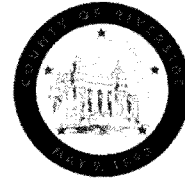


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.30
(ID # 5422)

MEETING DATE:

Tuesday, October 17, 2017

FROM : TLMA-TRANSPORTATION:


SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approve and execute the Personal Service Agreement with CR&R Inc. for Street Sweeping Services for five (5) years through June 30, 2022. All Districts [\$3,961,205 Total Cost]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Personal Services Agreement between the County of Riverside (County) and CR&R Inc. for CSA 152 Street Sweeping Services for the Transportation Department; and
2. Approve the annual amount of \$792,241 annually for 5 years through June 30, 2022; and
3. Authorize the Chairman of the Board to execute the same; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement.


ACTION:


Patricia Romo, Director of Transportation 10/5/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 17, 2017
xc: Transp., Purchasing

Kecia Harper-Ihem
Clerk of the Board
By  Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 792,241	\$ 792,241	\$ 3,961,205	\$
NET COUNTY COST	\$	\$	\$	\$
			Budget Adjustment:	No
			For Fiscal Year:	17/18 - 21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

County Service Area (CSA) 152 (Countywide) provides street sweeping services in selected residential areas of the County of Riverside (County) where property owners have voted to assess themselves for the service. Assessments are collected by the Economic Development Agency (EDA) and the County Transportation Department (Transportation Department) is responsible for administering the street sweeping services.

The Transportation Department utilizes contract services to perform street sweeping. On February 6, 2017 the Purchasing department released a Request for Proposal (RFP) on the Public Purchase website for Countywide street sweeping services. Four responses were received, with proposals submitted by CR&R, Clean Street, Pacific Sweeping and DBI Services. The proposals were reviewed by an evaluation committee consisting of personnel from the Transportation and Land Management Agency (TLMA) familiar with the proposed service. The evaluation committee reviewed and scored each proposal based on the bidder's responses to the scope of work requirements, the ability to perform, equipment capabilities, licenses required, references and the overall cost. CR&R Inc. was selected as the lowest cost, most responsive/responsible bidder. The Transportation department recommends approval of the Personal Service Agreement with CR&R Incorporated in the not-to-exceed amount of \$792,241 annually for five years

Total Monthly Curb Miles	Per Curb Mile Rate	Monthly Cost	Annualized Cost	20% Annual Contingency	Annualized Total
2,859.50	\$19.24	\$55,017	\$660,201	\$132,040	\$792,241

The annual contingency percentage of 20% 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, and any CPI price increases (as approved by TLMA and the Purchasing Agent).

Impact on Residents and Businesses

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

Street sweeping increases a community's cosmetic appeal and serves the community and businesses with significant environmental benefits. Debris collected by street sweepers includes sediment, rubbish, metals, petroleum products and green waste. Regular street sweeping reduces the likelihood of any of these pollutants entering our storm water systems. By keeping the gutters and drains clear also reduces the chances of flooding in the event of heavy rain.

Only residences in selected residential areas of the County where property owners voted to assess themselves for the service will be impacted by this agreement.

SUPPLEMENTAL:

Additional Fiscal Information

The street sweeping services will be funded with CSA 152 assessment funds. No county funds will be used for this service.

Contract History and Price Reasonableness

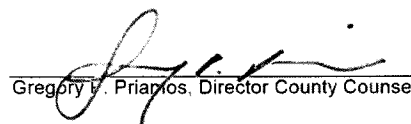
Four bids were received on March 16, 2017 ranging from \$923,047 to \$1,233,588. CR&R submitted a per a mile rate of \$19.24 which corresponds to an annual cost proposal of \$660,201 for existing mileage. The other bidders proposed mileage rates were \$23.47, \$26.90, and 35.95 with a corresponding annual cost ranging from \$923,047 to \$1,233,588. CR&R Incorporated is located in Perris, California.

