

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



ITEM: 3.26
(ID # 19093)

MEETING DATE:

Tuesday, February 07, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the Professional Service Agreement with SCA of CA, LLC for Street Sweeping Services (West County Service Area) without seeking competitive bids for five years and the Professional Service Agreement with SCA of CA, LLC for Street Sweeping Services (East County Service Area) for five years; All Districts. [\$13,750,000 Total Cost; up to \$1,000,000 in additional compensation - CSA152 Local Funds 100%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** the Professional Service Agreement with SCA of CA, LLC for Street Sweeping Services (West County Service Area) without seeking competitive bids for an annual amount of \$2,500,000 for three (3) years, with the option to renew for two (2) additional one-year periods through June 30, 2027, and authorize the Chair of the Board to sign three (3) copies of the Agreement on behalf of the County;
2. **Approve** the Professional Service Agreement with SCA of CA, LLC for Street Sweeping Services (East County Service Area) for an annual amount of \$250,000 for three (3) years, with the option to renew for two (2) additional one-year periods through June 30, 2027, and authorize the Chair of the Board to sign three (3) copies of the Agreement on behalf of the County;

Continued on page 2


ACTION:Policy, 4/5 Vote Required


Mark Lancaster, Director of Transportation 12/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 7, 2023
xc: Trans., Auditor-Controller

Kimberly Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Direct** the Clerk of the Board to retain one (1) copy of the Agreements and return two (2) copies of the Agreements to Riverside County Transportation and Land Management Agency for distribution;
2. **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 exercise the options of the Agreements and that make modifications to the scope of services that stay within the intent of the Agreements; and sign amendments to the compensation provisions that do not exceed the sum total of \$1,000,000; and
3. **Approve and Direct** the Auditor-Controller to make the budget adjustments shown on Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,750,000	\$ 2,750,000	\$ 13,750,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: CSA152 Assessment Funds (100%) There are no General Funds use for this project			Budget Adjustment: YES	
			For Fiscal Year: 22/23-26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

County Service Area (CSA)152 Countywide provides street sweeping services in selected areas of the County of Riverside (County) where property owners have voted to assess themselves for the service. Assessments are collected by the County of Riverside Office of Economic Development. The County of Riverside Transportation Department (Transportation Department) is responsible for administering the street sweeping services. The Transportation Department only utilizes contract street sweeping services to perform CSA152 street sweeping functions.

East County bid and contract: On March 4, 2022 Purchasing and Fleet Services released a Request for Proposal (RFP) #TLARC-2022-0000487, on behalf of TLMA-Transportation Department for Street Sweeping Services to the East County Service Area for locations east of Cabazon/Whitewater. The RFP documents were posted publicly and linked to the County website and eight (8) potential bidders were invited to the RFP. The RFP closed on April 14, 2022, with only one (1) bid proposal received in response to the RFP, submitted by CLEANSTREET, LLC. The proposal was reviewed by personnel from the Transportation Department familiar with the proposed service and CLEANSTREET, LLC was recommended for award.

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

In the Fall of 2022 and during the preparation of the staff report (Form-11) and contracts to the Board, Sweeping Corp of America (SCA) finished their acquisition and rebranding of CLEANSTREET, LLC to SCA of CA, LLC. TLMA-Transportation Staff worked with their Purchasing Agent to prepare and execute contract language with SCA of CA, LLC. The request before the Board is for the approval of the Professional Service Agreement with SCA of CA, LLC for Street Sweeping Services to East County Service Area for an annual amount of \$250,000 for up to five years through June 30, 2027 for a total of \$1,250,000.

East County Service Area Monthly Curb Miles	Per Curb Mile Rate	Monthly Cost with contingency	Annualized Total
168 miles	\$85.86	\$20,833.33	\$250,000

West County bid and contract: On March 4, 2022 Purchasing and Fleet Services released a Request for Proposal (RFP) #TLARC-2022-0000488, on behalf of TLMA-Transportation Department for Street Sweeping Services to West County Service Area (and the Cities of Menifee and Wildomar). The RFP documents were posted publicly and linked to the County website and eight (8) potential bidders were invited to the RFP. The RFP closed on April 14, 2022, with only one (1) bid proposal received in response to the RFP from the current incumbent CR&R. The proposal was reviewed by personnel from the Transportation Department familiar with the proposed service and the incumbent vendor CR&R Incorporated was recommended award by the evaluation committee.

After further investigation regarding the prevailing wage requirements (the actual determination of the minimum hourly rate to be paid to the worker operating the sweeper truck), it was questioned if the per mileage rate included prevailing wage requirements. The Department of Industrial Relation recently, in its Determination for Public Works Case No. 2020-005, Street Sweeping Maintenance Services, City of Elk Grove, dated October 4, 2021, affirmed that street sweeping maintenance services constitute maintenance work as set forth in California Labor Code section 1771, which is subject to prevailing wage requirements. The County Purchasing Agent contacted CR&R Incorporated and CR&R Incorporated was reformed of this requirement as noted in the original RFP and CR&R determined they were unable to move forward with the award, noting that CR&R does not perform prevailing wage work.

The County Purchasing Agent reached out to CLEANSTREET, LLC to discuss providing the same service to the West County service area as CLEANSTREET, LLC was the proposed vendor for the RFP #TLARC-2022-487 providing Street Sweeping to the East County Service area. The County Purchasing Agent and CLEANSTREET, LLC negotiated a price consistent with the density of sweeping for existing routes and expected travel times. CLEANSTREET, LLC, is familiar with the areas and understands the importance of these services and meets the prevailing wage requirements. At that time, both TLMA-Transportation Staff and the Purchasing Agent recommended CLEANSTREET, LCC for the single source contract.

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

As noted above and reiterated here, in the Fall of 2022 and during the preparation of the staff report (Form-11) and contracts to the Board, Sweeping Corp of America (SCA) finished their acquisition and rebranding of CLEANSTREET, LLC to SCA of CA, LLC. TLMA-Transportation Staff worked with their Purchasing Agent to prepare and execute contract language with SCA of CA, LLC. The request before the Board is for the approval of the Professional Service Agreement with SCA of CA, LLC for Street Sweeping Services to West County Service Area for an annual amount of \$2,500,000 for up to five years through June 30, 2027 for a total of \$12,500,000.

West County Service Area Monthly Curb Miles	Per Curb Mile Rate	Monthly Cost with contingency	Annualized Total
2,932	\$60.71	\$208,333.33	\$2,500,000

The annual contingency amount would cover the cost of extra work not included in the normal scope of the project, such as providing service to additional curb miles created through development and future growth or for extra sweeping needs, and any CPI price increases (as approved by TLMA and the Purchasing Agent). The maintenance for this project is funded by a special assessment to the property owners within the CSA152. Therefore, it is imperative that special attention is given to the workmanship and service provided.

Impact on Residents and Businesses

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. Tonnage reports are also provided on annual NPDES reports to the local Regional Water Quality Control Boards. 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.

Additional Fiscal Information

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

The annual amount of the SCA of CA, LCC contracts is for \$2,750,000. For FY 2022-2023, Community & Business Services has budgeted for street sweeping services at a lower price point; however, due to a prevailing wage requirement on new public street sweeping contracts, the department is needing to increase the current budget by an additional \$1,100,000. These additional expenses will be matched with increased reimbursement from Office of Economic Development's CSA152 funding.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Contract History and Price Reasonableness

The contract rate for both contracts is within the industry standards for prevailing wage street sweeping. The noted higher per mile rate for East County is related to the travel time to cover the existing routes in Thousand Palms, Bermuda Dunes, and Mecca.

Should the State of California reverse or adjust the Prevailing Wage requirement (as was done in the early 2000s) TLMA-Transportation Staff and the County's Purchasing Agent shall renegotiate the current contract to a lesser per a mile rate or rebid the contract if needed.

ATTACHMENTS:

- Attachment A: Schedule A Budget Adjustment Request
- Attachment B: Professional Service Agreement with SCA of CA, LLC for Street Sweeping Services (Eastern Riverside County Service Area)
- Attachment C: Professional Service Agreement with SCA of CA, LLC for Street Sweeping Services (Western Riverside County Service Area)
- Attachment D: Single Source Procurement Memorandum from the Director of Transportation
- Attachment E: State of California, Department of Industrial Relation, Determination for Public Works Case No. 2020-005, Street Sweeping Maintenance Services, City of Elk Grove, dated October 4, 2021.



Heydee Koury, Sr Accountant - Auditor 1/20/2023



Jason Farin, Principal Management Analyst 2/1/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 1/24/2023

PROFESSIONAL SERVICE AGREEMENT

for

STREET SWEEPING SERVICES

(WEST COUNTY SERVICE AREA)

between

COUNTY OF RIVERSIDE

and

SCA of CA, LLC



FEB 7 2023 3.26

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This Agreement is made and entered into this ____ day of _____, 2022, by and between SCA of CA, LLC, a Delaware limited liability company, (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.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties (herein referred to as "Effective Date") and continues in effect through June 30, 2025, with the option to renew for two (2) additional one (1) year periods by a written amendment signed by the authorized representatives of both parties for a final completion date of June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon Effective Date 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 two million five hundred thousand dollars (2,500,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or

products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (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:

Transportation and Land Management Agency
Attn: Michelle Cervantes
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-96874-4191-6/27); 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. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. 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 his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

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

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon thirty (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.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned

or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

CONTRACTOR is required to maintain a current valid DIR registration status throughout the period of performance of this Agreement. It is the CONTRACTOR's responsibility to provide proof of DIR registration to COUNTY each fiscal year within ten (10) days of renewal.

a) **SCA of CA, LLC – DIR # PW-LR-1000880302**

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. 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. §1210 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 (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific

information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

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

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation and Land Management Agency
Attn: Michelle Cervantes
4080 Lemon Street, 8th Floor
Riverside, CA 92501

CONTRACTOR

SCA of CA, LLC
Attn: Rick Anderson
1937 W. 169th Street
Gardena, CA 90247

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 ten (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's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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. Professional Liability:

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

E. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this

Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

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

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

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

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

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

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

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

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

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

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

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

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

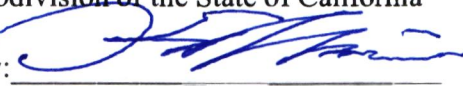
23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of


a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

SCA of CA, LLC, a Delaware limited liability company

By: 
Chair, Board of Supervisors
KEVIN JEFFRIES


By: 
Name: **Tony Cincotta**
Title: Regional Vice President

Dated: 2/7/23

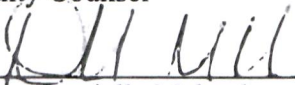
Dated: 11/7/2022

ATTEST:

Clerk of the Board
KIMBERLY A. RECTOR

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
Danielle Maland
Deputy County Counsel

FEB 7 2023 326

**EXHIBIT A
SCOPE OF SERVICES**

1. PREVAILING WAGE

- A. All or a portion of the services in this Agreement is considered a public works project according to California Labor Code section 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of performance of this Agreement. CONTRACTOR will provide its DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to www.dir.ca.gov as required. CONTRACTOR must also provide a copy of its certified payroll records to COUNTY at the same time those records are provided to the DIR. CONTRACTOR shall pay its employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement in compliance with applicable DIR requirements. CONTRACTOR shall comply with the requirements set forth in Exhibit D, Prevailing Wage Requirements, attached hereto and incorporated herein by this reference.

2. GENERAL REQUIREMENTS & NOTES

- A. The CONTRACTOR's primary objective of this street sweeping contract is to pick up all leaves, paper, dirt, rocks, cans, and/or other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The COUNTY will make the final determination as to whether the street sweeping service has been satisfactorily completed. CONTRACTOR is required to sweep routes twice monthly at the very minimum.
- B. CONTRACTOR shall meet wage and reporting requirements as set forth in this Agreement.
- C. CONTRACTOR shall furnish all necessary legal transportation, permits, insurance and taxes, in their performance of the scope of services.
- D. CONTRACTOR shall provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary in their performance of the scope of services.
- E. CONTRACTOR shall schedule work during normal working hours, Monday thru Friday, 6:30 A.M. to 5:30 P.M. CONTRACTOR shall obtain prior approval by the appropriate Transportation Department staff for 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.
- F. DRESS CODE AND APPEARANCE – The CONTRACTOR shall be required to provide uniforms, with the company name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when working on COUNTY projects.
- G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the CONTRACTOR. Additional traffic control may be required if existing traffic control is deemed insufficient.

- H. VEHICLE LABELING – The CONTRACTOR shall provide company name and telephone number on all vehicles working on COUNTY projects. Labeling maybe permanent or temporary.
- I. VEHICLE SAFETY – The CONTRACTOR shall provide on their onsite vehicles a ‘backup warning device’ that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create 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 CONTRACTOR, well maintained, and good in appearance.
- J. VEHICLE OCCUPANCY – CONTRACTOR shall not exceed passenger vehicle occupancy safety ratings.
- K. EQUIPMENT TRAINING - CONTRACTOR shall be responsible for the proper education of their employees on all equipment used by the employees. CONTRACTOR shall at a minimum perform annual safety instruction.
- L. DRIVER LICENSING – CONTRACTOR shall ensure and verify each Driver has the correct State of California Department of Motor Vehicles license/endorsement for equipment operated by the Driver.
- M. EMERGENCY SERVICES – The CONTRACTOR shall make available emergency service on a 24 hour a day, seven day per week basis.
- N. 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.

3. QUALITY ASSURANCE/INSPECTION

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

- B. 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.
- C. 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. COUNTY may request CONTRACTOR'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.

4. SAFETY

- A. 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.
- B. CONTRACTOR shall conform to all governing safety regulations.
- C. 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.
- D. CONTRACTOR shall not trespass or perform illegal activities.
- E. CONTRACTOR shall be responsible for the proper education of their employees on all equipment used by the employees. CONTRACTOR shall perform annual safety instruction.
- F. 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.

5. GENERAL

- A. 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.
- B. CONTRACTOR shall clean roadways and other areas dirtied by his street sweeping services.
- C. CONTRACTOR shall not blow any major or minor materials into the roadways at any time.
- D. CONTRACTOR shall be responsible for all cleanups of green waste and debris that overflows or is left on the street due to the street sweeping.
- E. CONTRACTOR shall submit and maintain a current maintenance schedule for street sweeping services, to be updated as needed to maintain an accurate schedule.
- F. 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".

- G. CONTRACTOR shall furnish all labor and materials necessary to accomplish maintenance in accordance with foregoing specifications.

6. SWEEPING

- A. The CONTRACTOR shall sweep and/or clean all public, COUNTY maintained streets as specified on Exhibit C, Project Location Maps, and approved route maps. The term "street" shall include the paved area between the normal curb lines of the roadway, whether or not an actual curb exists. Gutters of all paved streets and/or rolled berms, raised medians, painted medians and intersections shall be swept as follows:

- a. Sweeping shall normally consist of a single pass with a street sweeper at an average speed of 8 miles per hour not to exceed 10 miles per hour over an area.
- b. Additional passes shall be made, if necessary, in problem areas where excessive silt, leaves, debris or other conditions warrant special attention. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.
- c. CONTRACTOR shall use water while sweeping to minimize dust.
- d. "Sweeping" shall define the operation; however, the method shall not be limited to the use of power broom street sweeping.
- e. 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.
- f. In the event that the results of one sweeping are considered unsatisfactory, the CONTRACTOR shall sweep or clean the unsatisfactory area again at no cost to the COUNTY within two (2) working days without interruption in the regular sweeping schedule and not on a trash pick-up day.

7. ADDITIONAL SWEEPING

- A. The CONTRACTOR shall provide additional sweeping of any of the listed streets and intersections at any time ordered by the COUNTY. The CONTRACTOR will be compensated for each additional sweep at the contract unit price per curb-mile in effect at the time. No allowance will be made for travel time on additional sweeps. The CONTRACTOR shall respond to a request for emergency sweeping within four (4) hours of notification.
- B. 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 contract unit price per hour.
- C. Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the contract unit price per hour. Additionally, in situations where it is difficult to measure curb miles swept, the COUNTY has the option to compensate CONTRACTOR on an hourly basis. In these cases, the hourly

rate paid shall be the contract unit price per hour. Minimum payment will be four (4) hours, when hourly, or thirty-two (32) miles, whichever is the determined unit of measure.

8. SCHEDULE DISRUPTIONS

- A. 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 end of that month. 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.
- B. 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 and not on trash pick-up day. Routes shall be swept twice monthly. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.
- C. In the event the CONTRACTOR is prevented from completing the sweeping as provided in the approved schedule to reasons other than inclement weather or holiday, the CONTRACTOR will be required to complete the sweeping so deferred within two (2) days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule and not on a trash pick-up day. Routes shall be swept twice monthly. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.

9. PROTECTION OF PROPERTY

- A. The CONTRACTOR shall protect all public and private property insofar as it may be endangered by CONTRACTOR's operations and take every reasonable precaution to avoid damage to such property.
- B. Sit-parked mobile equipment and operable machinery, and hazardous parts subject to mischief shall be kept locked or otherwise made inoperable whenever left unattended.
- C. 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 or damage shall promptly make such repairs or replacements as required by the COUNTY without additional cost to the COUNTY.

10. DISPOSAL OF SWEEPINGS WASTE

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

11. ADDED AND DELETED ROUTES

- A. It is the intent of this contract to provide sweeping for all public, COUNTY maintained streets in CSA 152 as identified in Exhibit C, Project Location Maps. As streets are annexed into CSA 152, they will be added to the twice a month sweeping schedule. The COUNTY will provide a list of added streets and route map to the CONTRACTOR. Compensation to the CONTRACTOR will be based on curb-miles added and multiplied by the current contract unit price per curb-mile.
- B. Streets initially included in the sweeping schedule that are vacated by order of the Board of Supervisors will be deleted from the twice a month schedule and the affected curb mileage deducted from the contract quantities.
- C. The COUNTY may adjust the mileage total of the contract due to new annexations or relinquishments. In the event that new routes are added to or deleted from the contract the CONTRACTOR shall incorporate these adjustments into the sweeping schedule and compensation to the CONTRACTOR will be based on curb-miles added and multiplied by the current contract unit price per mile.

12. SCHEDULE AND COMMENCEMENT OF WORK

- A. CONTRACTOR shall submit a complete schedule of twice a month sweeping to the COUNTY for approval prior to any work being done under this contract. The schedule shall include the curb miles of streets and medians to be swept as well as the proposed starting time. Also, a route map shall be submitted as part of the schedule, showing the streets to be swept each month by the CONTRACTOR. The CONTRACTOR shall indicate the sweeping route on the maps in an appropriate and understandable manner that is acceptable to the COUNTY. Changes in the schedule for the convenience of the CONTRACTOR will require approval by the COUNTY and/or the Contract Administrator prior to being included in the twice a month work.
- B. The COUNTY reserves the right to require the CONTRACTOR to sweep specific areas on specified days and at specified times of the day. The following guidelines will generally be applicable:
 - a. 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 Resources Riverside County 951-486-3200 for waste hauler information.
 - b. CONTRACTOR shall not sweep four or more lane streets during peak traffic hours. CONTRACTOR shall be responsible for identifying these streets.
 - c. CONTRACTOR shall sweep residential areas between the hours of 6:30 am and 5:30 pm, Monday through Friday. No sweeping will be permitted on Saturday or Sunday.

- d. Routes typically will not exceed 45 curb miles per day/per sweeper, any adjustments to the 45 curb miles per day/per sweeper must be approved by the COUNTY Contract Administrator prior to work being done.
- e. 'No Parking' signs are NOT posted on any CSA 152 route. CONTRACTOR shall navigate around obstacles to perform contract.

13. CONTRACTOR'S EQUIPMENT

- A. CONTRACTOR shall ensure that all equipment must be performance worthy by visual and operational inspection. Machines must be maintained in good working condition throughout the life of this contract with the CONTRACTOR demonstrating evidence of an adequate service center to ensure scheduled routine maintenance and proper adjustment for sweepers. CONTRACTOR shall ensure machines are fully operational during all sweeps.
- B. The CONTRACTOR must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all brushes and brooms.
- C. CONTRACTOR shall ensure all equipment is properly registered and insured in accordance with state and local laws. The CONTRACTOR must show proof of ownership of a signed lease for sufficient machinery to adequately perform services as agreed to in this contract. 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 pieces of equipment is either primary or spare equipment.
- D. CONTRACTOR shall ensure all units are clearly and prominently marked with the CONTRACTOR's name and unit number and have a radio or paging equipment.
- E. CONTRACTOR shall ensure 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 sweepers shall be capable of removing all leaves, paper, dirt, rocks, cans, and/or other debris to insure free flow of water in gutter.
- F. CONTRACTOR shall ensure that sweeping equipment shall be equipped with a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Equipment shall be parked in such a manner as not to create a hazard or block signage. The CONTRACTOR shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. All warning devices and lights for safe operation shall meet all vehicle-operating requirements of the State of California Department of Motor Vehicles.

