

FORM APPROVED COUNTY COUNSEL 11/13/14
DATE
BY: GREGORY P. PRIAMOS
FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: JEANINE J. REY Departmental Concurrence

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

402B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 2, 2014

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

RECOMMENDED MOTION: That the Board of Supervisors:

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

BACKGROUND:

Summary

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

Continued on Page 2

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P8/164986

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,220	\$ 5,220	\$ 15,660	N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 5,220	\$ 5,220	\$ 15,660	N/A	
SOURCE OF FUNDS: 15100 947200 522320 Administration Maintenance-Grounds				Budget Adjustment: No	
				For Fiscal Year: 14/15 – 16/17	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione and Ashley
Nays: None
Absent: Benoit
Date: December 2, 2014
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

11-2

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

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

DATE: December 2, 2014

PAGE: Page 2 of 2

Impact on Residents and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

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

Contract History and Price Reasonableness

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

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P8/164986

CONTRACTOR SERVICES AGREEMENT
PARKING LOT SWEEPER SERVICES
(FY 2014/15 through FY 2016/17)

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Super Sweepers, Inc., hereinafter called "CONTRACTOR", hereby agree as follows:

1. PROJECT – CONTRACTOR shall provide parking lot sweeper services for DISTRICT'S office located at 1995 Market Street, Riverside County, California in accordance with all applicable federal, state, and local laws and regulations.
2. SCOPE OF SERVICES – DISTRICT hereby retains CONTRACTOR, as an independent contractor, to furnish tools, equipment, facilities, materials, labor, and other incidental services necessary to perform in a complete, skillful and professional manner those services as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof. CONTRACTOR shall not perform any additional work, including any optional pressure wash or steam cleaning, except as directed by DISTRICT in writing.
3. TIME FOR PERFORMANCE – CONTRACTOR shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONTRACTOR with a written Notice to Proceed authorizing CONTRACTOR to initiate work pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed. The term of this Agreement shall commence on the date it is executed by DISTRICT'S Board of Supervisors and shall terminate at midnight on June 30, 2017.
4. COMPENSATION – DISTRICT shall pay CONTRACTOR for actual services satisfactorily performed and expenses incurred in accordance with the fee rates as set forth on Attachment "B" attached hereto and made a part hereof. The amount of compensation

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

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

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

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

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

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

3 RIVERSIDE COUNTY FLOOD CONTROL
 4 AND WATER CONSERVATION DISTRICT
 5 1995 Market Street
 6 Riverside, CA 92501
 Attn: Finance Division

SUPER SWEEPERS, INC.
 Post Office Box 9071
 Alta Loma, CA 91701
 Attn: Trisha Walker

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

11 Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold
 12 DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be
 13 maintained, at its sole cost and expense, the following insurance coverages during the term
 14 of this Agreement:
 15

16 A. Workers' Compensation

17 If CONTRACTOR has employees as defined by the State of California,
 18 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
 19 (Coverage A) as prescribed by the laws of the State of California. Policy shall
 20 include Employer's Liability (Coverage B) including Occupational Disease with
 21 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to
 22 waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed
 23 Servant/Alternate Employer endorsement.
 24

25 B. Commercial General Liability

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

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

12
13 C. Vehicle Liability

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

24 D. General Insurance Provisions – All Lines

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

1 Manager. If the County's Risk Manager waives a requirement for a particular
2 insurer such waiver is only valid for the specific insurer and only for one policy
3 term.
4

5 ii. CONTRACTOR must declare its insurance self-insured retention for each
6 coverage required herein. If any such self-insured retention exceeds \$500,000
7 per occurrence each such retention shall have the prior written consent of the
8 County Risk Manager before the commencement of operations under this
9 Agreement. Upon notification of self-insured retention deemed unacceptable to
10 DISTRICT, and at the election of the County's Risk Manager,
11 CONTRACTOR'S carriers shall either: 1) reduce or eliminate such self-insured
12 retention with respect to this Agreement with DISTRICT, or 2) procure a bond
13 which guarantees payment of losses and related investigations, claims
14 administration, and defense costs and expenses.
15

16 iii. CONTRACTOR shall cause their insurance carrier(s) to furnish DISTRICT
17 with 1) a properly executed original certificate(s) of insurance and certified
18 original copies of endorsements effecting coverage as required herein; and 2) if
19 requested to do so orally or in writing by the County Risk Manager, provide
20 original certified copies of policies including all endorsements and all
21 attachments thereto, showing such insurance is in full force and effect. Further,
22 said certificate(s) and policies of insurance shall contain the covenant of the
23 insurance carrier(s) that a minimum of thirty (30) days written notice shall be
24 given to DISTRICT prior to any material modification, cancellation, expiration
25 or reduction in coverage of such insurance. If CONTRACTOR insurance
26 carrier(s) policies does not meet the minimum notice requirement found herein,
27
28