ATTACHMENTS:

ATTACHMENT A. Personal Services Agreement


Mark Whitesell, Procurement Services Manager

9/28/2017


Gregory V. Priamos, Director County Counsel

10/10/2017

PERSONAL SERVICE AGREEMENT

for

**STREET SWEEPING SERVICES
(COUNTY SERVICE AREA 152)**

between

COUNTY OF RIVERSIDE

and

CR&R INCORPORATED



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility.....	7
10. Subcontract for Work or Services.....	8
11. Disputes	8
12. Licensing and Permits	9
13. Use by Other Political Entities.....	9
14. Non-Discrimination	9
15. Records and Documents	9
16. Confidentiality	10
17. Administration/Contract Liaison	10
18. Notices	10
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification.....	11
22. Insurance	12
23. General	14
Exhibit A-Scope of Service	17
Exhibit B- Payment Provisions.....	28

This Agreement, made and entered into this _____ day of October, 2017, 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, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

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 the terms of this 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 continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. 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 \$792,241 annually including all expenses, including an annual contingency of 20% to cover 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 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 (if applicable). 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:

TLMA – TRANSPORTATION AND LAND MANANGMENT AGENCY

ATTN: MARK HUGHES

4080 LEMON STREET, 8TH FLOOR

RIVERSIDE, CA 92501

- 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-96874-00006-06/22; 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, and invoices shall be rendered “monthly” in arrears. 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, and 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, are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are 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 may 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, s/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.

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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a 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 that the 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/Employment Eligibility

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

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 contract Compliance Officer who shall furnish the decision in writing. The decision of the COUNTY's Contract Compliance 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 the State of California. 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 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 Director of Transportation 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

TLMA – TRANSPORTATION LAND
MANAGEMENT AGENCY
ATTN: MARK HUGHES
4080 LEMON STREET
RIVERSIDE, CA 92501

CONTRACTOR

CR&R INCORPORATED
ATTN: ALEX BRAICOVICH
1706 GOETZ ROAD
PERRIS, CA 92570

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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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 which by attachment hereto are incorporated herein, 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 

JOHN TAVAGLIONE
Board of Supervisors

Dated: OCT 17 2017

CR&R INCORPORATED

By: 

Name: J. A. Brancovich
Title: Sr. Reg. V.P.

Dated: 9/20/17

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 

Marsha L. Victor,
Chief Deputy County Counsel

EXHIBIT A**1.0 General Requirements & Notes**

- 1.1 The CONTRACTORS primary objective of this street sweeping Personal Services Agreement 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.
- 1.2 CONTRACTOR shall meet wage and reporting requirements as set forth in this Personal Service Agreement.
- 1.3 CONTRACTOR shall furnish all necessary legal transportation, permits, insurance and taxes, in their performance of the scope of services.
- 1.4 CONTRACTOR shall provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary in their performance of the scope of services.
- 1.5 CONTRACTOR shall schedule work during normal working hours, Monday thru Friday, 7:00 A.M. to 5:00 P.M. CONTRACTOR shall obtain prior approval by the appropriate Transportation Department staff any and all work outside normal working hours, with the exception of emergency situations. CONTRACTOR shall not schedule or plan street sweeping services on Saturdays or Sundays.
- 1.6 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 working on COUNTY projects.
- 1.7 TRAFFIC CONTROL - Traffic Control is the sole responsibility of the CONTRACTOR. Additional traffic control may be required if existing traffic control is deemed insufficient.
- 1.8 VEHICLE LABELING – The CONTRACTOR shall provide company name and telephone number on all vehicles working on County projects. Labeling maybe permanent or temporary.
- 1.9 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 confusion, 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. Vehicles shall be in good working order, safe, legally registered to the Company, well maintained, and good in appearance.
- 1.10 VEHICLE OCCUPANCY – CONTRACTOR shall not exceed passenger vehicle occupancy safety ratings.
- 1.11 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.
- 1.12 DRIVER LICENSING – CONTRACTOR shall ensure that 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.

- 1.13 EMERGENCY SERVICES – The CONTRACTOR shall make available emergency service on a 24 hour a day, seven day per week basis
- 1.14 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.

2.0 QUALITY ASSURANCE/INSPECTION

- 2.1 CONTRACTOR agrees that 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 any time. 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 in conformance with the terms of this Scope of Service at no additional cost to the COUNTY. When the services to be performed are of such nature that the difference cannot be corrected, the COUNTY shall have the right to:
 - 2.1.1 Require the CONTRACTOR to immediately take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service.
 - 2.1.2 Reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed. The COUNTY may also terminate this Personal Service Agreement as a result of default and charge to CONTRACTOR for any costs incurred by the COUNTY because of the CONTRACTOR'S failure to perform.
- 2.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control 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.
- 2.3 The CONTRACTOR shall use an adequate number of skilled personnel 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. The COUNTY may request CONTRACTORS'S personnel be removed from the site without explanation or reason. Such personnel shall be allowed to work the rest of the day, but must be replaced by the next day or next service day, whichever is sooner.