14. EQUIPMENT PERFORMANCE

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

an average of 8 miles per hour not to exceed 10 miles per hour to ensure all debris is picked up. CONTRACTOR shall ensure all equipment used is 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.

15. WATER USE

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

16. APPROXIMATE MILEAGE OF STREETS

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

- A. See Exhibit B specifying approximate quantities of streets to be swept.
- B. 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.

17. INSPECTION

- A. 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.
- B. 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.
- C. 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.
- D. All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR’s conformity with the terms of this Scope of Service. If any services performed or products provided by CONTRACTOR are not in conformance with this Scope of Service, the

COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate the Contract as a result of default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

- E. 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.
- F. 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.

18. UTILITIES

The CONTRACTOR shall recognize the rights of utility companies within the public right-of-way and their needs to maintain and repair facilities. The CONTRACTOR shall exercise due and proper care to prevent damage to facilities and to adjust schedules when utility operations prevent the CONTRACTOR from sweeping during a specified time frame. No additional compensation will be allowed by complying with these requirements.

19. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/DUST CONTROL, WATER, AIR POLLUTION, AND PM-10 REGULATIONS

- A. During all phases of work, and when directed, the CONTRACTOR shall take precautions to abate dust nuisance by cleaning up, sweeping, sprinkling with water, or other means necessary to accomplish the suppression of dust.
- B. During the term of this contract, CONTRACTOR's operations shall conform to applicable laws and regulations of the South Coast Air Quality Management District, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control and abate water and air pollution.
- C. 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.

20. REQUIRED MONTHLY DOCUMENTATION

CONTRACTOR shall ensure that sweeping equipment shall be equipped with a speed-monitoring device. CONTRACTOR shall submit with the monthly statement the following terms:

- A. A Tac-o-graph report showing the speed and miles swept on each sweeper used for this contract or approved GIS hardware/software equipment.
- B. Corrective action request/completion/resolution report stating date of complaint/concern with date completed and action required for resolution.
- C. Copies of dump/disposal tickets and tonnage reports with monthly and/or quarterly reports.
- D. CONTRACTOR shall provide equipment report showing all equipment used on the contract for the month with summary of accidents, breakdowns, spills, or other items resulting in downtime of equipment on a route.

21. REQUIRED ANNUAL DOCUMENTATION

CONTRACTOR shall provide the COUNTY with a summary of all monthly required documentation. Along with a monthly and/or quarterly breakdown for the tonnage report estimation the breakdown of sediment, vegetative, and man-made debris.

22. PREVENTATIVE MAINTENANCE/SPILL RESPONSE

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

23. EXTRA WORK AND WARRANTY PERIOD

- A. CONTRACTOR shall obtain written approval from the COUNTY prior to any and all extra work being performed.
- B. Any products or services not otherwise specified in this specification shall be negotiated between the CONTRACTOR and the COUNTY at a price agreed upon by both parties.
- C. 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.

24. PERFORMANCE EVALUATION

- A. The CONTRACTOR's performance of the street sweeping services will be reviewed and monitored by the COUNTY on an ongoing basis.
- B. The COUNTY may review street sweeping routes at any given time with or without the presence of the CONTRACTOR.

C. During these reviews, the COUNTY may utilize a photos or video to document the findings.

**EXHIBIT B
PAYMENT PROVISIONS**

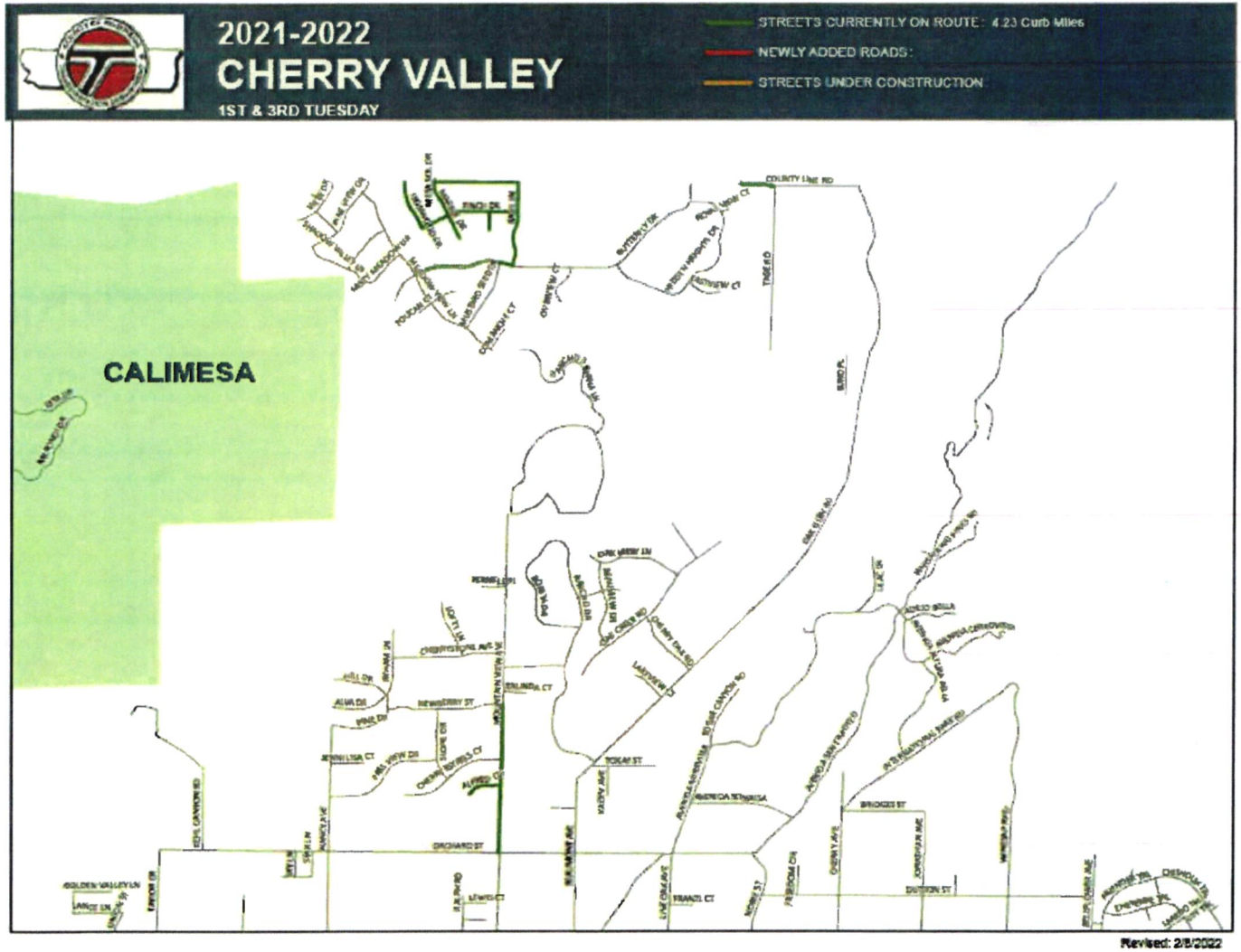
STREET SWEEPING WEST COUNTY SERVICE AREA	
DESCRIPTION	All-Inclusive Cost (Labor, Equipment and Disposal)
PER CURB MILE	\$60.71
PER HOUR	\$186.20

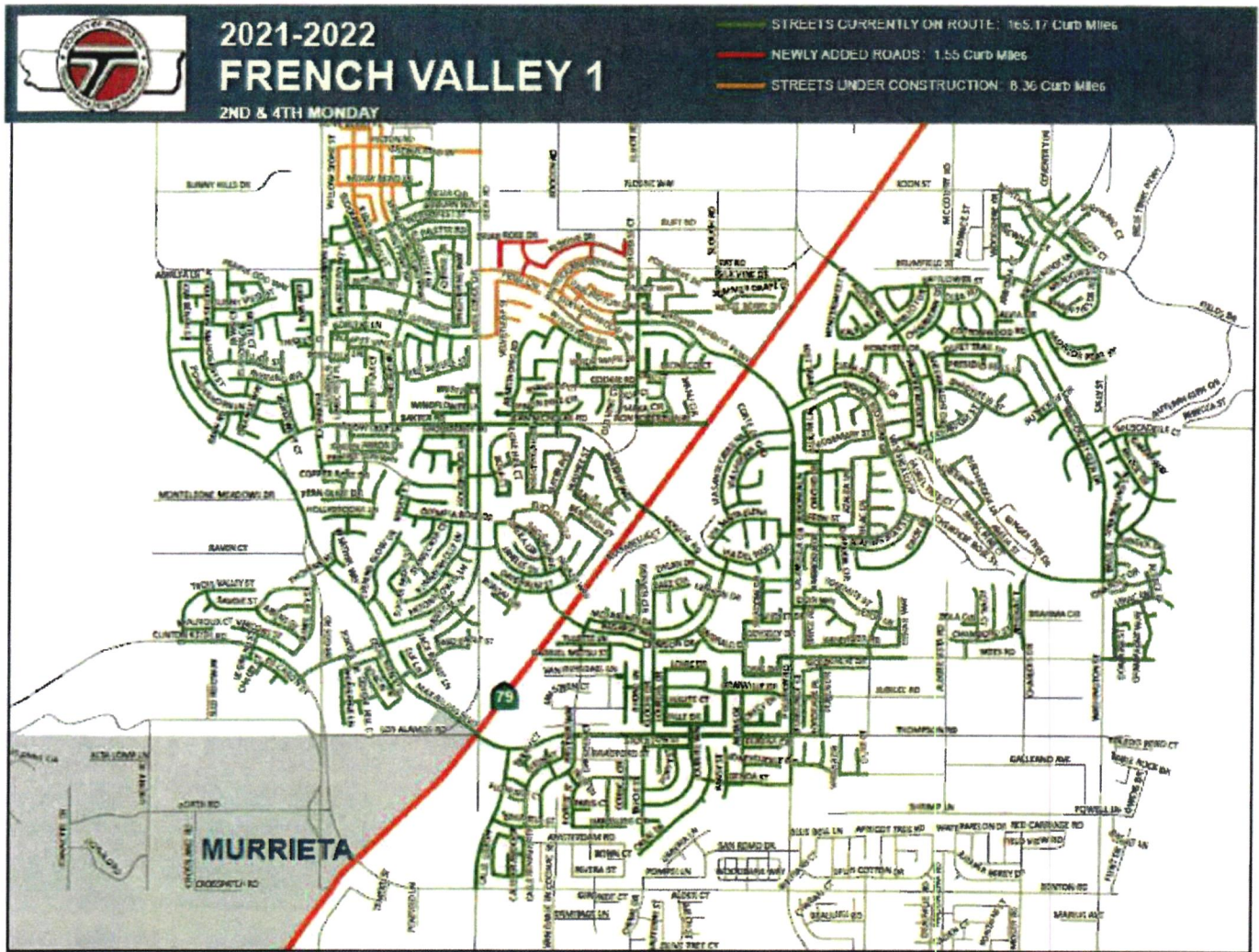
ESTIMATED MILEAGE

West County Service Area	Frequency	Estimated Curb Miles
Cherry Valley	2 x month	4.23
French Valley	2 x month	221.82
Hemet	2 x month	192.60
Highgrove	2 x month	68.49
Homegardens	2 x month	54.25
Homeland	2 x month	22.01
Horsethief Canyon	2 x month	41.31
Lake Elsinore	2 x month	2.66
La Sierra (Formerly Lake Mathews)	2 x month	79.35
Mead Valley	2 x month	1.18
Silverhawk	2 x month	76.20
Winchester (Formerly Sun City)	2 x month	29.43
Temecula	2 x month	48.14
Temescal Canyon	2 x month	47.31
Woodcrest	2 x month	47.13
Total:	2 x month	936.11
City of Menifee (May be removed at any time)	2 x month	459.63
City of Wildomar (May be removed at any time)		53.71
Area/Medians		
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

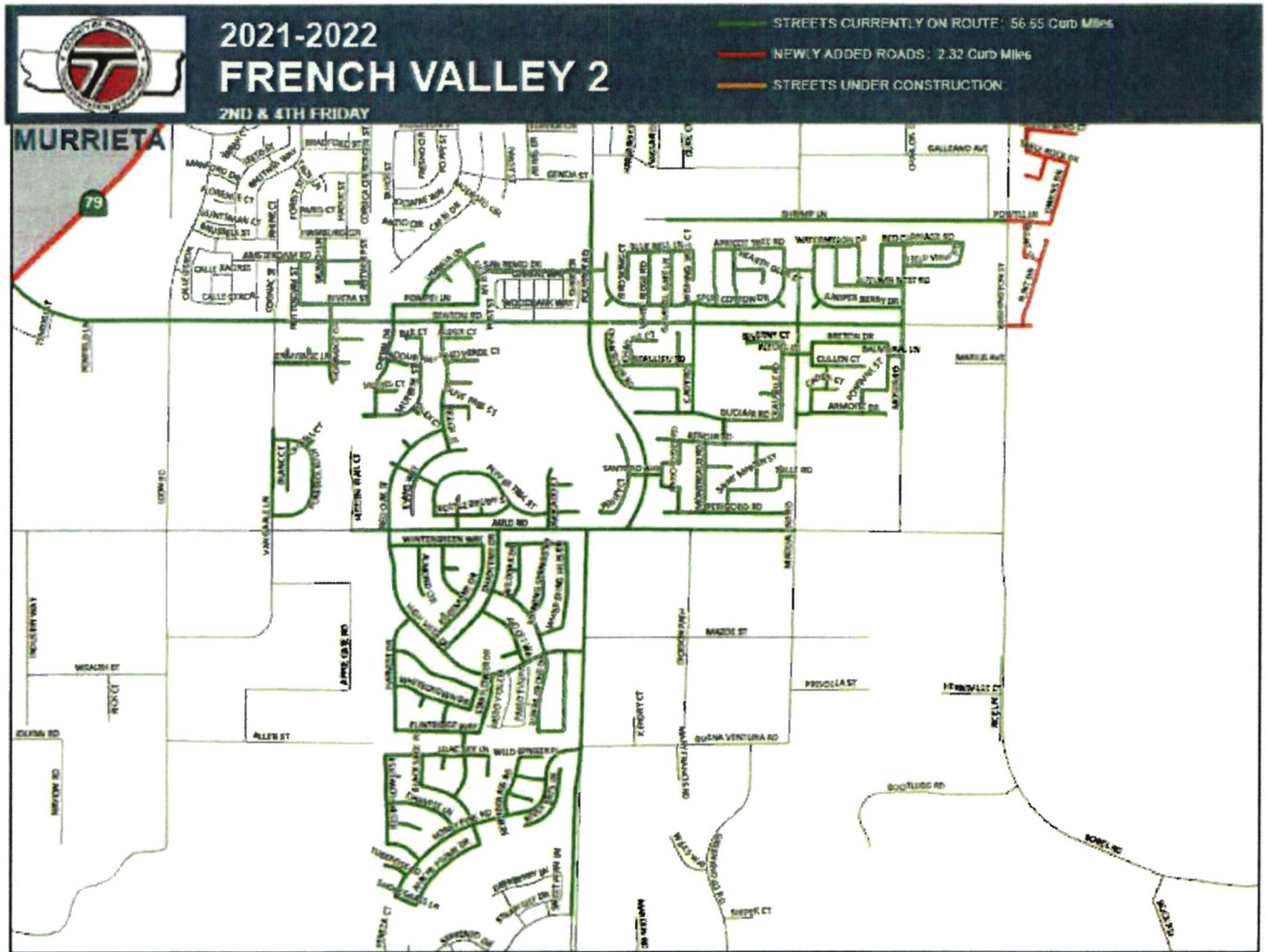
Menifee/Antelope Rd	2 x month	3
Menifee/Newport Rd	2 x month	1
Silverhawk	2 x month	3.49
	Total Area/Medians	16.49
	Total Curb Miles	1,465.94
	Times Swept Per Month	2
	Total Monthly Curb Miles	2,931.88

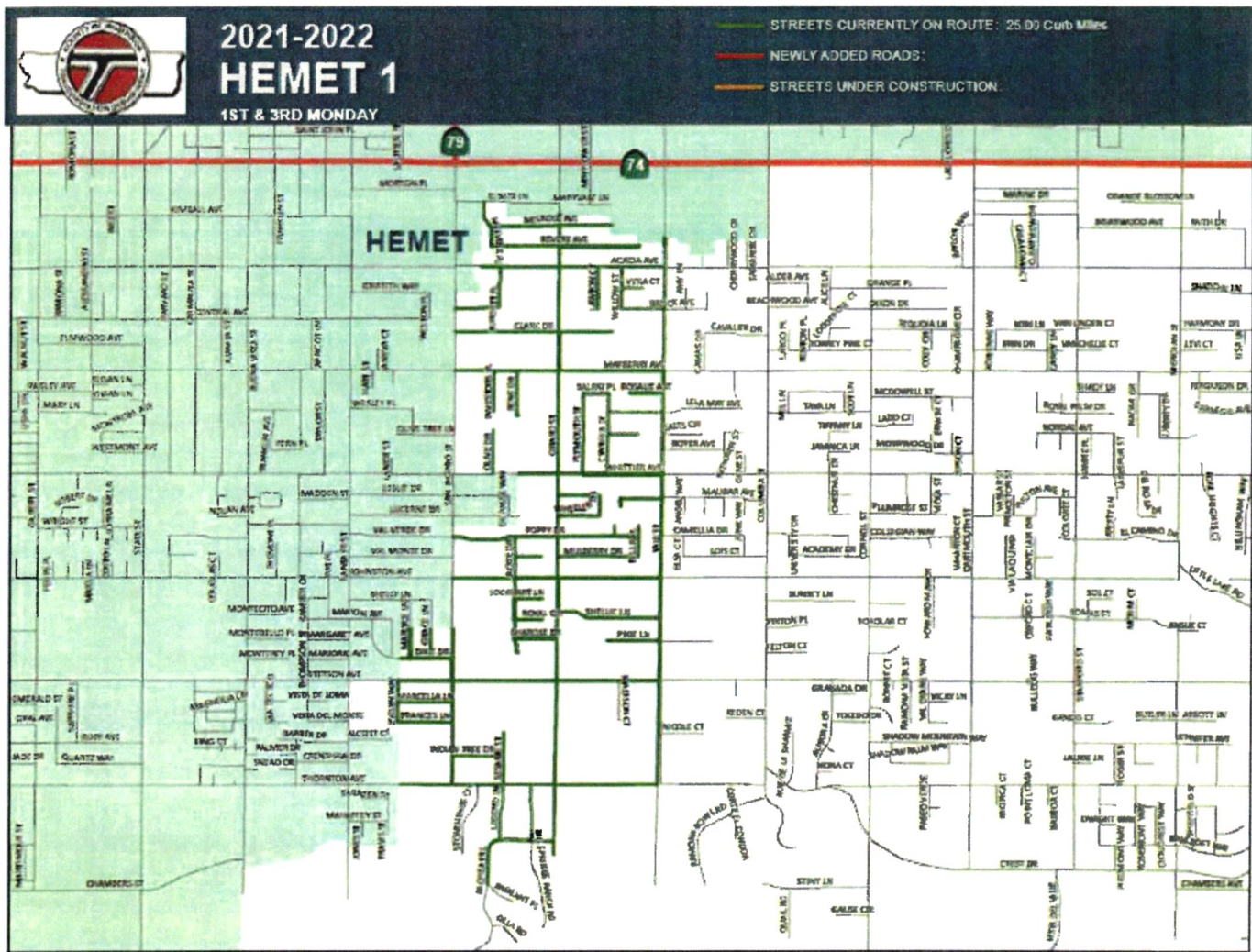
EXHIBIT C – PROJECT LOCATION MAPS (41 Pages)