1 CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a
2 30 day Notice of Cancellation Endorsement. In the event of a material
3 modification, cancellation, expiration or reduction in coverage, this Agreement
4 shall terminate forthwith, unless DISTRICT receives, prior to such effective
5 date, another properly executed original certificate of insurance and original
6 copies of endorsements or certified original policies, including all endorsements
7 and attachments thereto, evidencing coverages set forth herein and the insurance
8 required herein is in full force and effect. An individual authorized by the
9 insurance carrier to do so on its behalf shall sign the original endorsements for
10 each policy and the certificate of insurance.
11

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

17
18 v. If, during the term of this Agreement or any extension thereof, there is a
19 material change in the scope of services; or there is a material change in the
20 equipment to be used in the performance of the scope of work which will add
21 additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the
22 term of this Agreement, including any extensions thereof, exceeds five (5)
23 years, DISTRICT reserves the right to adjust the types of insurance required
24 under this Agreement and the monetary limits of liability for the insurance
25 coverage currently required herein, if, in the County Risk Manager's reasonable
26 judgment, the amount or type of insurance carried by CONTRACTOR has
27 become inadequate.
28

- vi. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- viii. CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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

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

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

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

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

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

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

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

- 15 A) Terminate this Agreement without cause upon providing CONTRACTOR thirty (30)
16 days written notice stating the extent and effective date of termination; or
17 B) Upon five (5) days written notice, terminate this Agreement for CONTRACTOR
18 default, if CONTRACTOR refuses or fails to comply with the provisions of this
19 Agreement or fails to make progress so as to endanger performance and does not cure
20 such failure within a reasonable period of time. In the event of such termination,
21 DISTRICT may proceed with the work in a manner deemed proper to DISTRICT.

22 In the event DISTRICT issues a Notice of Termination, CONTRACTOR shall stop
23 all work under this Agreement on the date specified in the Notice of Termination.
24
25
26
27
28

1 In the event DISTRICT terminates this Agreement, DISTRICT shall make
2 payment for all services satisfactorily performed in accordance with this
3 Agreement to the date of termination and at the costs set forth in Attachment "B".
4 Notwithstanding any of the other provisions of this Agreement,
5 CONTRACTOR'S rights under this Agreement shall terminate (except for fees
6 accrued prior to the date of termination) upon dishonesty, or a willful or material
7 breach of this Agreement by CONTRACTOR; or in the event of
8 CONTRACTOR'S unwillingness or inability for any reason whatsoever to
9 perform the duties hereunder; or if the Agreement is terminated pursuant to
10 Section 16 (NON-DISCRIMINATION). In such event, CONTRACTOR shall not
11 be entitled to any further compensation under this Agreement. The rights and
12 remedies of DISTRICT provided in this section shall not be exclusive and are in
13 addition to any other rights and remedies provided by law or under this
14 Agreement.
15
16

17 12. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by
18 CONTRACTOR without the prior written consent of DISTRICT.
19

20 13. INDEPENDENT CONTRACTOR – CONTRACTOR and the agents and employees of
21 CONTRACTOR shall act at all times in an independent capacity during the term of this
22 Agreement and in the performance of the services to be rendered hereunder and shall not
23 act as or shall not be and shall not in any manner be considered employees or agents of
24 DISTRICT.
25

26 14. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
27 accordance with the laws of the State of California. If any provision of this Agreement is
28 held by a court of competent jurisdiction to be invalid, void or unenforceable, the

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

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

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

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

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

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

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

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

23 //

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


2
3 DEC 02 2014

4 (to be filled in by Clerk of the Board)

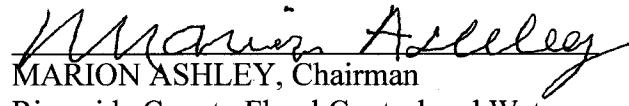
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6 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

7
8 By


WARREN D. WILLIAMS
General Manager-Chief Engineer

By


MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

9
10
11 APPROVED AS TO FORM:

ATTEST:

12 GREGORY P. PRIAMOS
13 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

14
15 By


NEAL KIPNIS
Deputy County Counsel

By


Deputy

16
17
18 (SEAL)

19
20
21
22
23
24
25 Contractor Services Agreement (FY 2014/15 – FY 2016/17)
26 w/Super Sweepers, Inc.
27 10/27/14
28 TT:AMR:blm

SUPER SWEEPERS, INC.By 

TIMOTHY MORRISON

President/Owner

Contractor Services Agreement (FY 2014/15 – FY 2016/17)

w/Super Sweepers, Inc.