3.0 SAFETY

- 3.1 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.

- 3.2 CONTRACTOR shall conform to all governing safety regulations.
- 3.3 CONTRACTOR is not authorized to block a traffic lane unless all legal traffic control measures are in place, and the COUNTY has been notified of the intended closure 72 hours in advance.
- 3.4 CONTRACTOR shall not trespass or perform illegal activities.
- 3.5 CONTRACTOR shall be responsible for the proper education of their employees on all equipment used by the employees. CONTRACTOR shall perform annual safety instruction.
- 3.6 CONTRACTOR shall focus on spill prevention, spill control, and spill cleanup at all times while conducting street sweeping services. CONTRACTOR shall practice safe storage practices of all chemicals at all times while on street sweeping service activities. CONTRACTOR shall readily cleanup any spills associated with their street sweeping services including any oil or hydraulic fluids.

4.0 GENERAL

- 4.1 Any debris resulting from street sweeping services shall be removed from street sweeping routes and disposed of legally offsite by the CONTRACTOR. CONTRACTOR is not permitted to leave any debris overnight.
- 4.2 CONTRACTOR shall clean roadways and other areas dirtied by his street sweeping services.
- 4.3 CONTRACTOR shall not blow any major or minor materials into the roadways at any time.
- 4.4 CONTRACTOR shall submit and maintain a current maintenance schedule for street sweeping services, and it shall be updated as needed to maintain an accurate schedule.
- 4.5 CONTRACTOR shall not wash down curbs, and gutters with water in any instance the runoff would enter a storm drain or any other waterway. CONTRACTOR shall not wash down any equipment with water on any project where runoff would enter a storm drain or any other waterway. Proper cleaning of gutters and streets, include sweeping and vacuuming. Remember - "ONLY RAIN IN THE STORM DRAIN".
- 4.6 If, during the effective period of this agreement, the CONTRACTOR violates any of the provisions of this Personal Service Agreement or fails to properly provide the service required by this Personal Service Agreement, the Personal Service Agreement will, upon thirty (30) days written notice to the CONTRACTOR, the COUNTY will initiate termination procedures of this agreement.

5.0 SWEEPING

- 5.1 The CONTRACTOR shall sweep and/or clean all public, COUNTY maintained. The term "street" shall include the paved area between the normal curb lines of the roadway, whether or not an actual curb exists. CONTRACTOR shall sweep all Gutters of all paved streets and/or rolled berms, raised medians, painted medians and intersections as follows:
 - 5.1.1 Sweeping shall normally consist of a single pass with a street sweeper at not more than 6 miles per hour over an area.
 - 5.1.2 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.

- 5.1.3 CONTRACTOR shall use water shall be used while sweeping to minimize dust.
- 5.1.4 The CONTRACTOR understands that "Sweeping" shall define the operation; however, the method shall not be limited to the use of power broom street sweeping.
- 5.1.5 CONTRACTOR understands that curbed areas that cannot be swept with power sweeping equipment, such as but not limited to narrow cul-de-sacs, median noses and portions of left turn pockets, shall be hand cleaned at the request of the COUNTY.
- 5.1.6 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.

6.0 ADDITIONAL SWEEPING

- 6.1 The CONTRACTOR shall provide additional sweeping of any of the listed streets and intersections at any time ordered by the COUNTY. The CONTRACTOR shall be compensated for each additional sweep at this Personal Service Agreement 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.
- 6.2 CONTRACTOR acknowledges that 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 price per hour stated in Exhibit B, Payment Provisions.
- 6.3 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 rate stated in Exhibit B, Payment Provisions, price per curb mile. 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 unit price per hour stated in Exhibit B, Payment Provisions, price per hour. Minimum payment will be four (4) hours.

7.0 SCHEDULE DISRUPTIONS

- 7.1 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.
- 7.2 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.

- 7.3 In the event the CONTRACTOR is prevented from completing the sweeping as provided in the approved schedule due to reasons other than inclement weather or holiday, the CONTRACTOR shall 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.