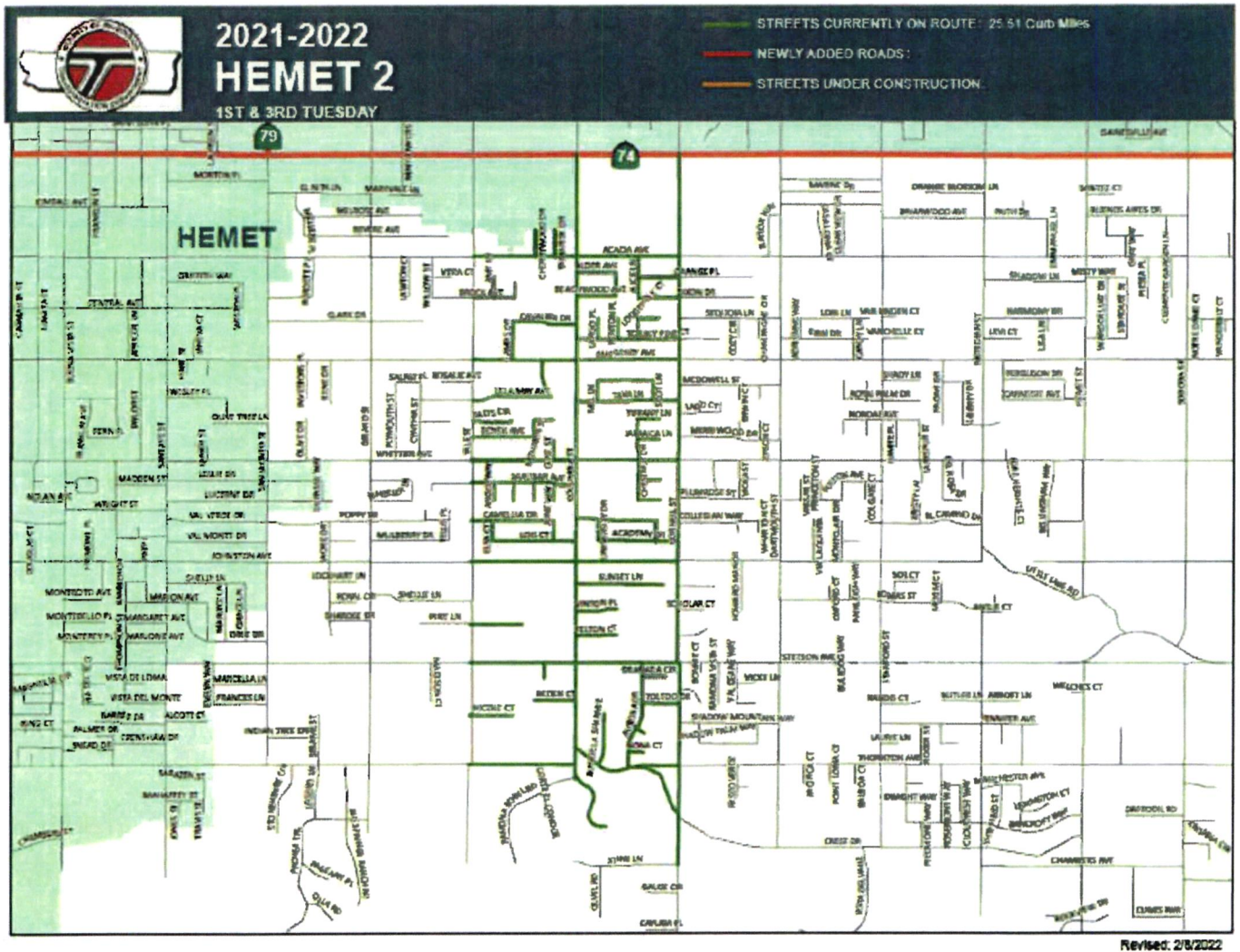


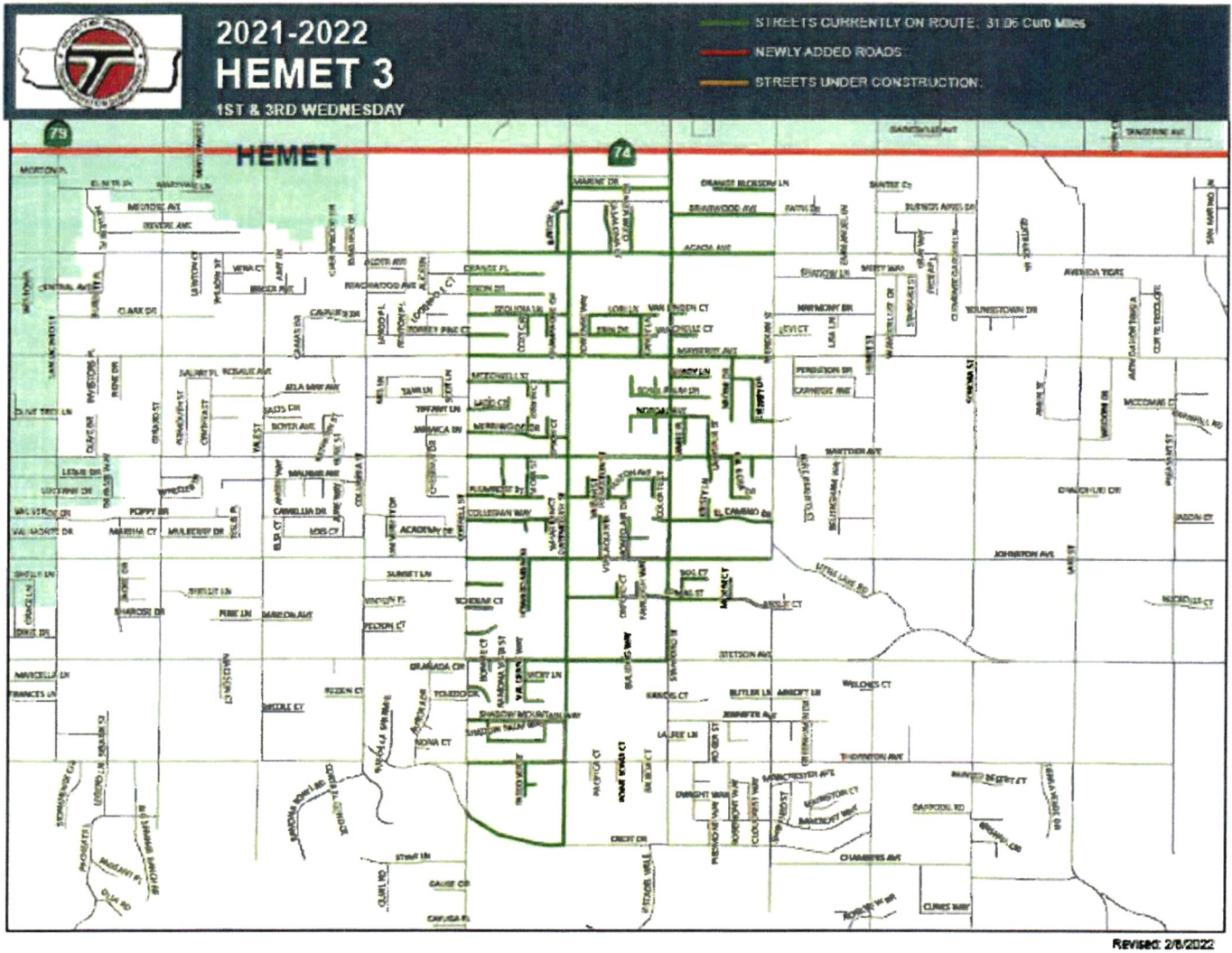
Revised: 2/8/2022

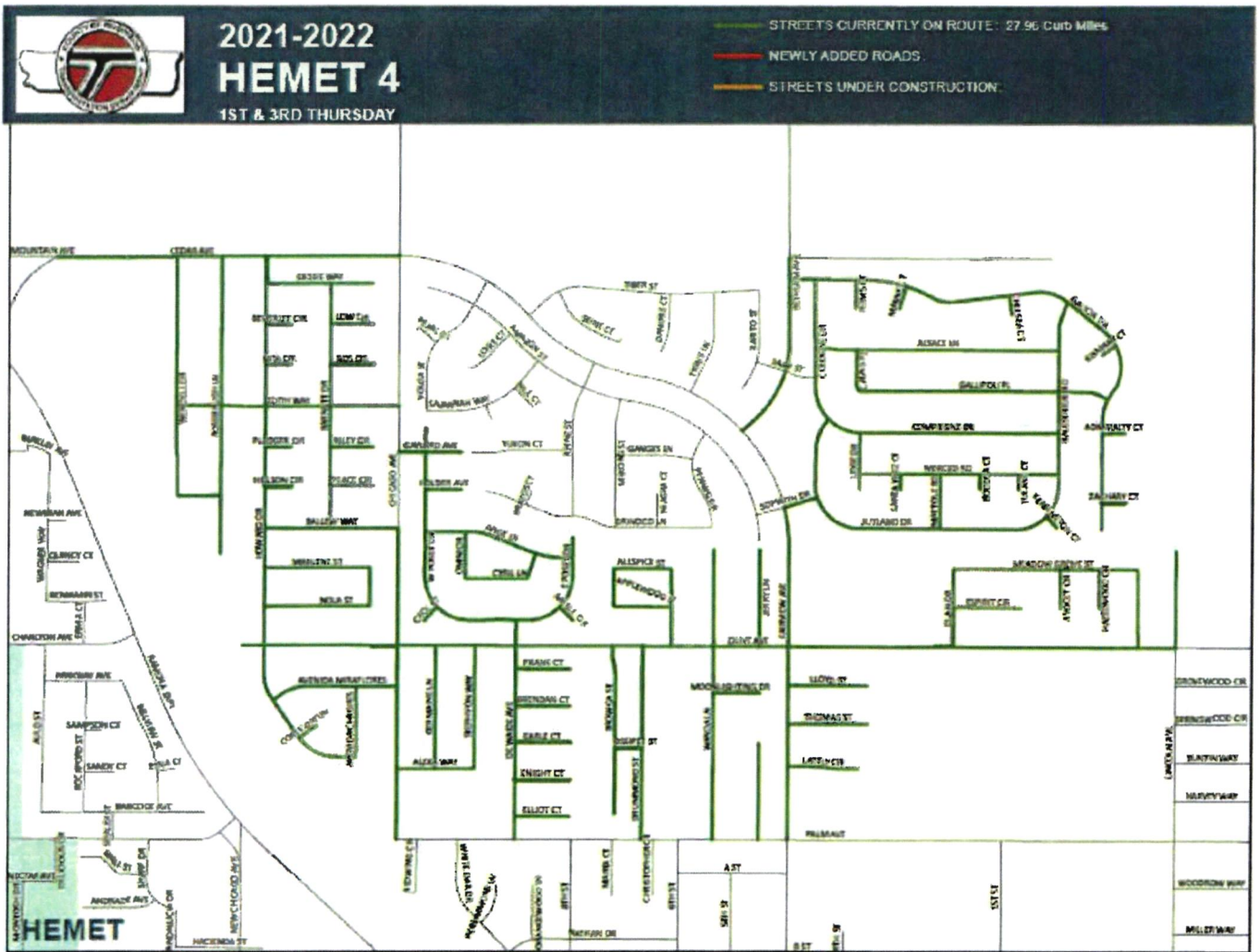




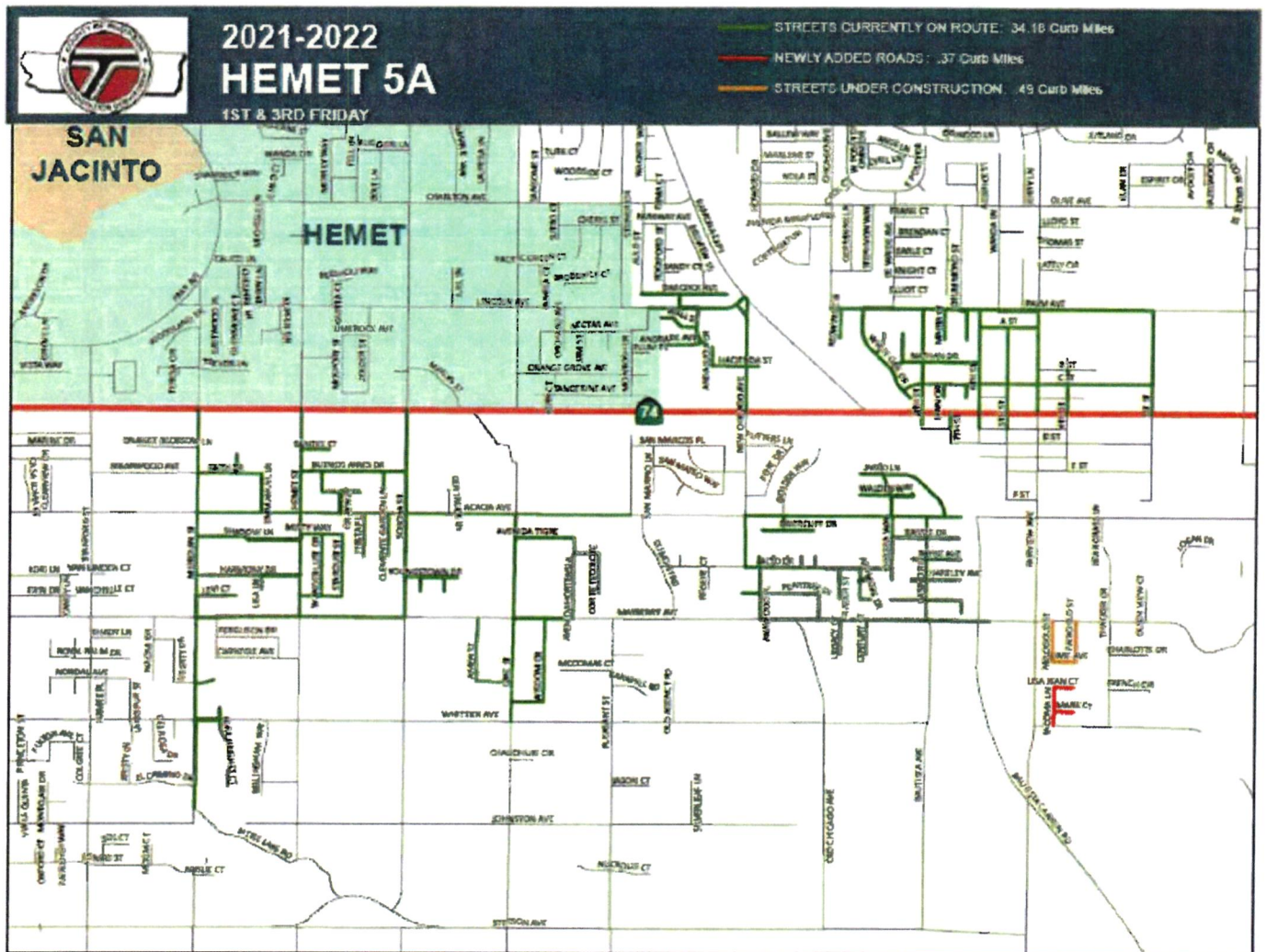
Revised: 2/8/2022

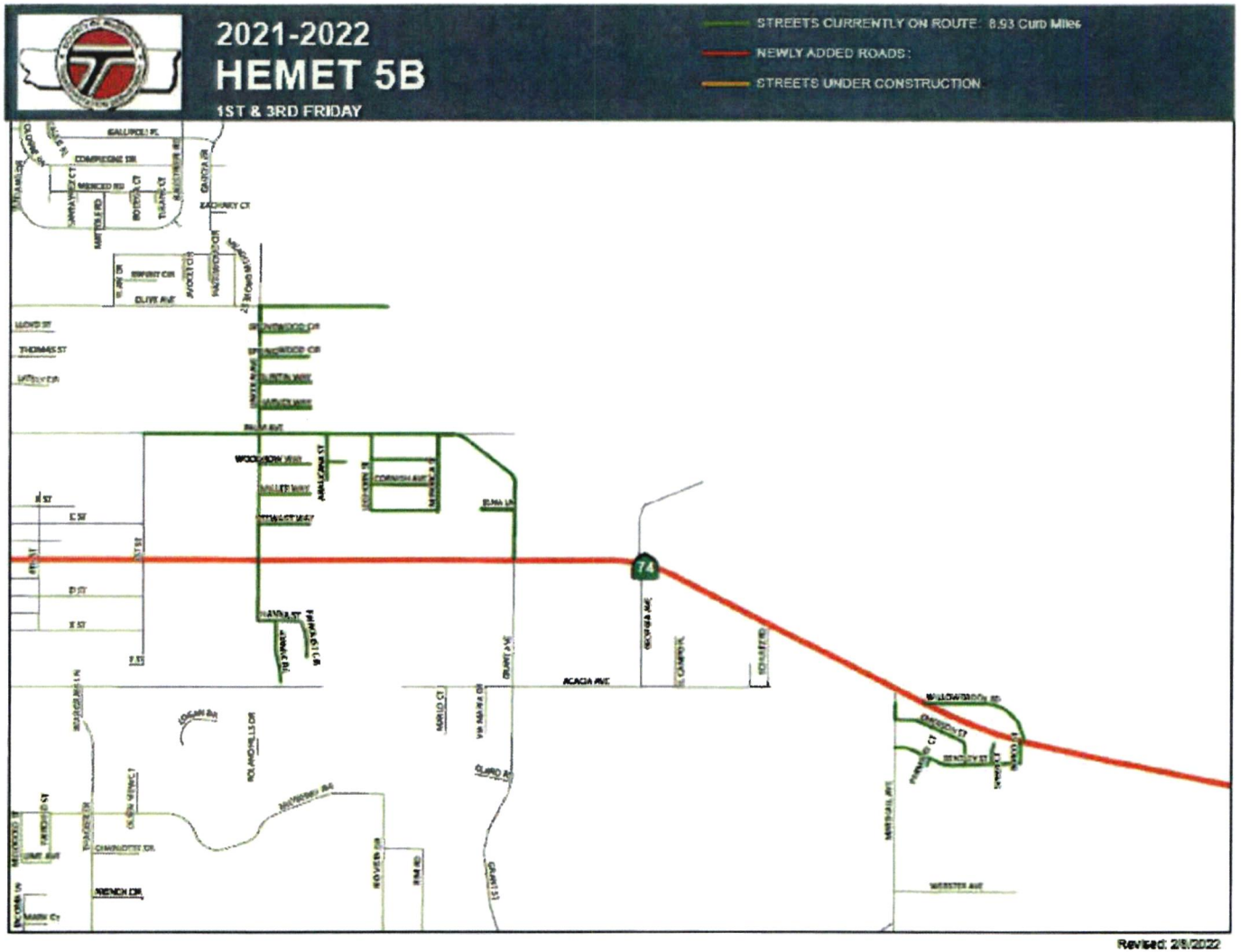


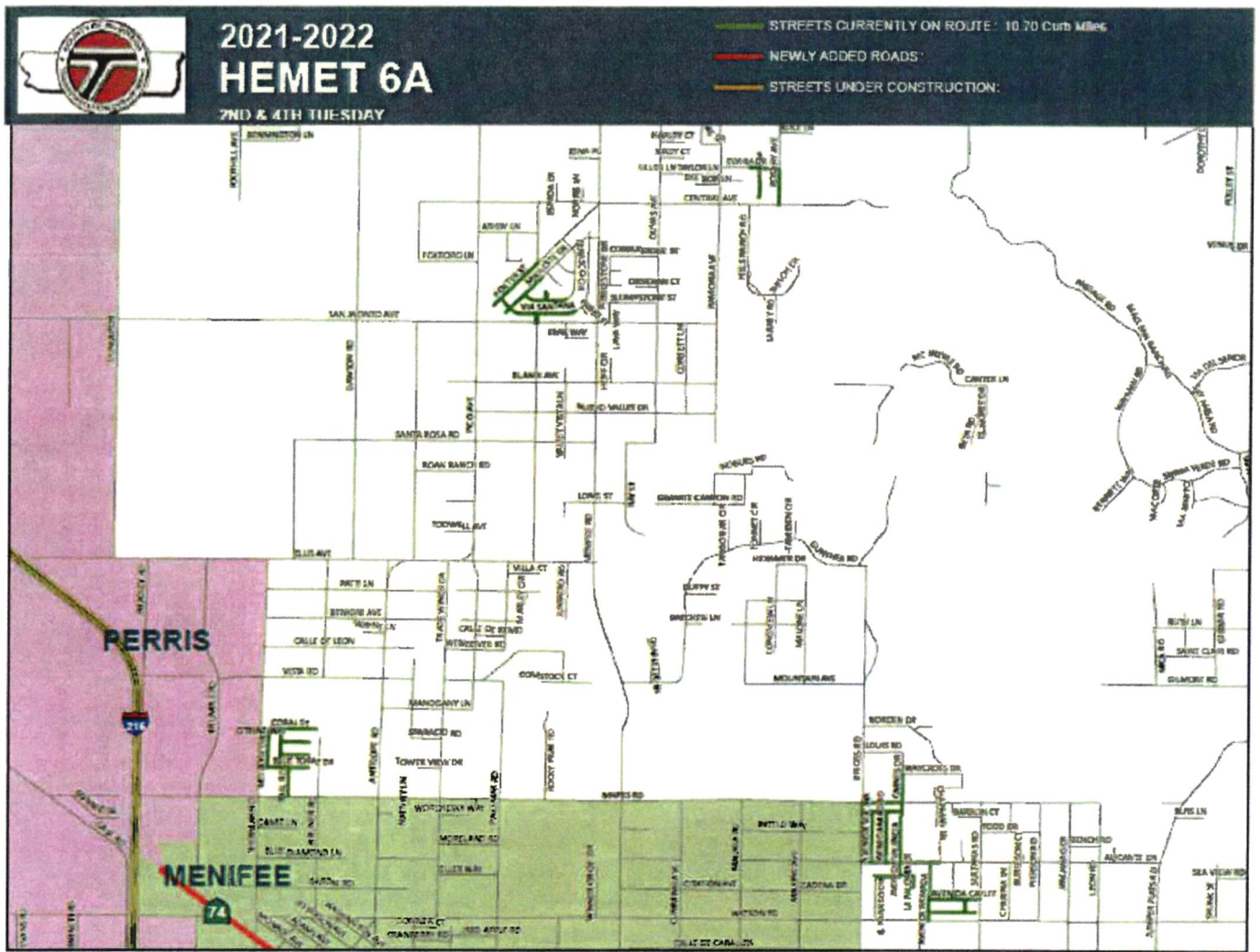


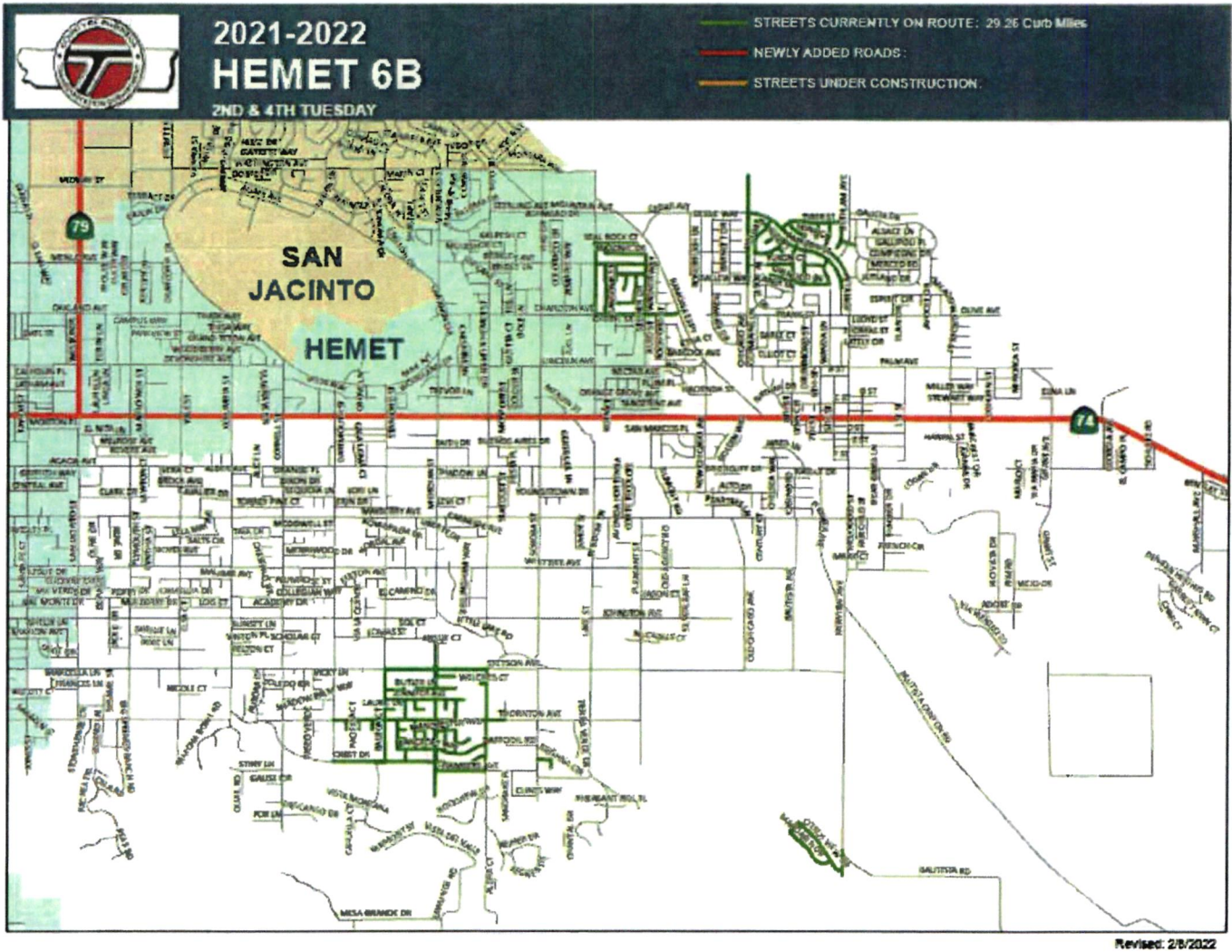


Revised: 2/9/2022