10/27/14

TT:AMR:blm

RECEIVED
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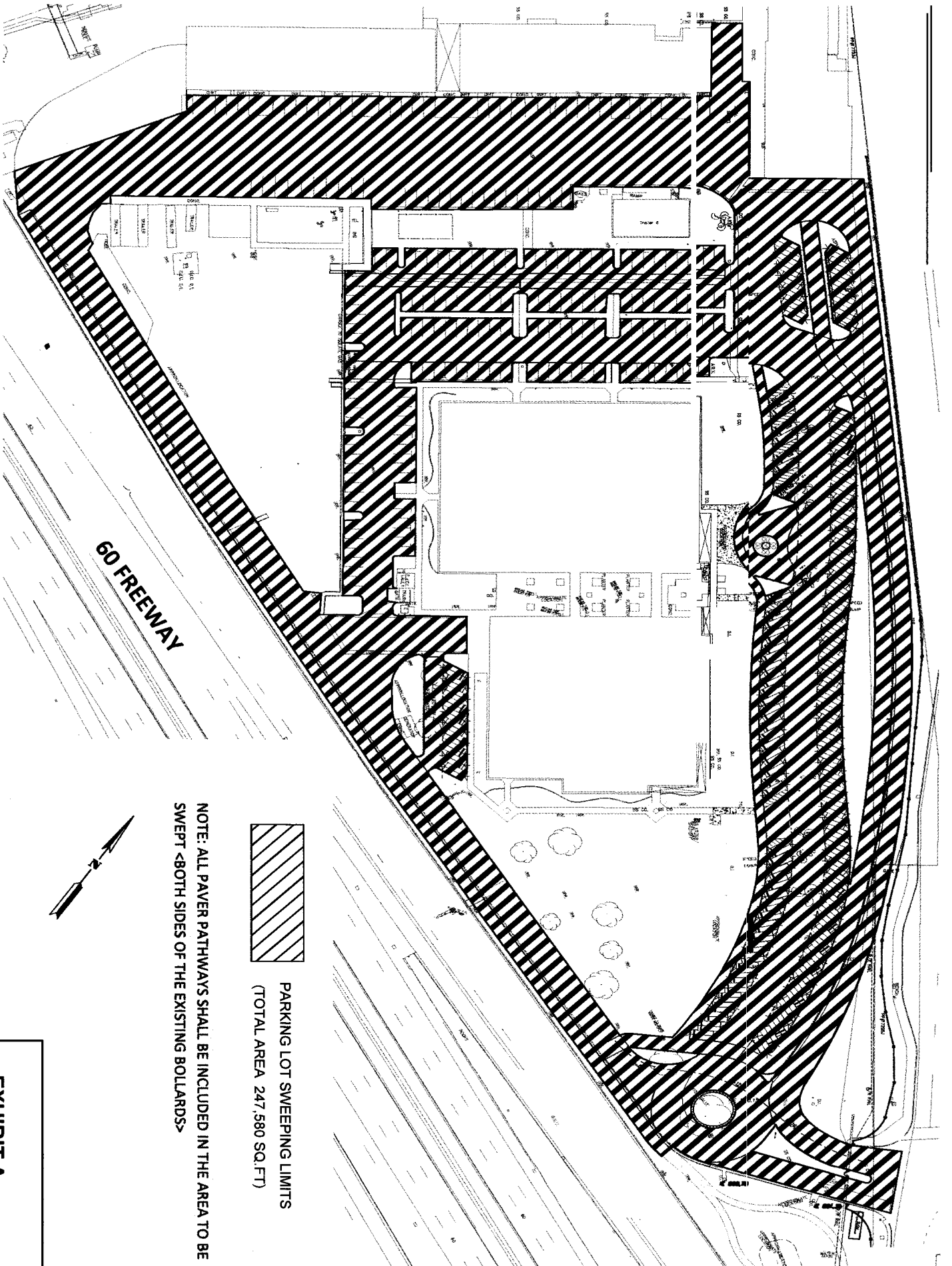
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

ATTACHMENT A

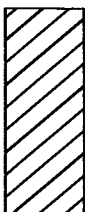
SCOPE OF SERVICES

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

MARKET STREET



60 FREEWAY



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

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

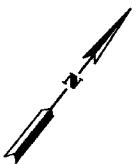


EXHIBIT A

ATTACHMENT B

Fee Rates

1. Cost for Services per month: \$385.00

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

ADDITIONAL WORK ON AN AS NEEDED BASIS:

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

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