8.0 PROTECTION OF PROPERTY

- 8.1 The CONTRACTOR shall protect all public and private property in so far as it may be endangered by CONTRACTOR'S operations and take every reasonable precaution to avoid damage to such property.
- 8.2 Sit-parked mobile equipment and operable machinery, and hazardous parts subject to mischief shall be kept locked by CONTRACTOR or otherwise made inoperable whenever left unattended
- 8.3 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.

9.0 DISPOSAL OF SWEEPING ROUTES

- 9.1 CONTRACTOR shall ensure that sweeping wastes 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.

10.0 ADDED AND DELETED ROUTES

- 10.1 It is the intent of this Personal Service Agreement to provide sweeping for all public, COUNTY maintained streets in CSA 152. 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 unit price per curb-mile in this Personal Service Agreement.
- 10.2 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 Personal Service Agreement quantities.

- 10.3 The COUNTY may adjust the mileage total of the Personal Service Agreement due to new annexations or relinquishments. In the event that new routes are added to or deleted from the Personal Service Agreement 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 Personal Service Agreement Exhibit B, Payment Provisions, unit price per curb mile.

11.0 SCHEDULE AND COMMENCEMENT OF WORK

- 11.1 CONTRACTOR shall submit a complete schedule of twice a month sweeping to the COUNTY for approval prior to any work being done under this Personal Service Agreement. 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.
- 11.2 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:
- 11.2.1 CONTRACTOR shall not sweep areas 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 Waste Management Riverside County 888-423-9986 for waste hauler information.
- 11.2.2 CONTRACTOR shall not sweep four or more lane streets during peak traffic hours. CONTRACTOR shall be responsible for identifying these streets.
- 11.2.3 CONTRACTOR shall sweep Residential areas between the hours of 7:00 am and 5:00 pm, Monday through Friday. No sweeping will be permitted on Saturday or Sunday.
- 11.2.4 CONTRACTOR shall not exceed 45 curb miles per day/per a sweeper.
- 11.2.5 No Parking' signs are NOT posted on any CSA 152 route. CONTRACTOR shall navigate around obstacles to perform Scope of Service.

12.0 CONTRACTOR'S EQUIPMENT

- 12.1 CONTRACTOR shall ensure that all equipment must be performance worthy by visual and operational inspection. All equipment must be maintained in good working condition throughout the life of this Personal Service Agreement with the CONTRACTOR demonstrating evidence of an adequate service center to insure scheduled routine maintenance and proper adjustment for sweepers. CONTRACTOR shall ensure equipment is fully operational during all sweeps.

- 12.2 CONTRACTOR shall 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.
- 12.3 CONTRACTOR shall ensure that all equipment is properly registered and insured in accordance with state and local laws. The CONTRACTOR shall show proof of ownership of a signed lease for sufficient machinery to adequately perform services as agreed to in this Personal Service Agreement. CONTRACTOR shall provide the COUNTY with a list of equipment to be used. CONTRACTOR shall provide the COUNTY with a list of any spare Equipment. CONTRACTOR shall note on the list which piece of equipment is either Primary or Spare equipment.
- 12.4 CONTRACTOR shall ensure that all units are clearly and prominently marked with the CONTRACTOR'S name and unit number and have a radio or paging equipment.
- 12.5 CONTRACTOR shall ensure that sweepers are 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. CONTRACTOR shall ensure that sweepers are capable of removing all leaves, paper, dirt, rocks, cans, and/or other debris to insure free flow of water in gutter.
- 12.6 CONTRACTOR shall ensure that sweeping equipment be equipped with a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. CONTRACTOR shall ensure that equipment 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. CONTRACTOR shall ensure that all warning devices and lights for safe operation meet all vehicle-operating requirements of the State of California Department of Motor Vehicles.

13.0 EQUIPMENT PERFORMANCE

- 13.1 CONTRACTOR shall ensure the sweepers used is 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. CONTRACTOR shall ensure that all equipment used 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.