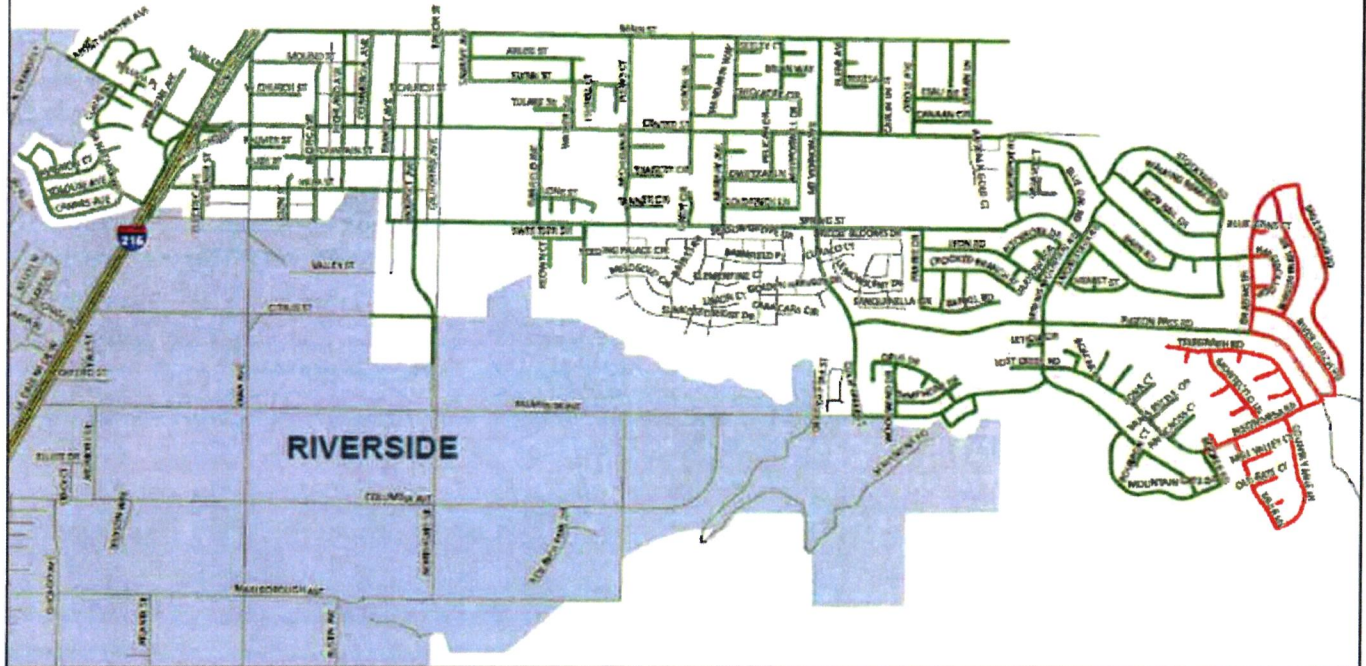




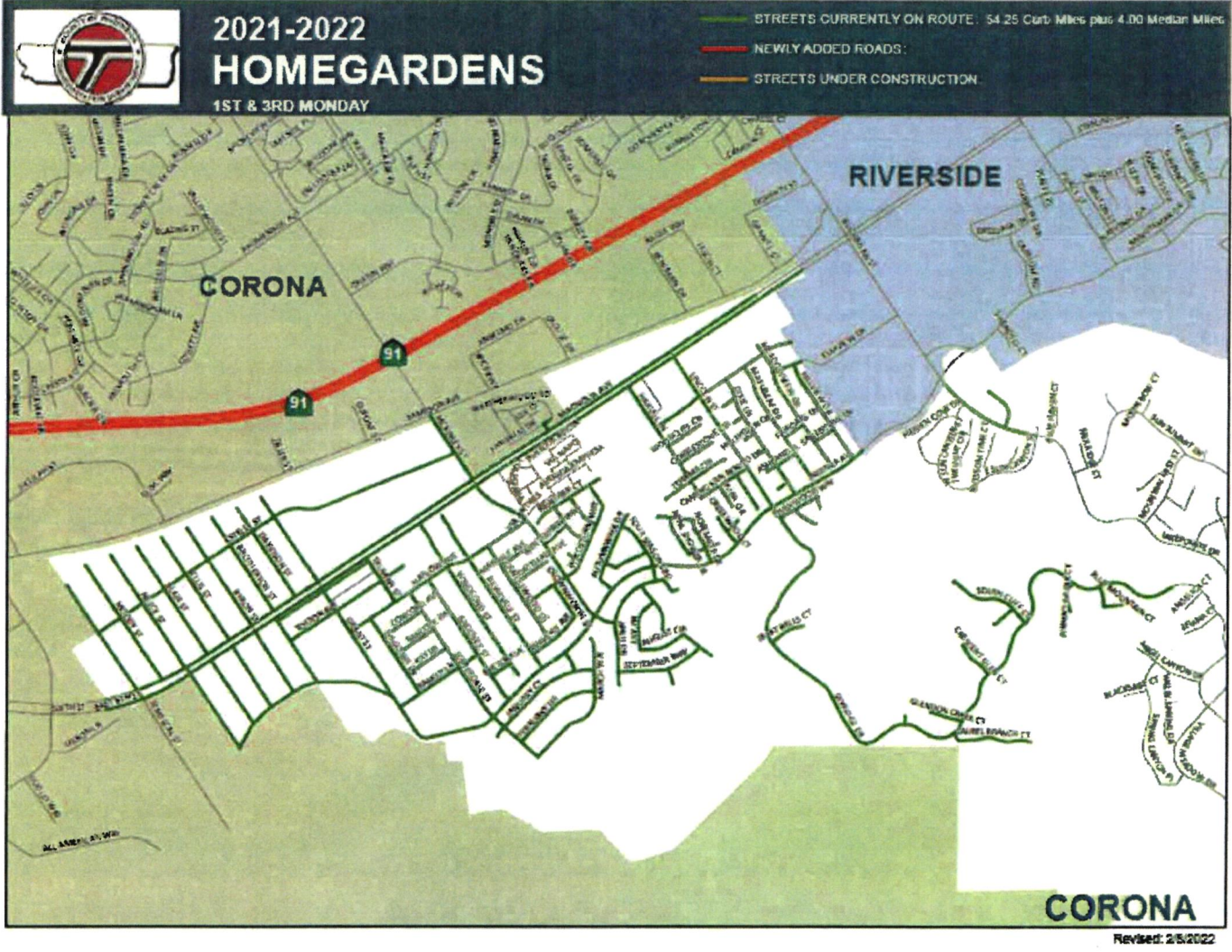
2021-2022 HIGHGROVE

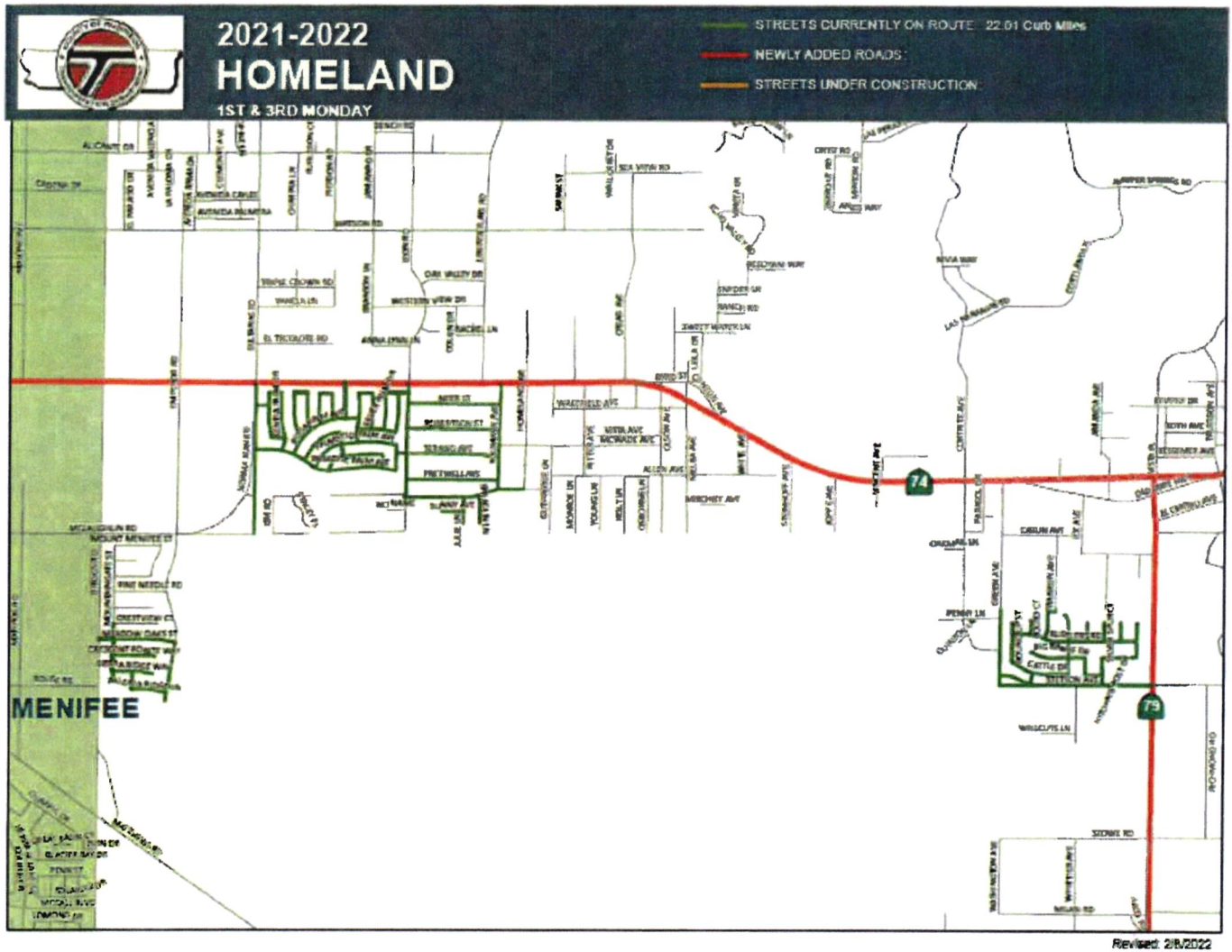
2ND & 4TH TUESDAY

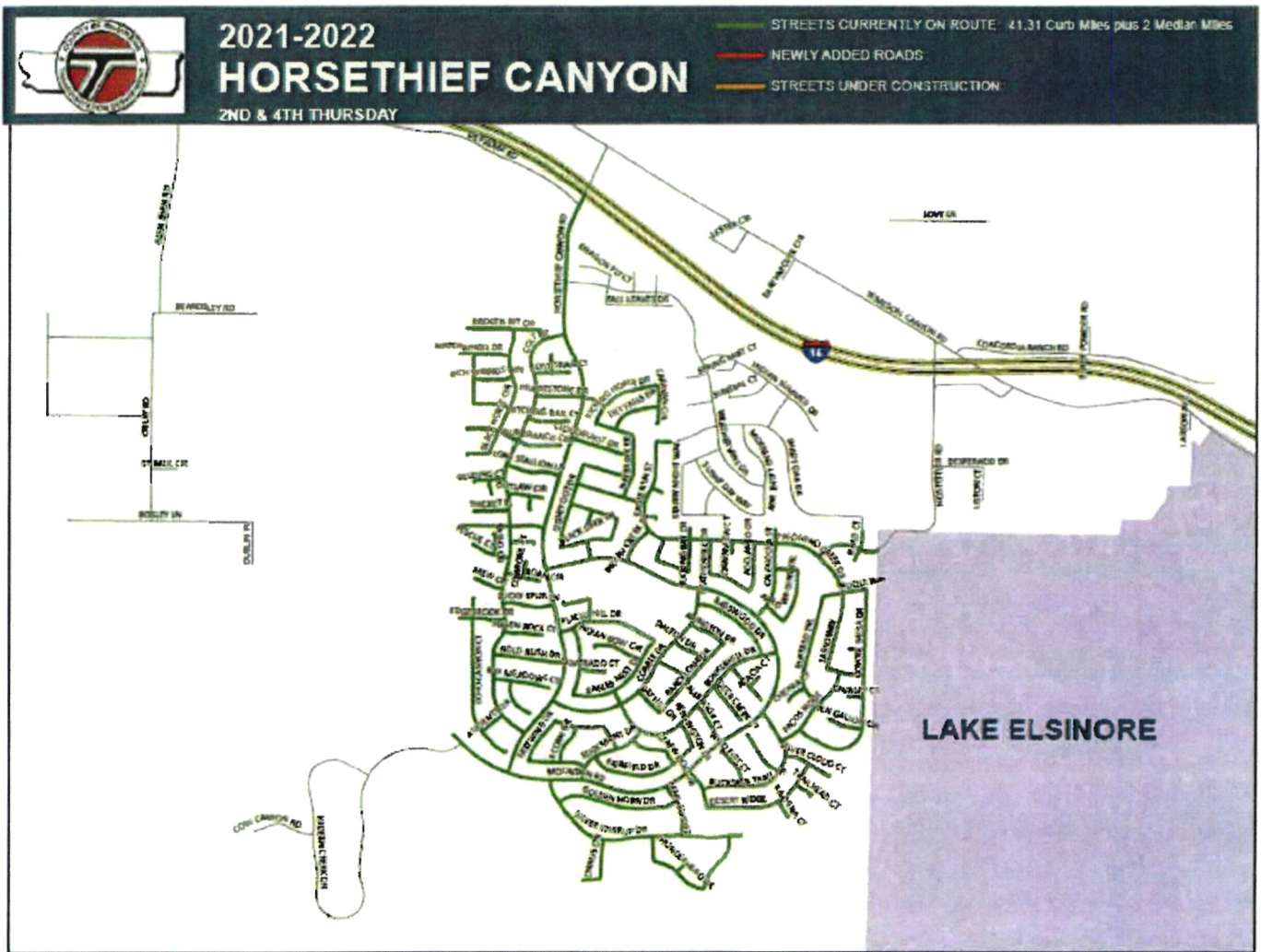
- STREETS CURRENTLY ON ROUTE: 68.49 Curb Miles plus 1.00 Median Mile
- NEWLY ADDED ROADS: 4.51 Curb Miles
- STREETS UNDER CONSTRUCTION



