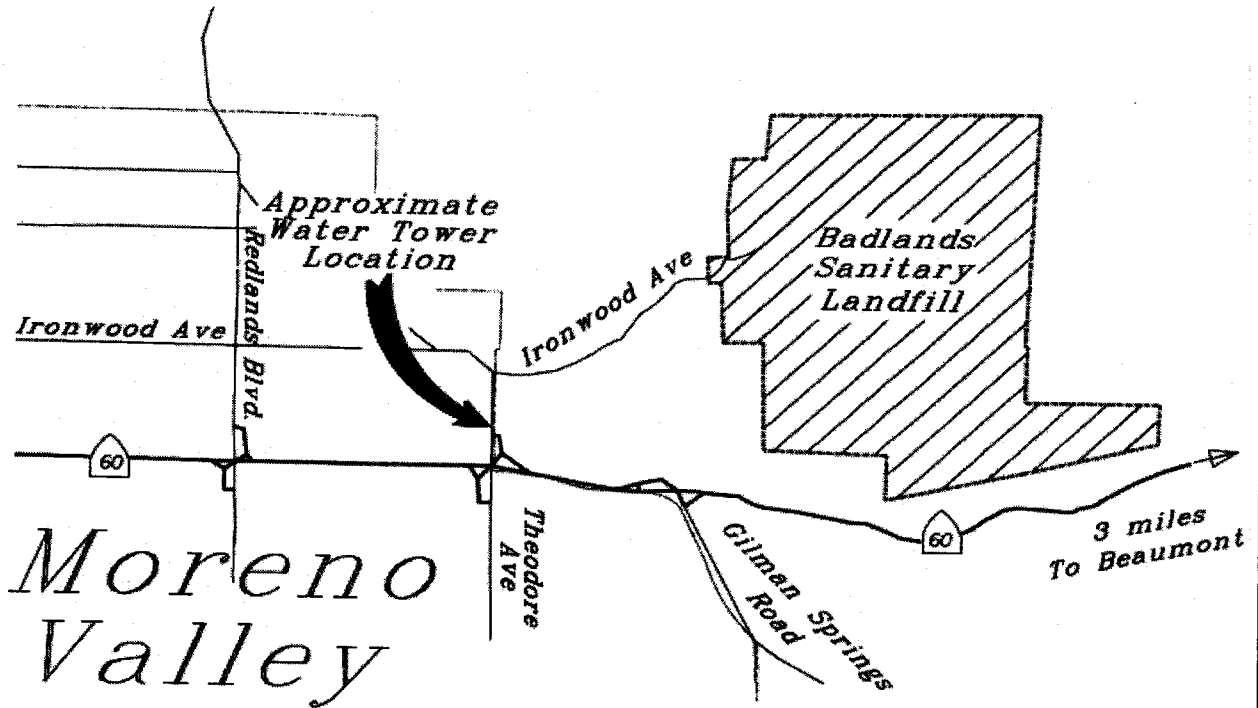
File Directory: T:\Sites\Lamb14c\Operations\Water Truck Service Date: April 2014

Photo Date: Scale: 1"=6000'

# ATTACHMENT B Badlands Vicinity Map

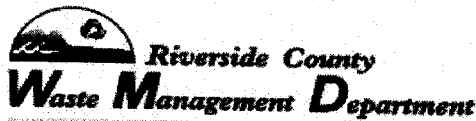
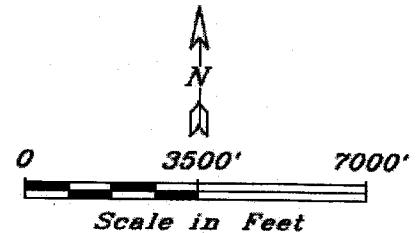
## Badlands Sanitary Landfill Vicinity Map

Por. Secs. 4 & 5 T3S R2W &  
Sec. 32 T2S R2W S.B.B.M.



### Legend

- Paved Access Roads
- Freeway (Highway 60)
- Other Roads
- City Boundary
- Sanitary Landfill



Badlands Sanitary Landfill  
Vicinity Map

File Directory: /wmls2\_cd/sites/vicinity\_maps/bavicinity2.dgn

Date: Oct 2005

Scale: 1"=3500'

**EXHIBIT B****PAYMENT PROVISION**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Price</b>
Water Truck Service One Non-Operated Lamb Canyon Landfill	2011 or Newer Freightliner 4,000 Gallon Capacity	Price per Day	\$300
Water Truck Service One Non-Operated Lamb Canyon Landfill	2011 or Newer Freightliner 4,000 Gallon Capacity	Price per Week	\$1,200
Water Truck Service One Non-Operated Lamb Canyon Landfill	2011 or Newer Freightliner 4,000 Gallon Capacity	Price per Month	\$3,600
Water Truck Service One Non-Operated Badlands Landfill	2011 or Newer Freightliner 4,000 Gallon Capacity	Price per Day	\$300
Water Truck Service One Non-Operated Badlands Landfill	2011 or Newer Freightliner 4,000 Gallon Capacity	Price per Week	\$1,200
Water Truck Service One Non-Operated Badlands Landfill	2011 or Newer Freightliner 4,000 Gallon Capacity	Price per Month	\$3,600
Delivery Charge Lamb Canyon Landfill	Delivery Charge	Per Unit	\$155
Pickup Charge Lamb Canyon Landfill	Pickup Charge	Per Unit	\$155
Delivery Charge Badlands Landfill	Delivery Charge	Per Unit	\$105
Pickup Charge Badlands Landfill	Pickup Charge	Per Unit	\$105