14.0 WATER USE

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

15.0 APPROXIMATE MILEAGE OF STREETS

- 15.1 The estimated quantities of work to be performed by the CONTRACTOR under the Scope of Services are as follows:

15.1.1 See Exhibit "B" specifying approximate quantities of streets to be swept.

15.1.2 Note that the quantities identified in Exhibit "B" 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.

16.0 INSPECTION

- 16.1 CONTRACTOR shall perform inspections 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.
- 16.2 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.
- 16.3 The CONTRACTOR shall monthly 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.
- 16.4 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:
- 16.4.1 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
- 16.4.2 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 Personal Service Agreement as a result of default and charge to

CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR'S failure to perform.

- 16.5 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.
- 16.6 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.

17.0 UTILITIES

- 17.1 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.

18.0 SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/DUST CONTROL, WATER & AIR POLLUTION

- 18.1 The CONTRACTOR during all phases of work, and when directed, shall take precautions to abate dust nuisance by cleaning up, sweeping, sprinkling with water, or other means necessary to accomplish the suppression of dust.
- 18.2 During the term of this Personal Service Agreement, 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.
- 18.3 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.

19.0 REQUIRED MONTHLY DOCUMENTATION

- 19.1 CONTRACTOR shall ensure that sweeping equipment be equipped with a speed-monitoring device. CONTRACTOR shall submit with the monthly statement the following terms:
- 19.1.1 A Tac-o-graph report showing the speed and miles swept on each sweeper used for this Personal Service Agreement or approved GIS hardware/software equipment.
- 19.1.2 Corrective action request/completion/resolution report stating date of complaint/concern with date completed and action required for resolution.
- 19.1.3 Copies of dump/disposal tickets and tonnage reports.

- 19.1.4 CONTRACTOR shall provide equipment report showing all equipment used for the month with summary of accidents, breakdowns, spills, or other items resulting in downtime of equipment on a route.

20.0 REQUIRED ANNUAL DOCUMENTATION

- 20.1 CONTRACTOR shall provide the COUNTY with a summary of all monthly required documentation.

21.0 PREVENTATIVE MAINTENANCE/SPILL RESPONSE

- 21.1 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.
- 21.2 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 COUNTY.

22.0 EXTRA WORK AND WARRANTY PERIOD

- 22.1 CONTRACTOR shall obtain written approval from the COUNTY prior to the work being performed.
- 22.2 Any products or services not otherwise specified in this Scope of Work shall be negotiated between the CONTRACTOR and the COUNTY at a price agreed to by both parties.
- 22.3 A one-year unconditional warranty shall be in effect for any extra work completed by the CONTRACTOR. The warranty shall cover all materials and workmanship.

23.0 PERFORMANCE EVALUATION

- 23.1 The CONTRACTORS performance shall be reviewed and monitored by the COUNTY on an ongoing basis.
- 23.2 The COUNTY may review street sweeping routes at any given time with or without the presence of the CONTRACTOR.
- 23.3 During these reviews, the COUNTY may utilize photos or video to document the findings.

EXHIBIT B**PAYMENT PREVISIONS**

CSA 152 STREET SWEEPING	
DESCRIPTION	All-Inclusive COST (Labor, Equipment and Disposal)
PER CURB MILE	\$19.24
PER HOUR	\$69.00

ESTIMATED MILAGE

County Areas	Frequency	Curb Miles
Bermuda Dunes	2 x month	35.60
Cherry Valley	2 x month	4.23
French Valley	2 x month	176.31
Hemet	2 x month	191.19
Highgrove	2 x month	44.45
Home Gardens	2 x month	54.25
Homeland	2 x month	19.78
Horsethief Canyon	2 x month	41.31
Lake Elsinore	2 x month	4.25
Lake Mathews	2 x month	56.34
Mead Valley	2 x month	1.17
Mecca	2 x month	2.44
Silverhawk	2 x month	70.55
Sun City	2 x month	21.99
Temecula	2 x month	38.75
Temescale Canyon	2 x month	42.54
Thousand Palms	2 x month	45.21
Woodcrest	2 x month	51.11
Total		901.47

City of Menifee	2 x month	459.57
-----------------	-----------	---------------

City of Wildomar	2 x month	53.71
------------------	-----------	--------------

Areas/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
Total		15

Total Curb Miles	1,429.75
Times Swept Per Month	2
Total Monthly Curb Miles	2,859.50
At \$19.24 per Curb Mile (Total Monthly)	\$55,5017
Annual Cost	\$660,201
20% Contingency for any un-scheduled additional service	\$132,040
Grand Total	\$792,241