Revised: 2/29/2022

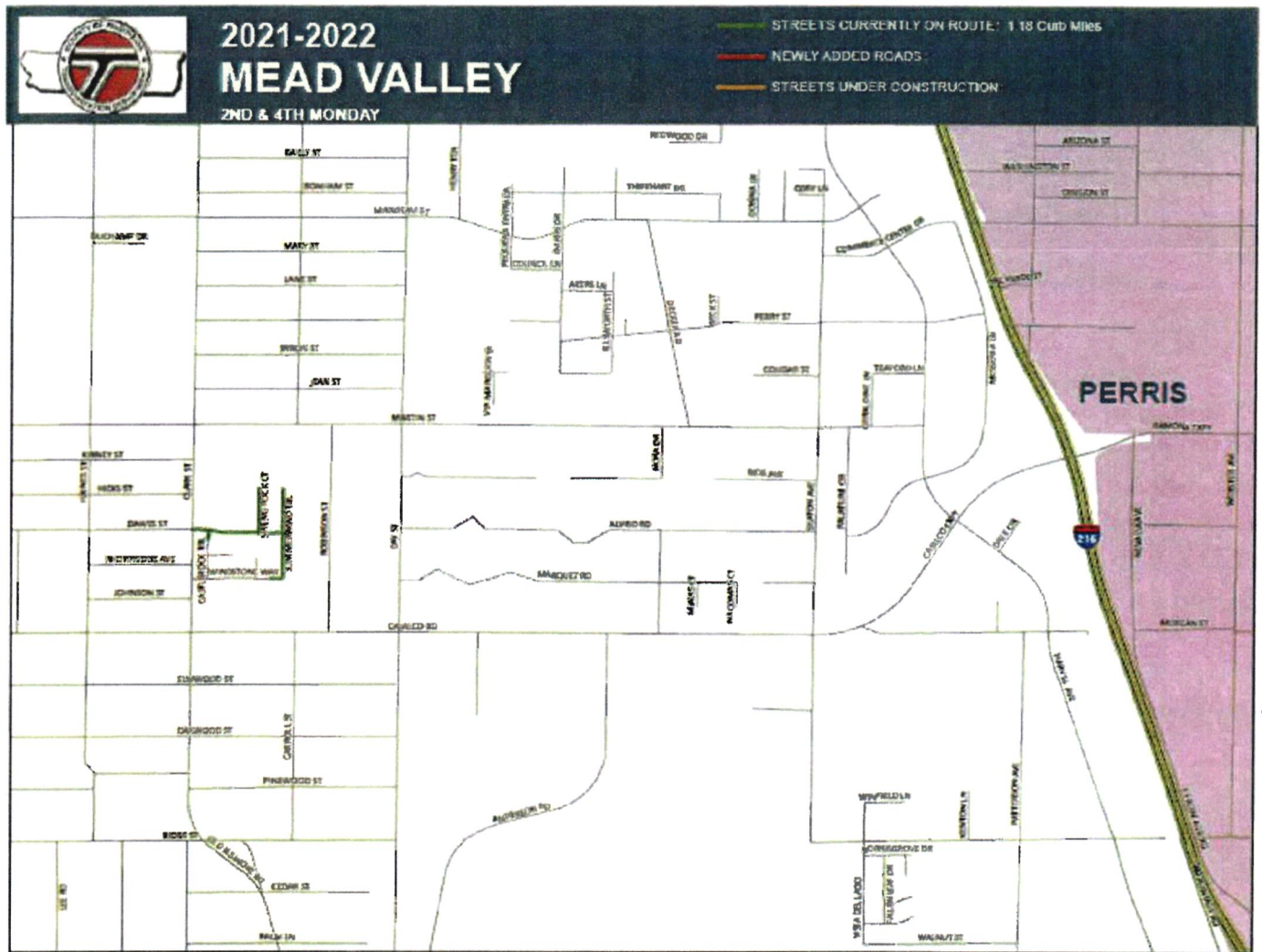


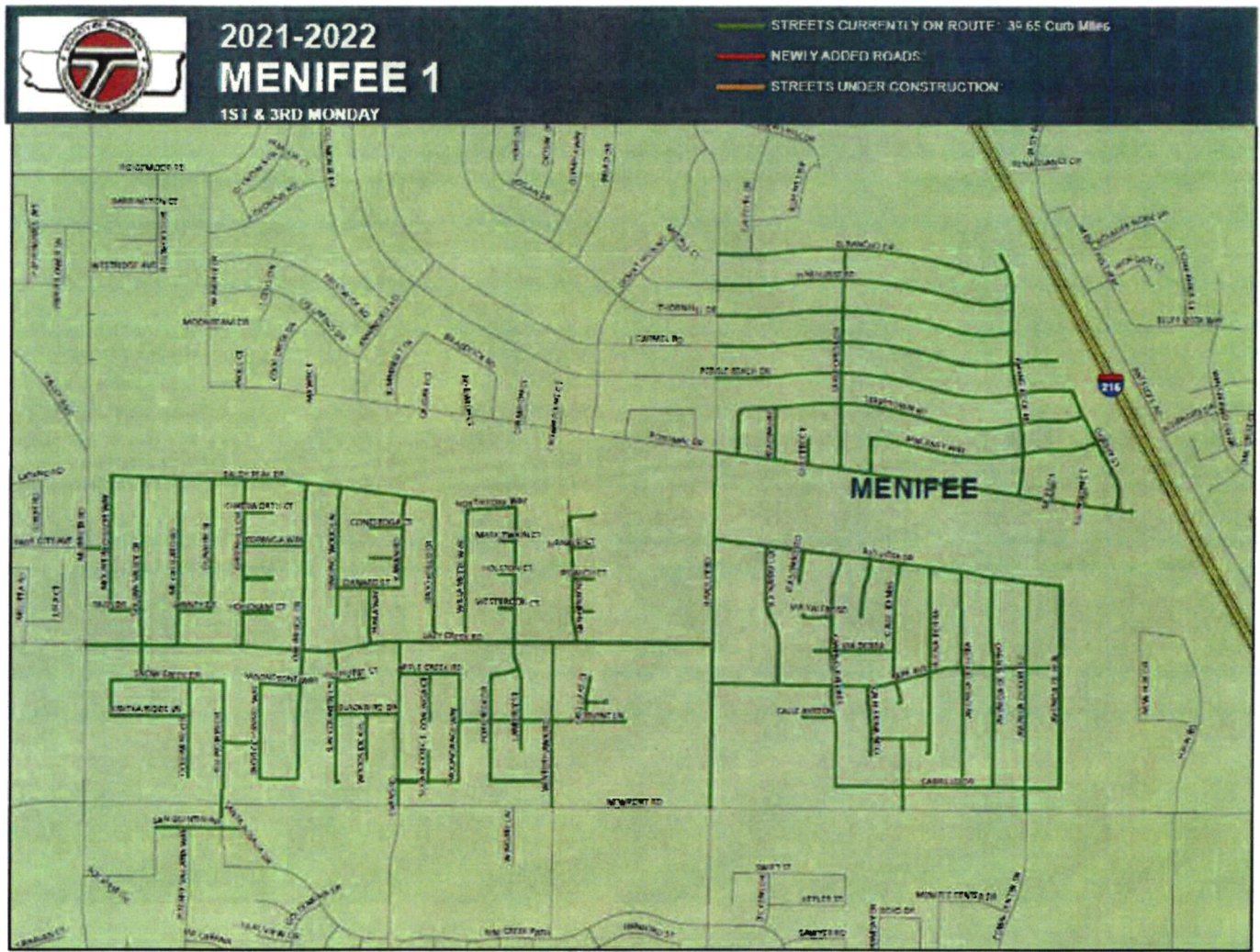


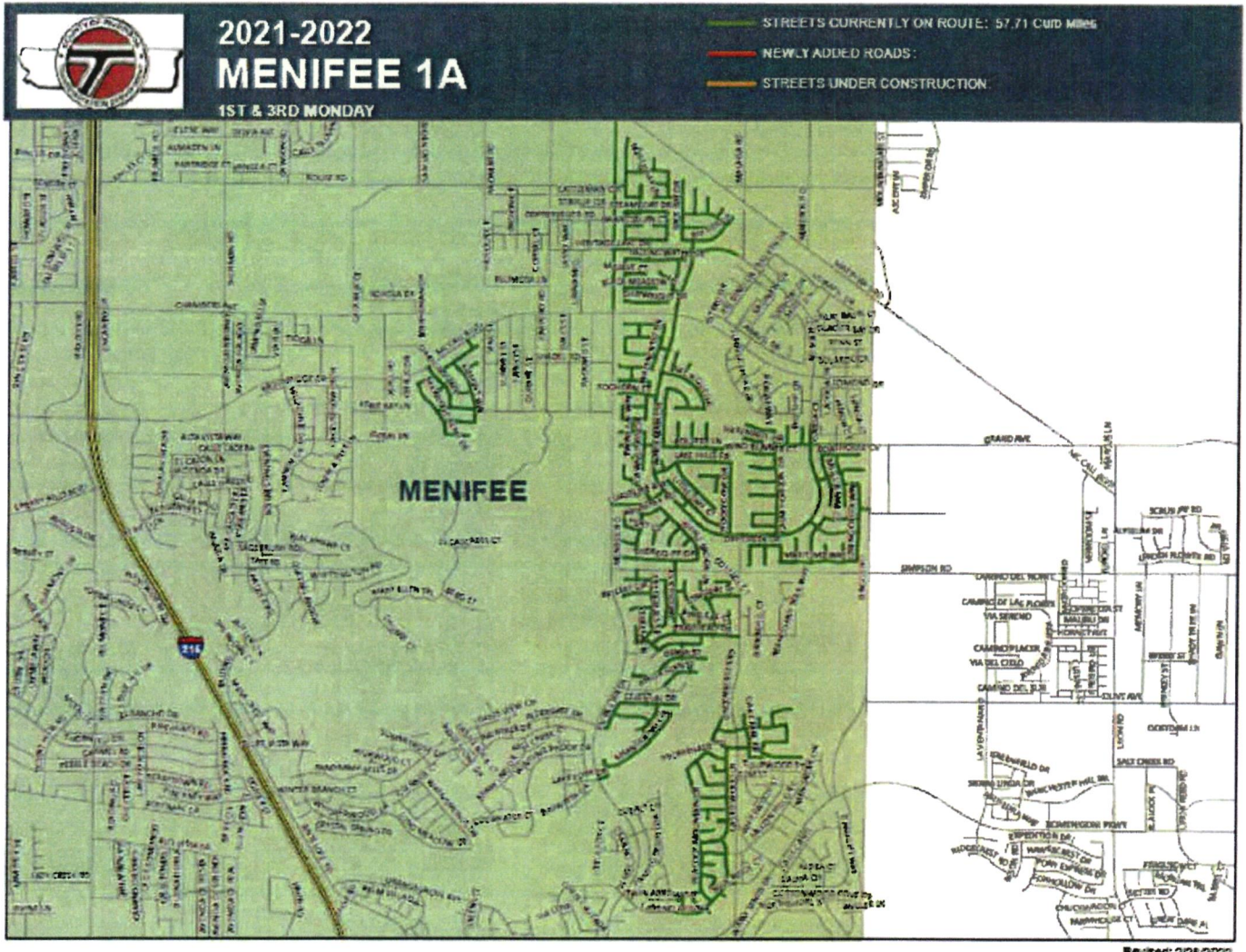


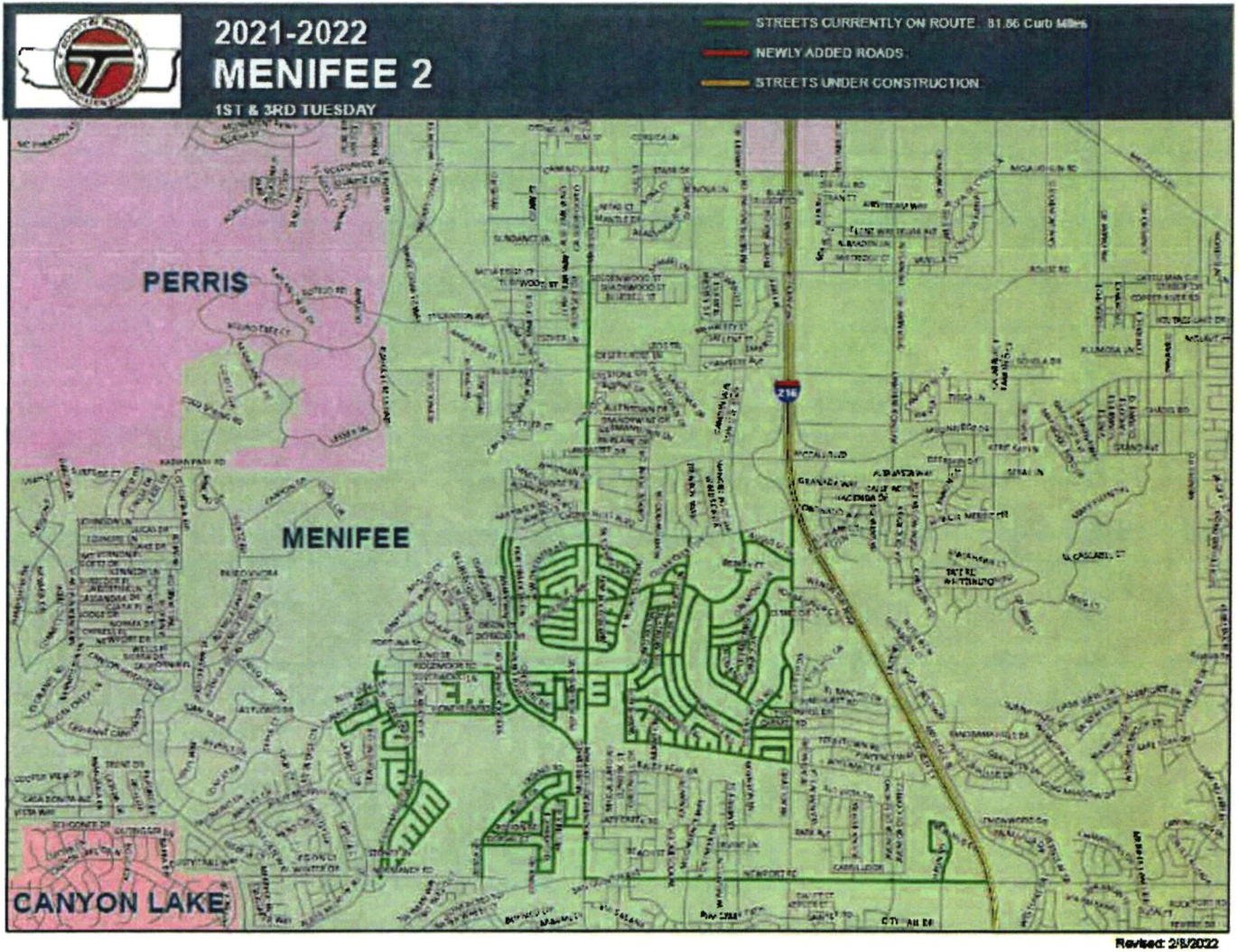


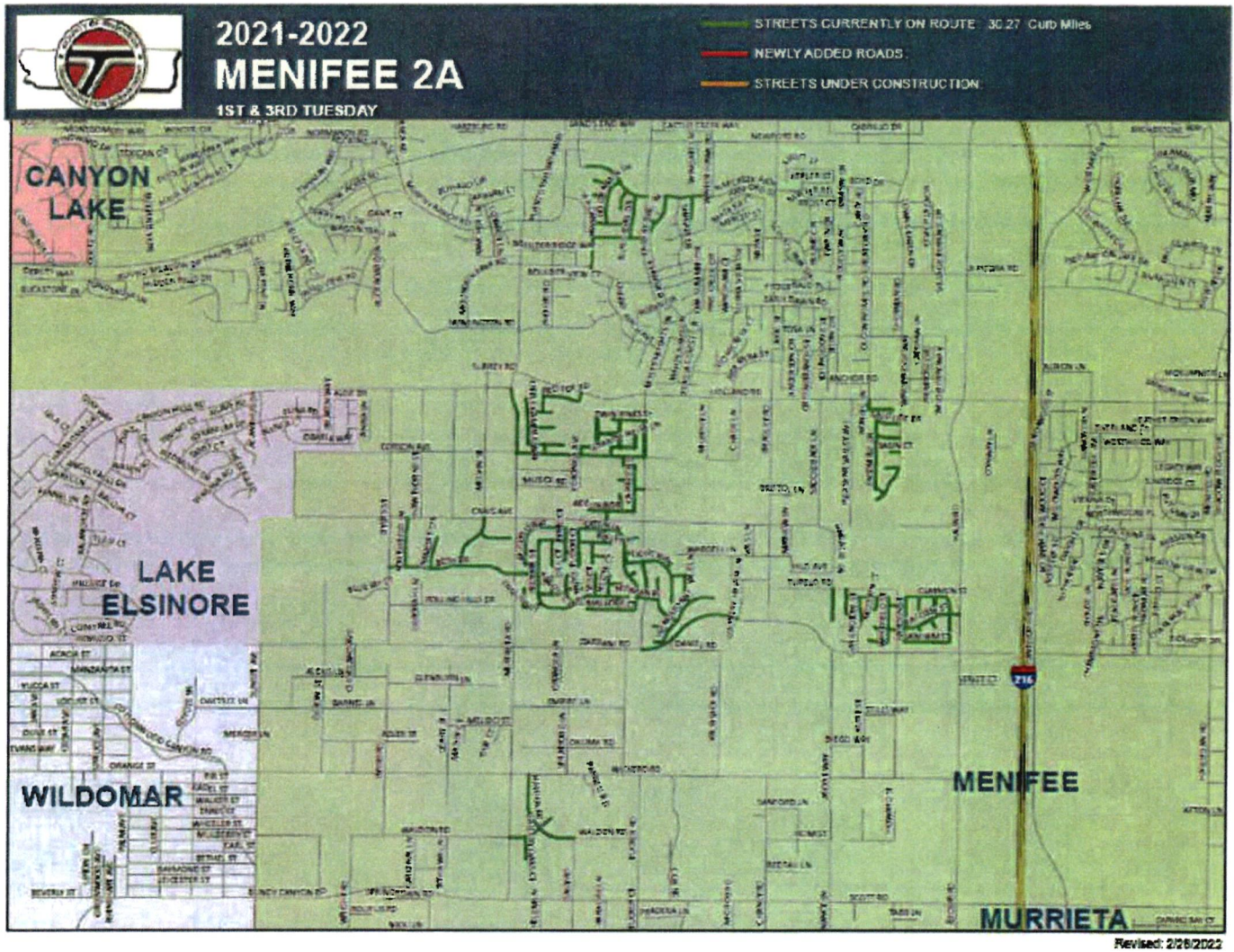


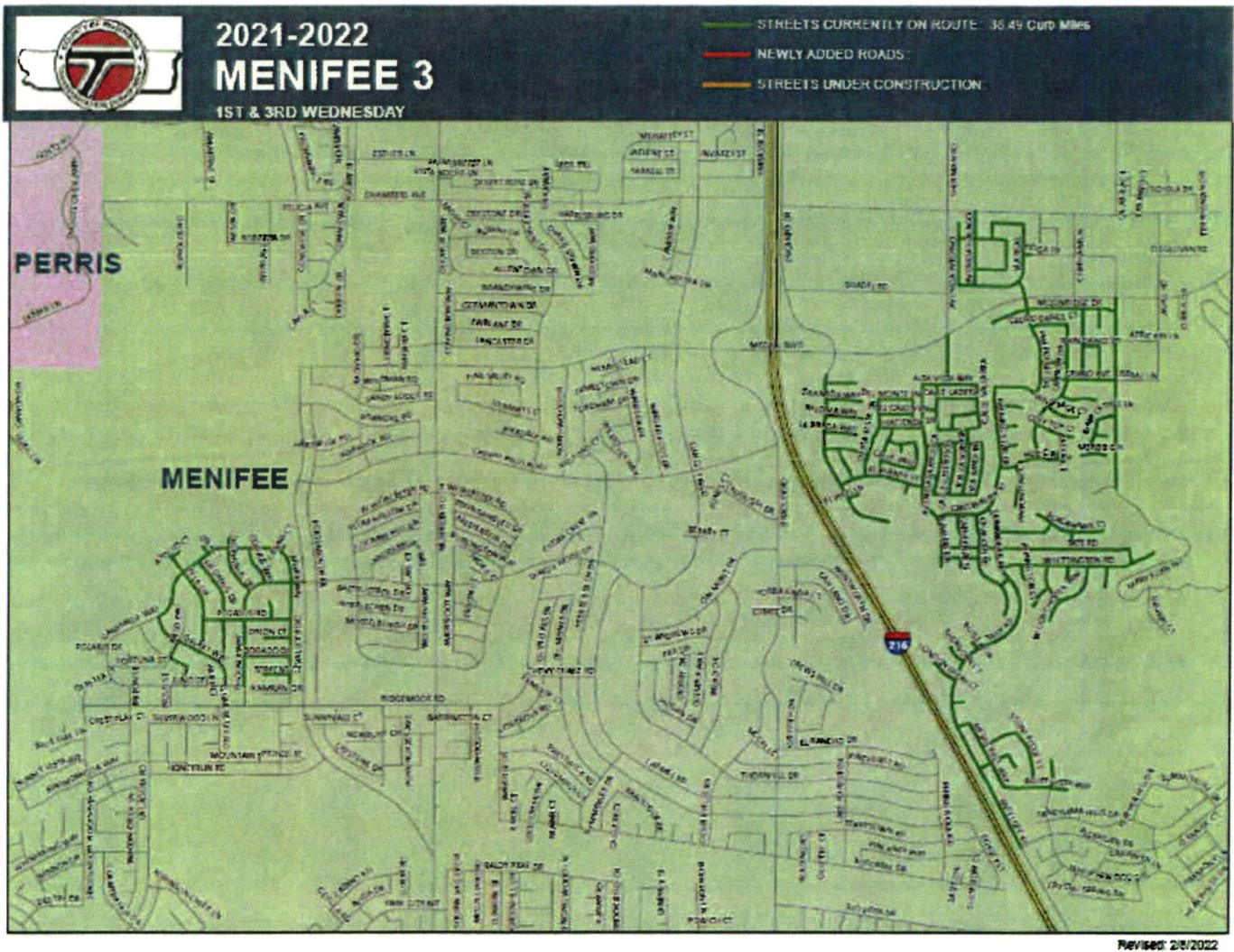


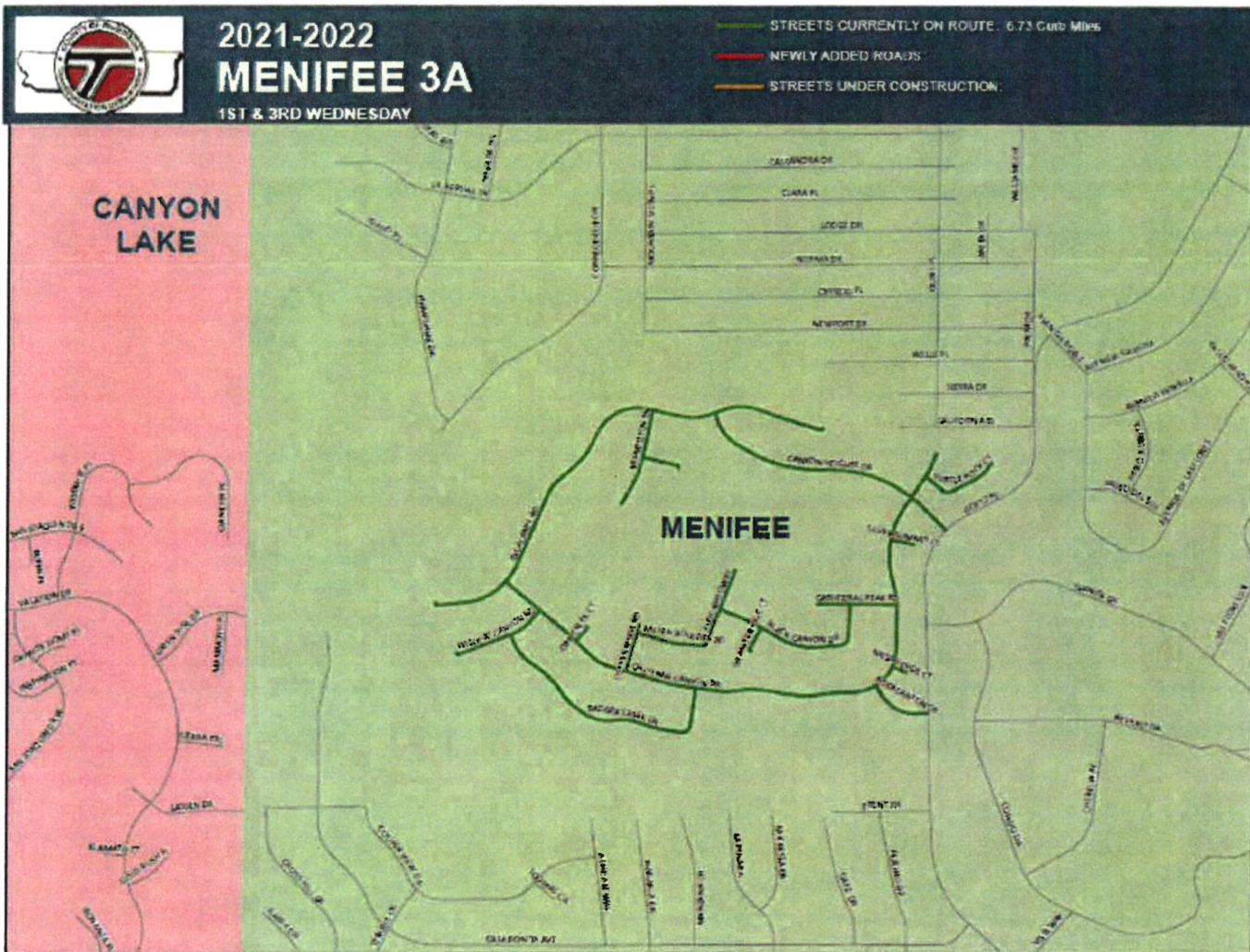


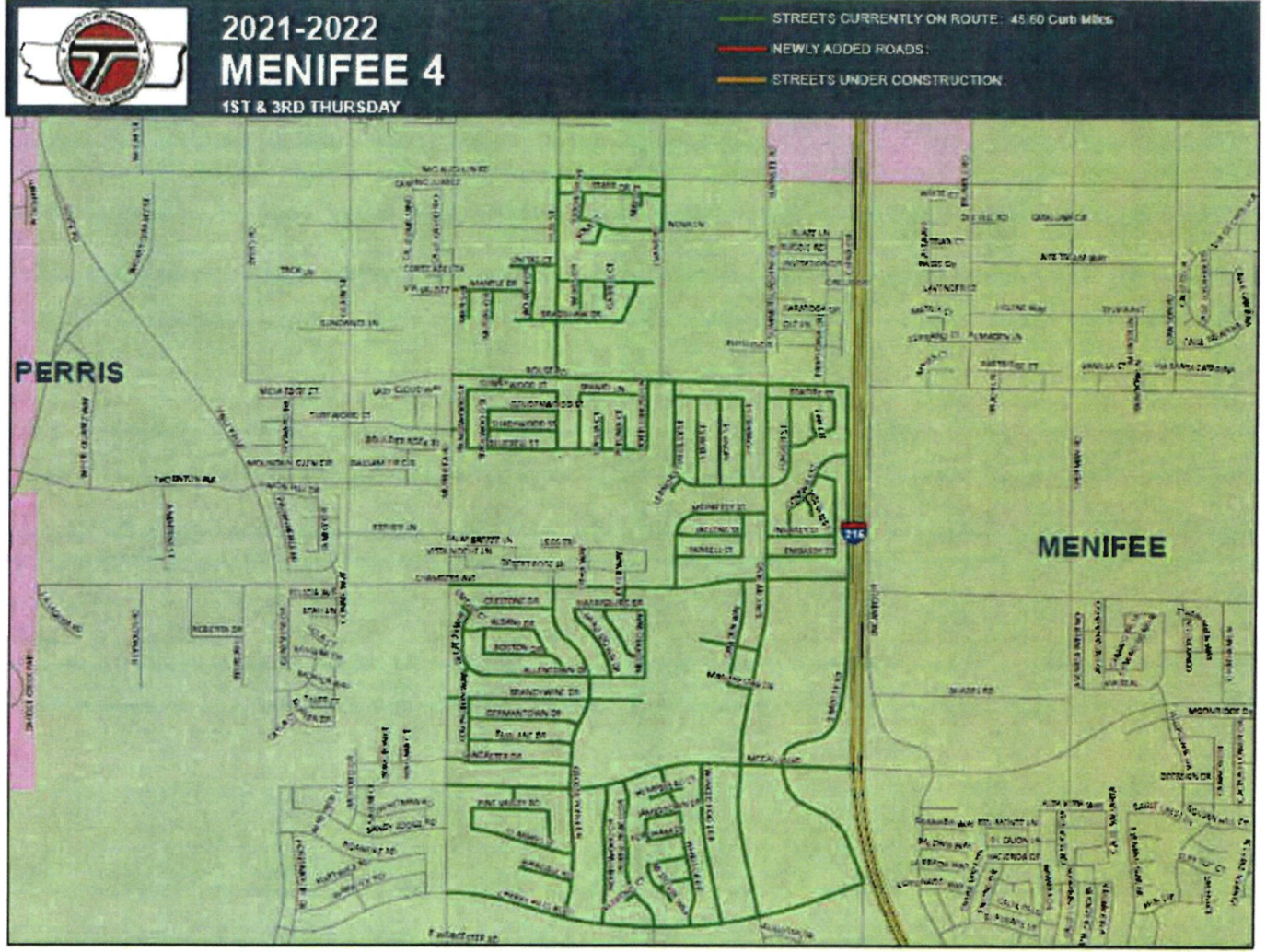


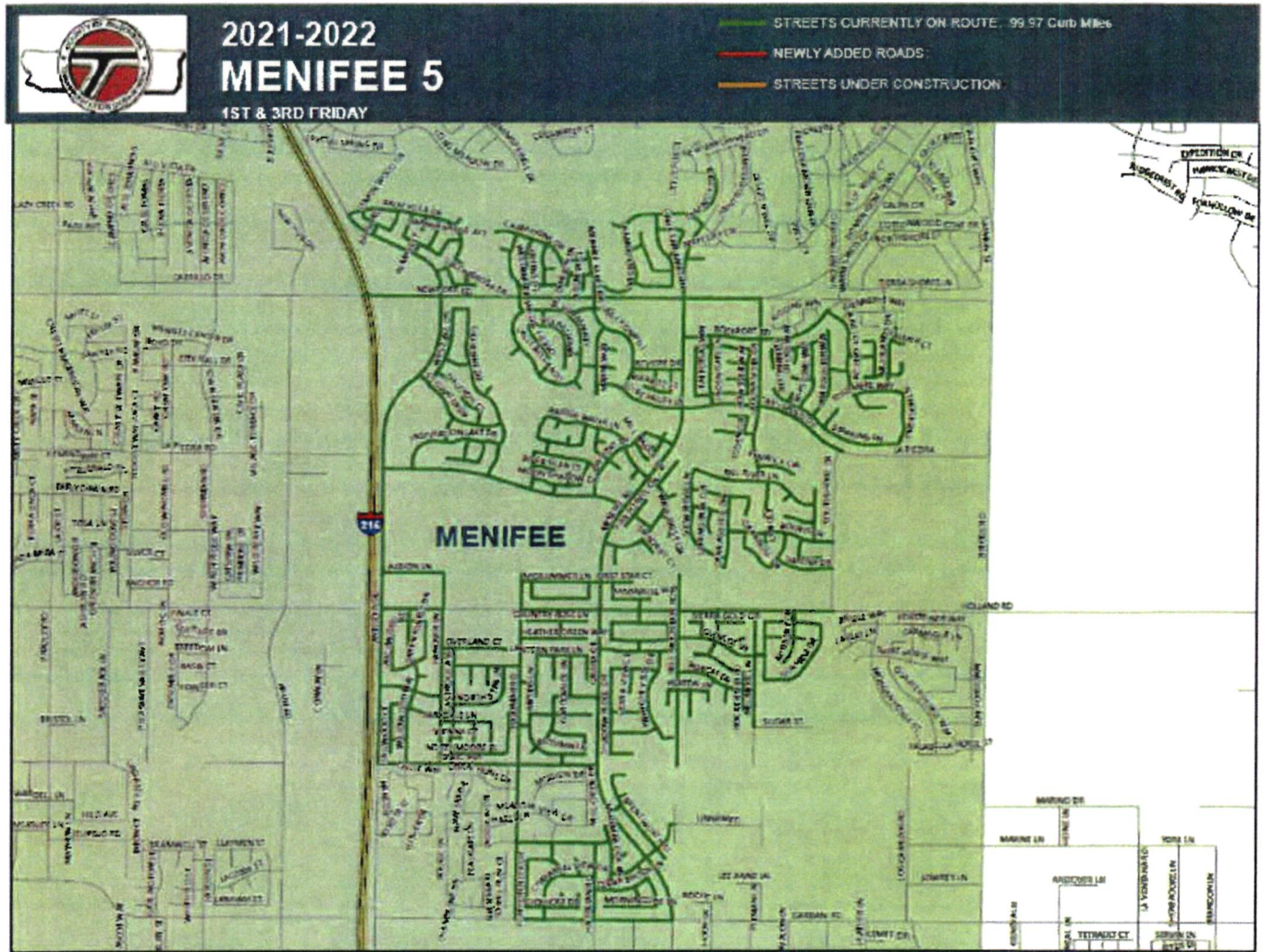


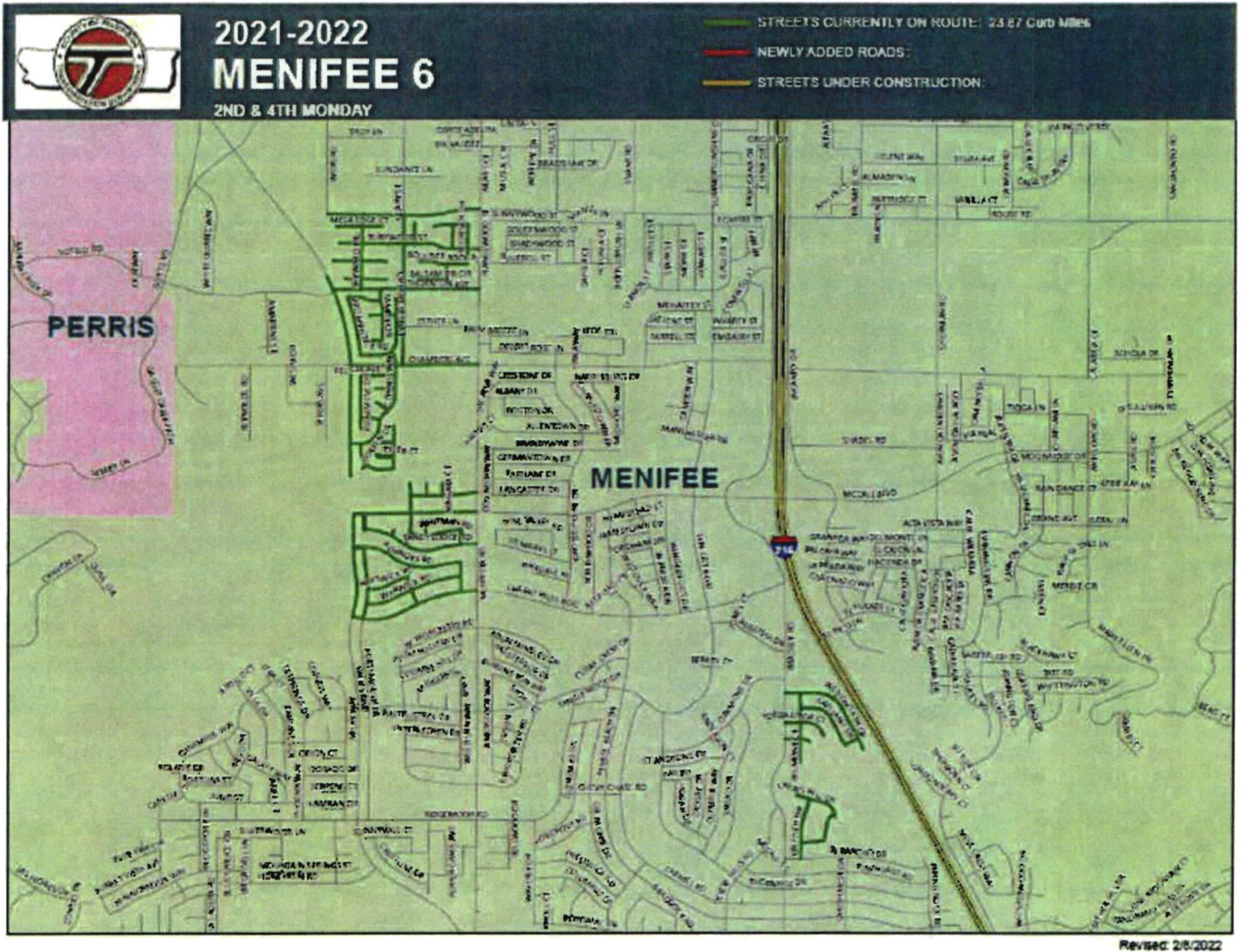


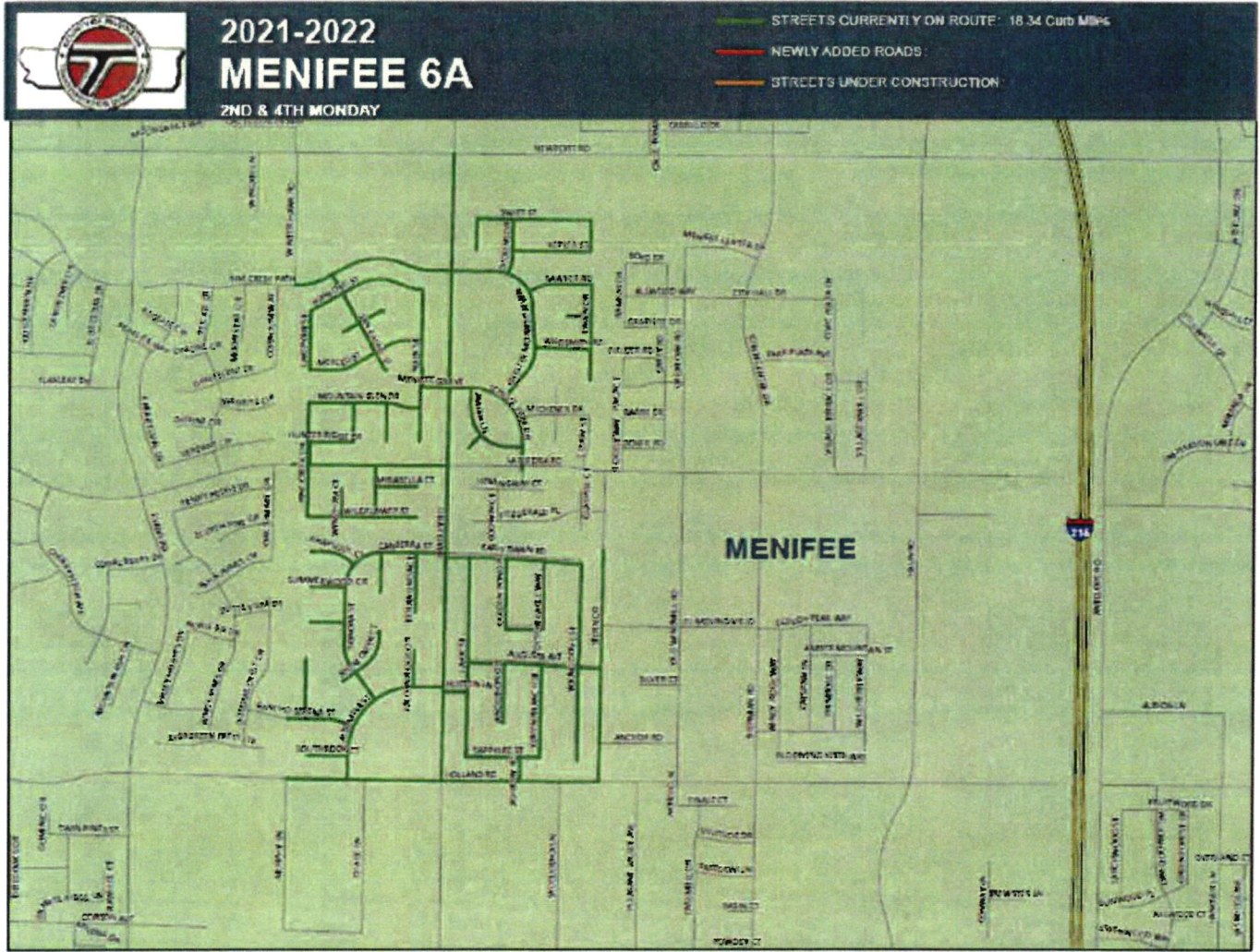


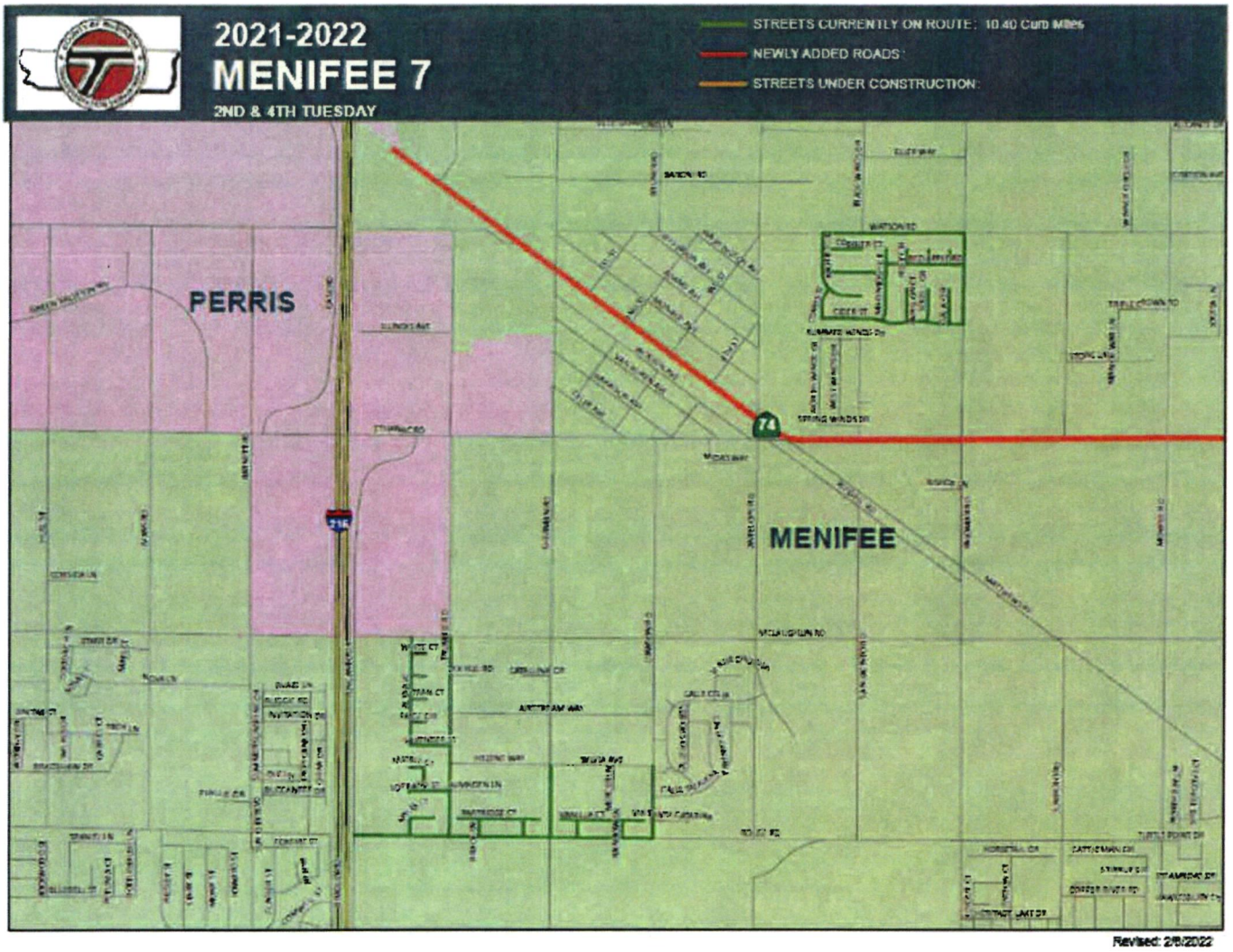


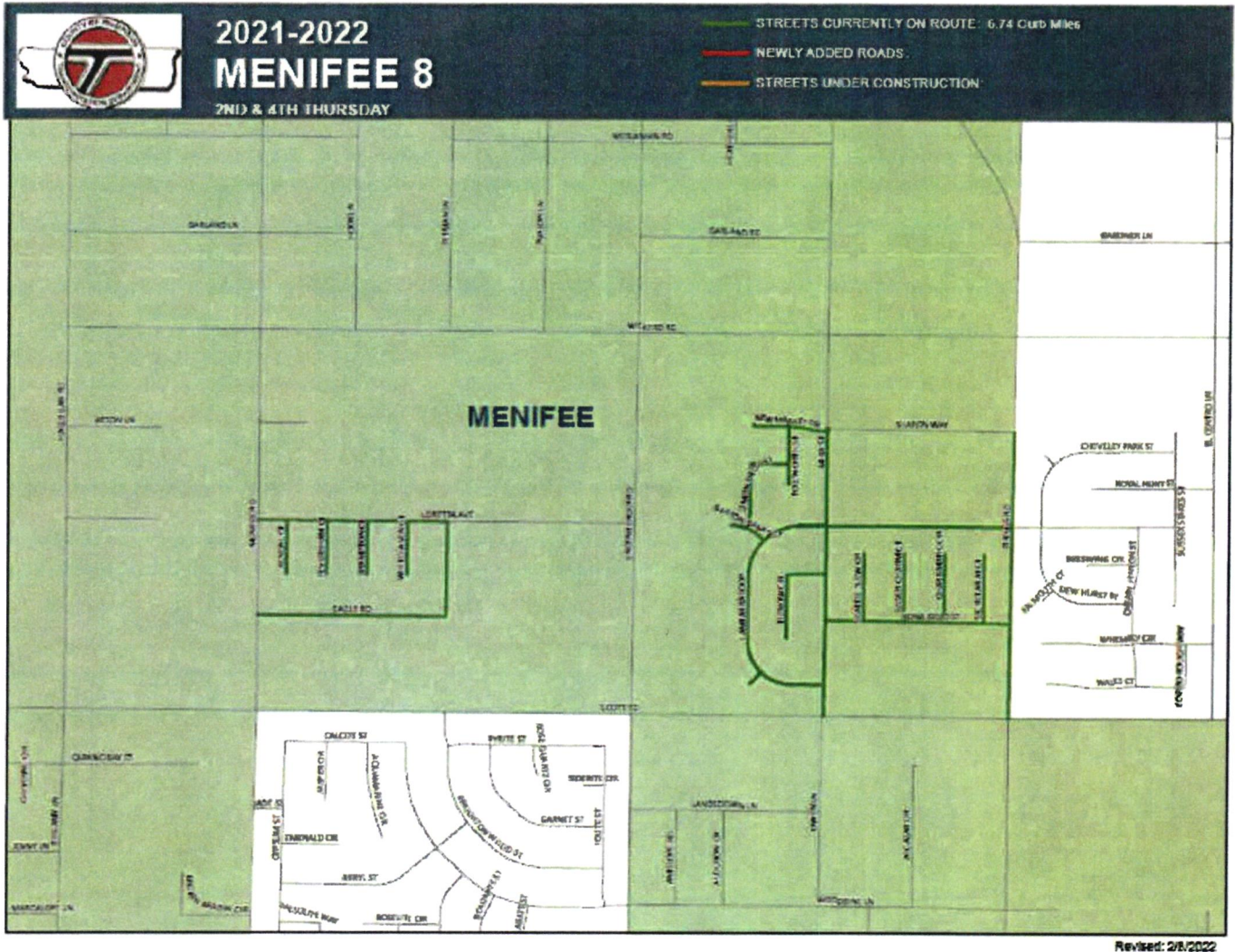


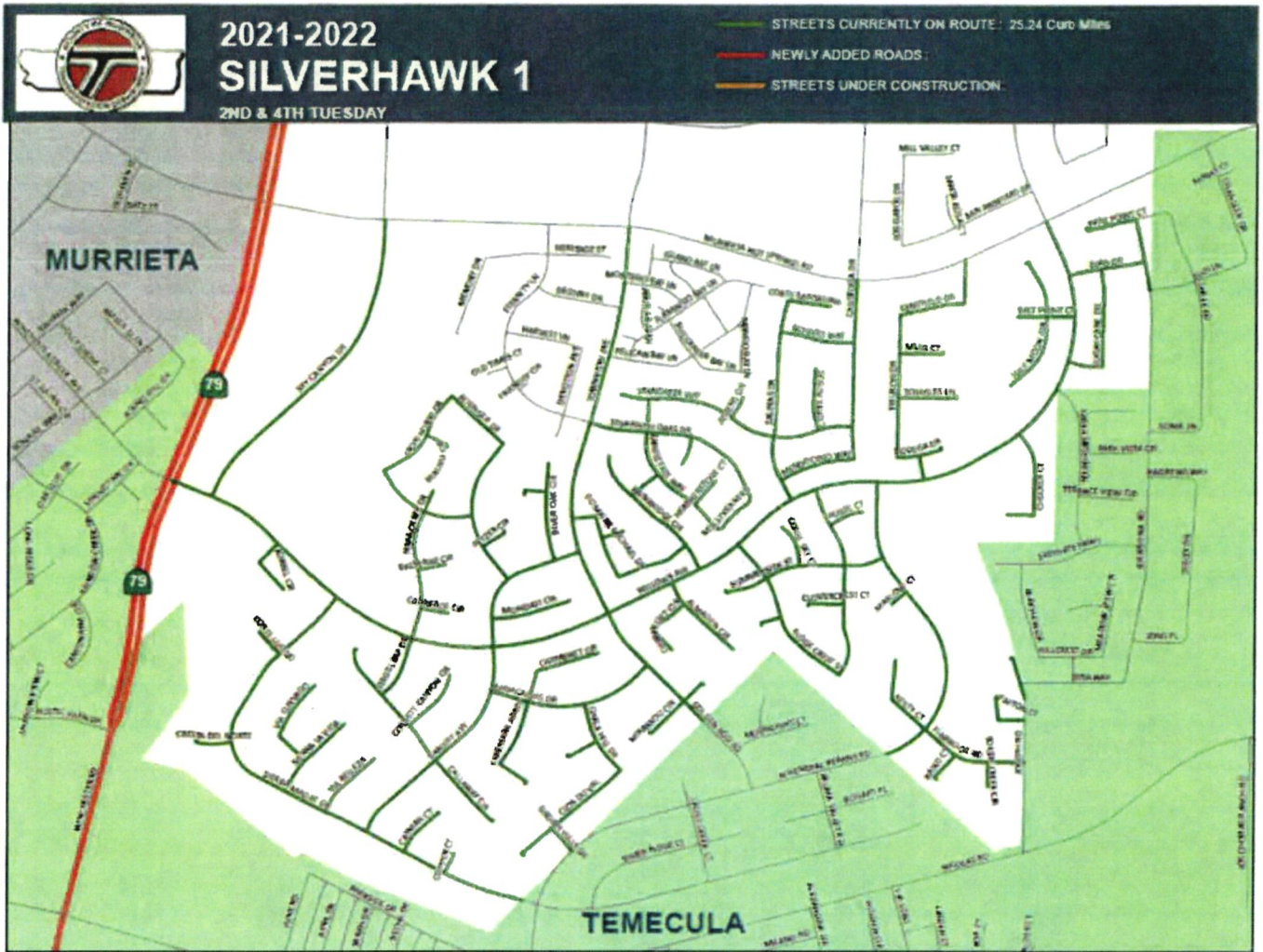


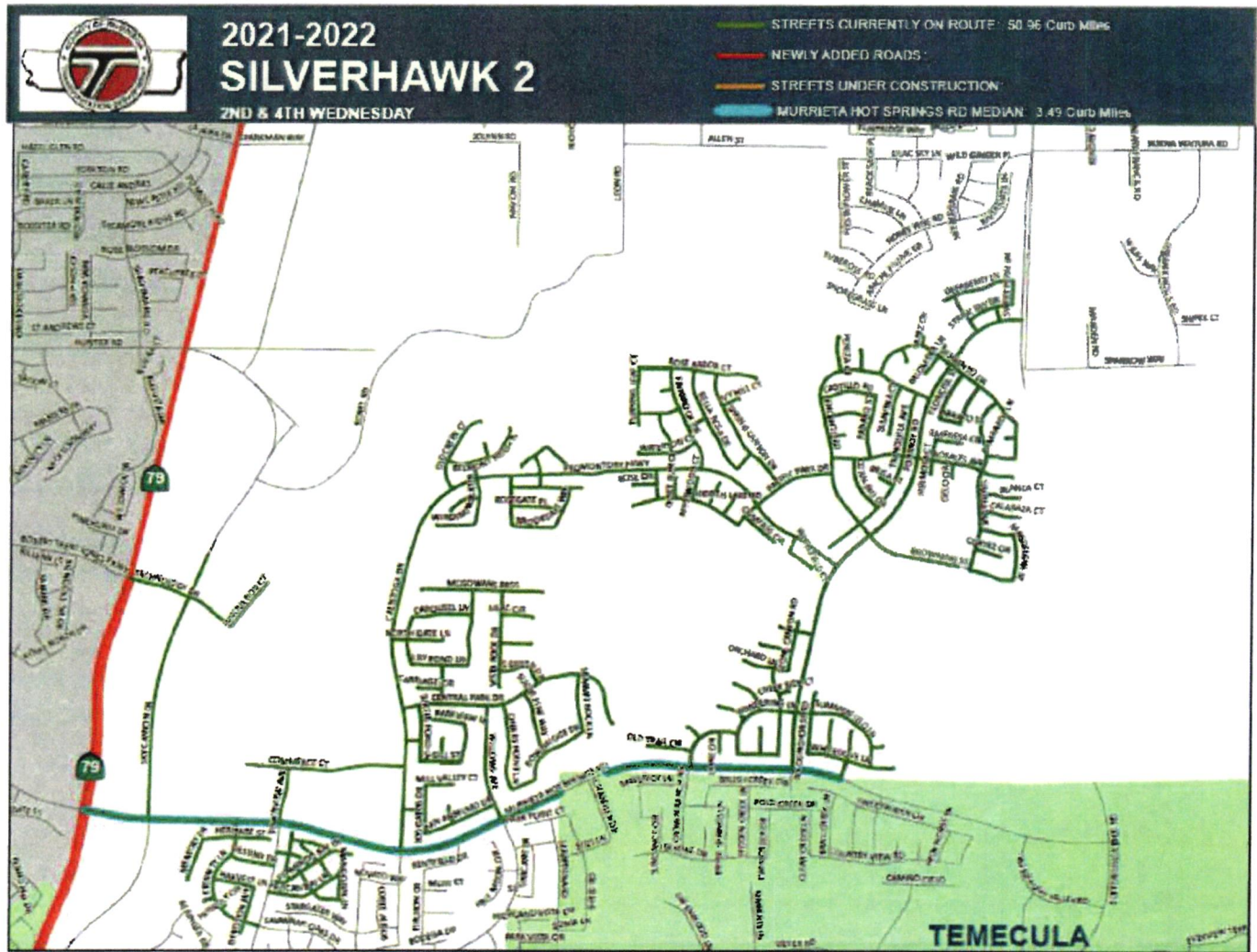




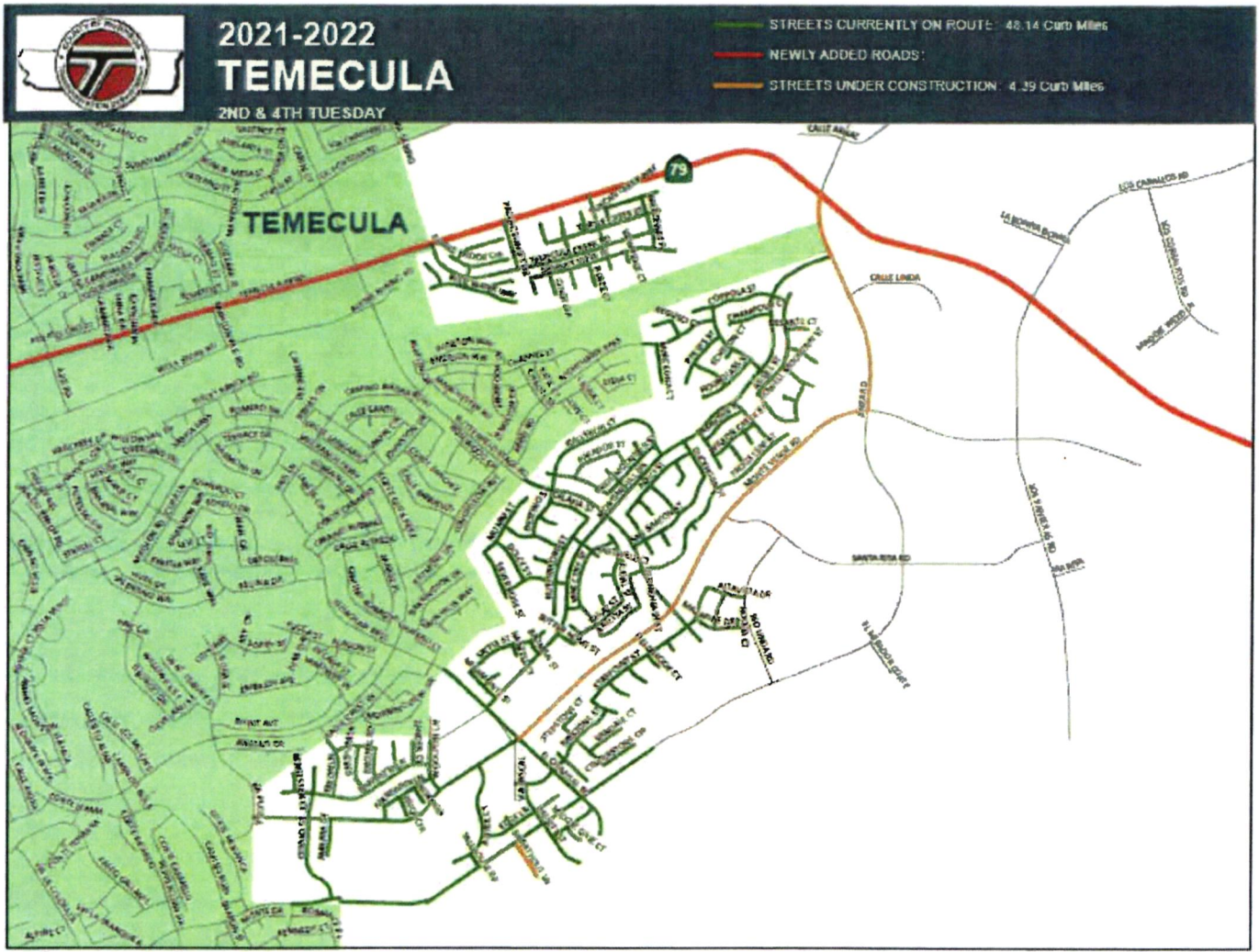


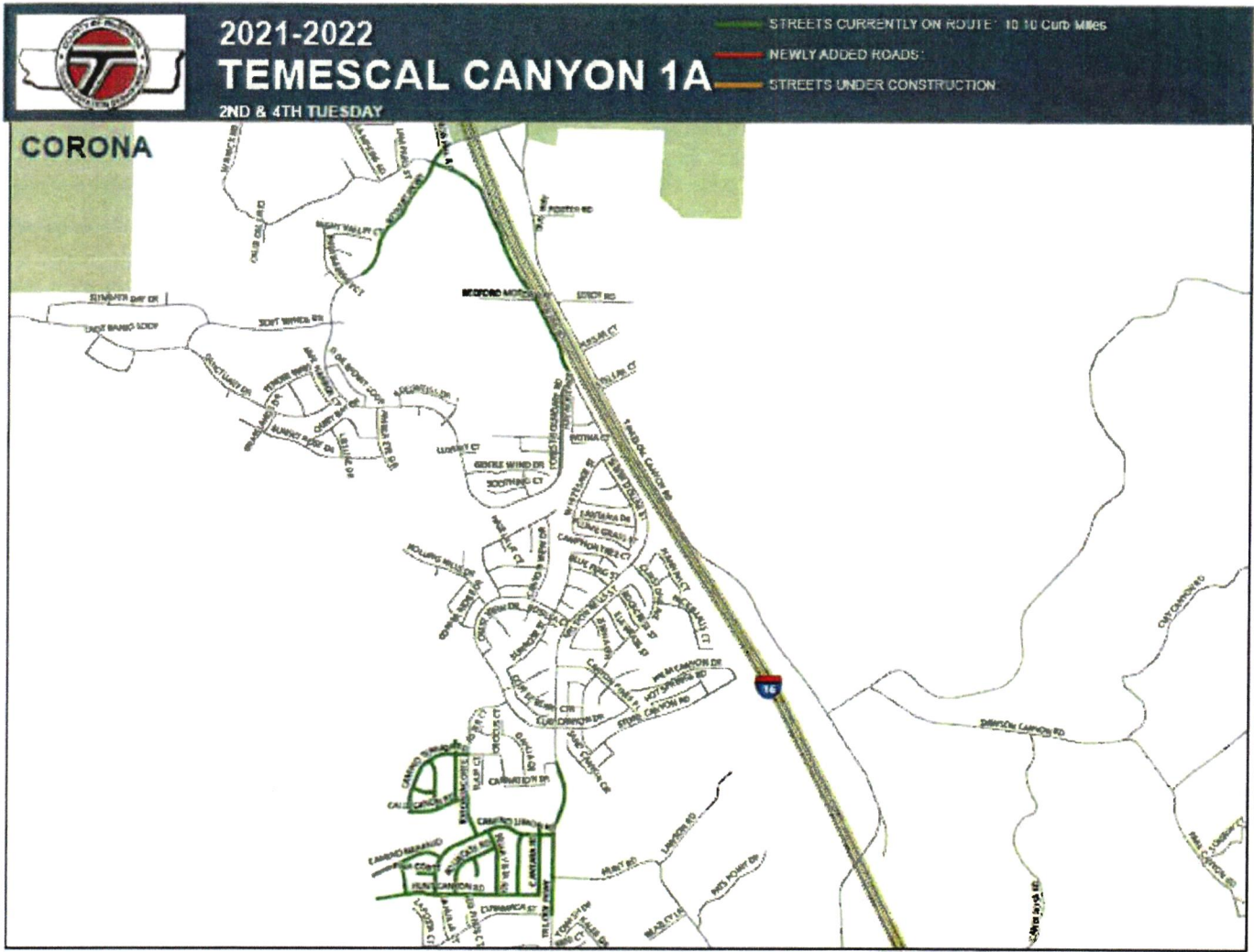


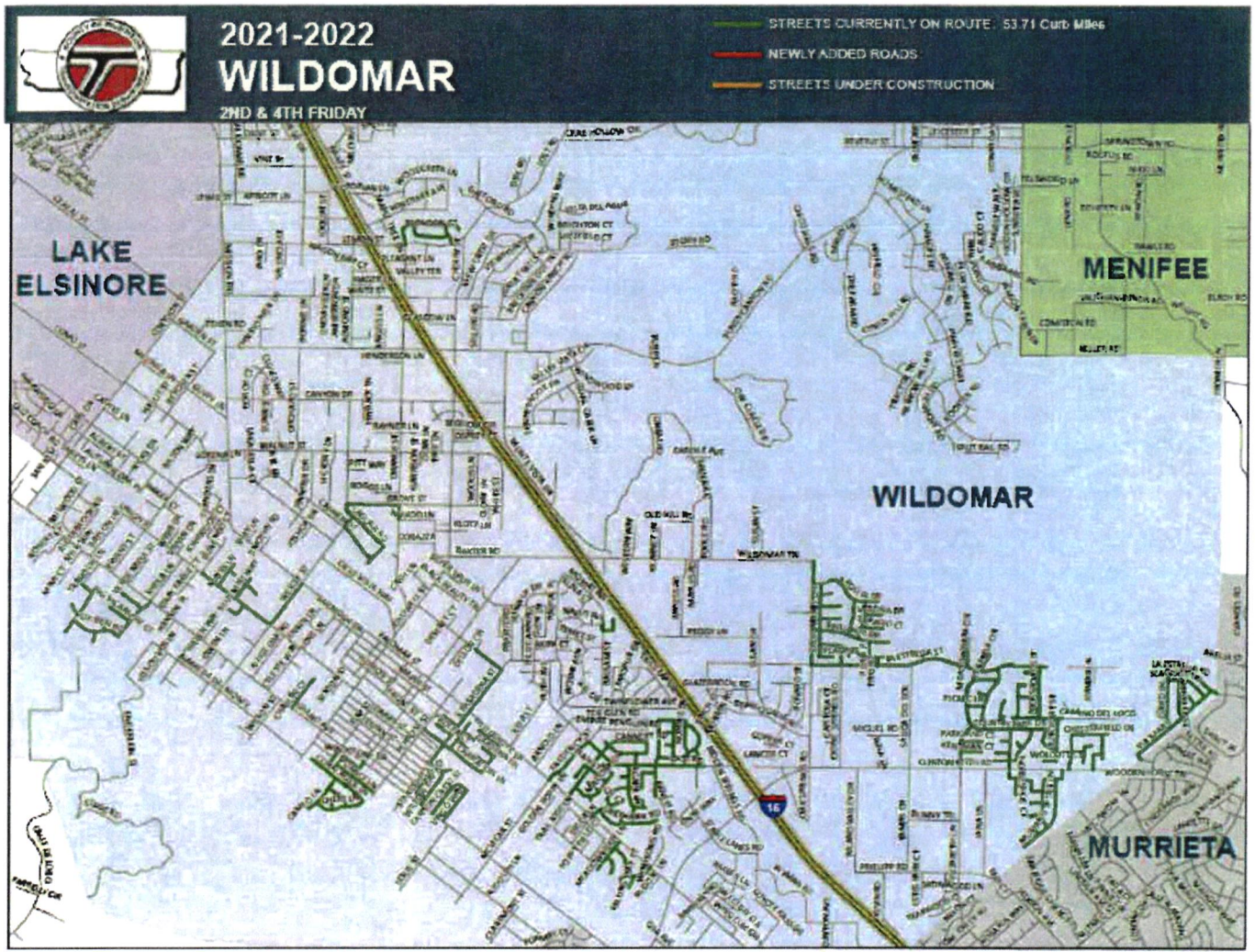




Revised: 2/5/2022



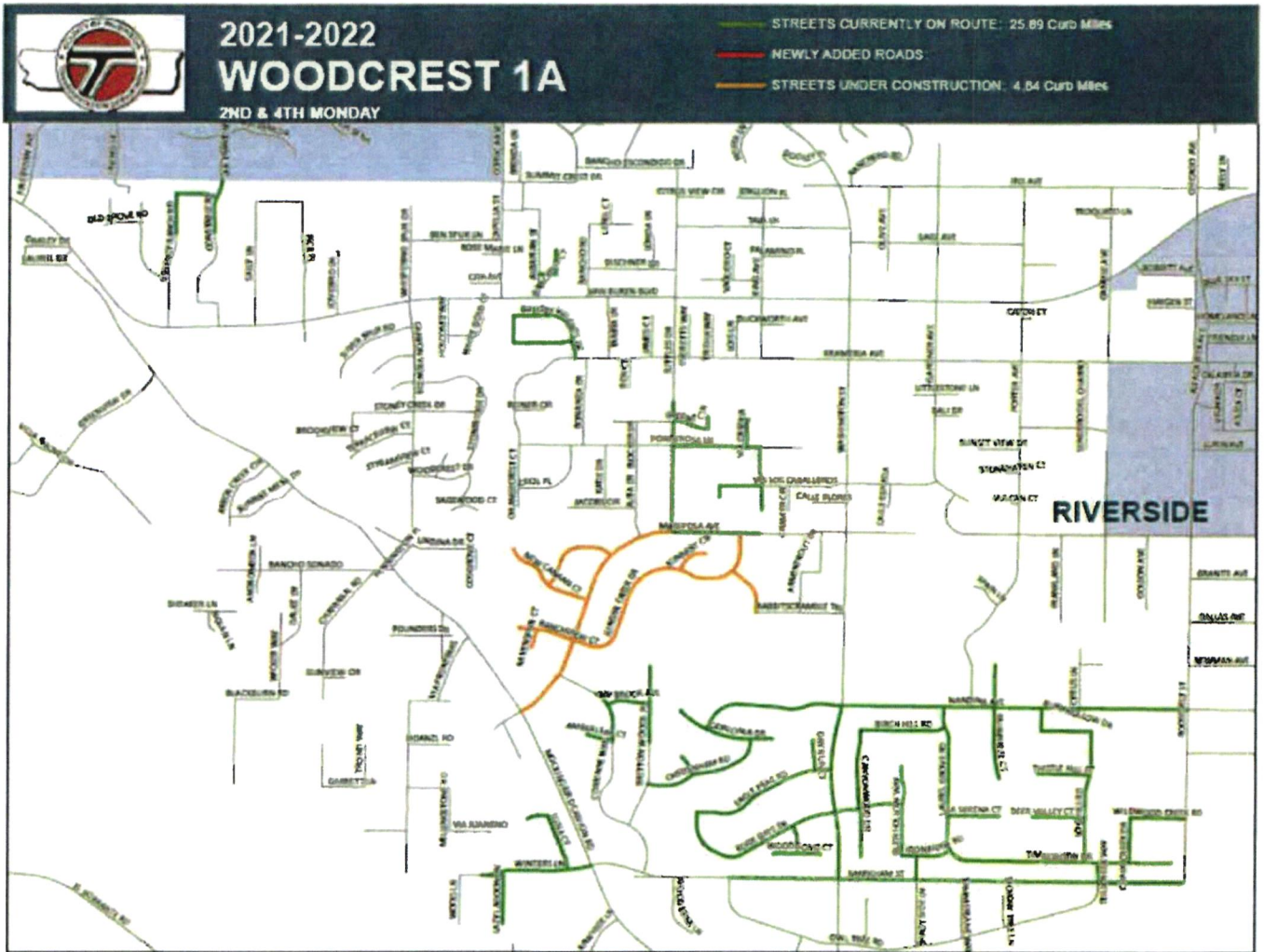




Revised: 2/8/2022









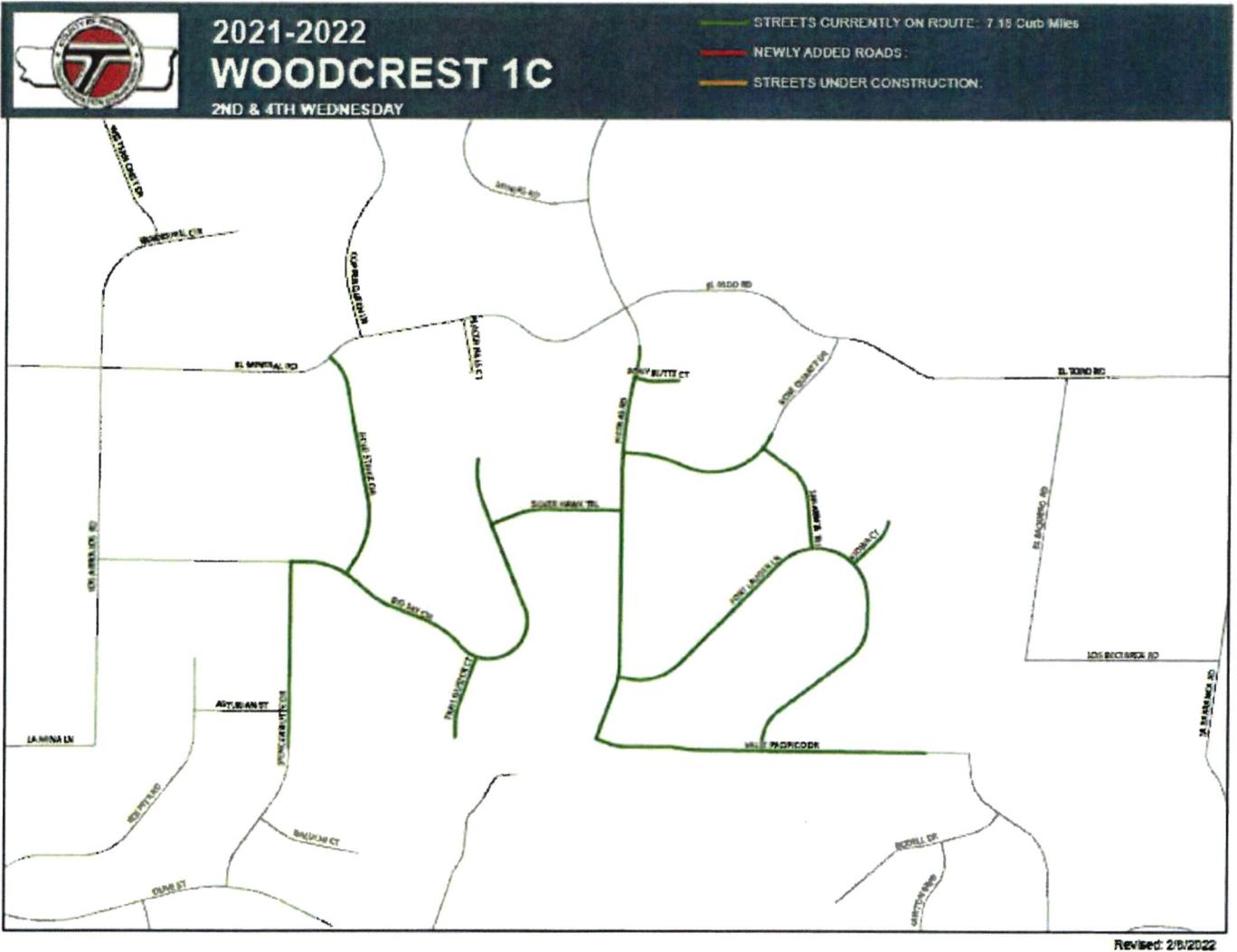


EXHIBIT D
PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

C3.0. Prevailing Rate Penalty

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

C5.0. Payroll Records:

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the CONTRACTOR,

subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

C7.0. Penalty of Excess Hours:

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day

and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

C8.1. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

i. The certified payroll must be submitted at least monthly to the Labor Commissioner.

ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

C8.2. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

C9.2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

C9.2.1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification “announcement” of the CONTRACTOR’s participation on a public works project—it is not a request for the dispatch of an apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

C9.2.2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

C9.2.3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

C9.2.4) Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

c. When the contractor has a direct contract with the Public Agency that is under \$30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

C9.2.6) CONTRACTOR's Compliance: The responsibility of compliance with this Section for all Apprenticable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

PROFESSIONAL SERVICE AGREEMENT

for

STREET SWEEPING SERVICES

(EAST COUNTY SERVICE AREA)

between

COUNTY OF RIVERSIDE

and

SCA of CA, LLC



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This Agreement is made and entered into this ____ day of _____, 2022, by and between SCA of CA, LLC, a Delaware limited liability company, (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.

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties (herein referred to as "Effective Date") and continues in effect through June 30, 2025, with the option to renew for two (2) additional one (1) year periods by a written amendment signed by the authorized representatives of both parties for a final completion date of June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon Effective Date 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 two hundred fifty thousand dollars (\$250,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (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:

Transportation and Land Management Agency
Attn: Michelle Cervantes
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-96874-4234-6/27); 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. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. 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 his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

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

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon thirty (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.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

CONTRACTOR is required to maintain a current valid DIR registration status throughout the period of performance of this Agreement. It is the CONTRACTOR's responsibility to provide proof of DIR registration to COUNTY each fiscal year within ten (10) days of renewal.

a) **SCA of CA, LLC – DIR # PW-LR-1000880302**

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. 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 (5) years following

termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

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

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation and Land Management Agency
Attn: Michelle Cervantes
4080 Lemon Street, 8th Floor

CONTRACTOR

SCA of CA, LLC
Attn: Rick Anderson
1937 W. 169th Street

Riverside, CA 92501

Gardena, CA 90247

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 ten (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's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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. Professional Liability:

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

E. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

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

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

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

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

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

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

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

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

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

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

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

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

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

SCA of CA, LLC, a Delaware limited liability company

By: [Signature]
Chair, Board of Supervisors

By: [Signature]
Name: Tony Cincotta
Title: Regional Vice President

KEVIN JEFFRIES

Dated: 2/7/23

Dated: 11/7/2022

ATTEST:

Clerk of the Board
By: [Signature]
Deputy

KIMBERLY A. RECTOR

APPROVED AS TO FORM:

County Counsel
By: [Signature]
Danielle Maland
Deputy County Counsel

FEB 7 2023 3.26

**EXHIBIT A
SCOPE OF SERVICES**

1. PREVAILING WAGE

A. All or a portion of the services in this Agreement is considered a public works project according to California Labor Code section 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of performance of this Agreement. CONTRACTOR will provide its DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to www.dir.ca.gov as required. CONTRACTOR must also provide a copy of its certified payroll records to COUNTY at the same time those records are provided to the DIR. CONTRACTOR shall pay its employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement in compliance with applicable DIR requirements. CONTRACTOR shall comply with the requirements set forth in Exhibit D, Prevailing Wage Requirements, attached hereto and incorporated herein by this reference.

2. GENERAL REQUIREMENTS & NOTES

- A. The CONTRACTOR's primary objective of this street sweeping contract is to pick up all leaves, paper, dirt, rocks, cans, and/or other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The COUNTY will make the final determination as to whether the street sweeping service has been satisfactorily completed. CONTRACTOR is required to sweep routes twice monthly at the very minimum.
- B. CONTRACTOR shall meet wage and reporting requirements as set forth in this Agreement.
- C. CONTRACTOR shall furnish all necessary legal transportation, permits, insurance and taxes, in their performance of the scope of services.
- D. CONTRACTOR shall provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary in their performance of the scope of services.
- E. CONTRACTOR shall schedule work during normal working hours, Monday thru Friday, 6:30 A.M. to 5:30 P.M. CONTRACTOR shall obtain prior approval by the appropriate Transportation Department staff for 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.
- F. DRESS CODE AND APPEARANCE – The CONTRACTOR shall be required to provide uniforms, with the company name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when working on COUNTY projects.
- G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the CONTRACTOR. Additional traffic control may be required if existing traffic control is deemed insufficient.
- H. VEHICLE LABELING – The CONTRACTOR shall provide company name and telephone number on all vehicles working on COUNTY projects. Labeling maybe permanent or temporary.

- I. VEHICLE SAFETY – The CONTRACTOR shall provide on their onsite vehicles a ‘backup warning device’ that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create 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 CONTRACTOR, well maintained, and good in appearance.
- J. VEHICLE OCCUPANCY – CONTRACTOR shall not exceed passenger vehicle occupancy safety ratings.
- K. EQUIPMENT TRAINING - CONTRACTOR shall be responsible for the proper education of their employees on all equipment used by the employees. CONTRACTOR shall at a minimum perform annual safety instruction.
- L. DRIVER LICENSING – CONTRACTOR shall ensure and verify each Driver has the correct State of California Department of Motor Vehicles license/endorsement for equipment operated by the Driver.
- M. EMERGENCY SERVICES – The CONTRACTOR shall make available emergency service on a 24 hour a day, seven day per week basis.
- N. 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.

3. QUALITY ASSURANCE/INSPECTION

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

- C. 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. COUNTY may request CONTRACTOR'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.

4. SAFETY

- A. 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.
- B. CONTRACTOR shall conform to all governing safety regulations.
- C. 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.
- D. CONTRACTOR shall not trespass or perform illegal activities.
- E. CONTRACTOR shall be responsible for the proper education of their employees on all equipment used by the employees. CONTRACTOR shall perform annual safety instruction.
- F. 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.

5. GENERAL

- A. 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.
- B. CONTRACTOR shall clean roadways and other areas dirtied by his street sweeping services.
- C. CONTRACTOR shall not blow any major or minor materials into the roadways at any time.
- D. CONTRACTOR shall be responsible for all cleanups of green waste and debris that overflows or is left on the street due to the street sweeping.
- E. CONTRACTOR shall submit and maintain a current maintenance schedule for street sweeping services, to be updated as needed to maintain an accurate schedule.
- F. 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".

G. CONTRACTOR shall furnish all labor and materials necessary to accomplish maintenance in accordance with foregoing specifications.

6. SWEEPING

A. The CONTRACTOR shall sweep and/or clean all public, COUNTY maintained streets as specified on Exhibit C, Project Location Maps, and approved route maps. The term "street" shall include the paved area between the normal curb lines of the roadway, whether or not an actual curb exists. Gutters of all paved streets and/or rolled berms, raised medians, painted medians and intersections shall be swept as follows:

- a. Sweeping shall normally consist of a single pass with a street sweeper at an average speed of 8 miles per hour not to exceed 10 miles per hour over an area.
- b. Additional passes shall be made, if necessary, in problem areas where excessive silt, leaves, debris or other conditions warrant special attention. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.
- c. CONTRACTOR shall use water while sweeping to minimize dust.
- d. "Sweeping" shall define the operation; however, the method shall not be limited to the use of power broom street sweeping.
- e. 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.
- f. In the event that the results of one sweeping are considered unsatisfactory, the CONTRACTOR shall sweep or clean the unsatisfactory area again at no cost to the COUNTY within two (2) working days without interruption in the regular sweeping schedule and not on a trash pick-up day.

7. ADDITIONAL SWEEPING

- A. The CONTRACTOR shall provide additional sweeping of any of the listed streets and intersections at any time ordered by the COUNTY. The CONTRACTOR will be compensated for each additional sweep at the contract unit price per curb-mile in effect at the time. No allowance will be made for travel time on additional sweeps. The CONTRACTOR shall respond to a request for emergency sweeping within four (4) hours of notification.
- B. 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 contract unit price per hour.
- C. Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the contract unit price per hour. Additionally, in situations where it is difficult to measure curb miles swept, the COUNTY has the option to compensate CONTRACTOR on an hourly basis. In these

cases, the hourly rate paid shall be the contract unit price per hour. Minimum payment will be four (4) hours, when hourly, or thirty-two (32) miles, whichever is the determined unit of measure.

8. SCHEDULE DISRUPTIONS

- A. 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 end of that month. 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.
- B. 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 and not on trash pick-up day. Routes shall be swept twice monthly. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.
- C. In the event the CONTRACTOR is prevented from completing the sweeping as provided in the approved schedule to reasons other than inclement weather or holiday, the CONTRACTOR will be required to complete the sweeping so deferred within two (2) days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule and not on a trash pick-up day. Routes shall be swept twice monthly. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.

9. PROTECTION OF PROPERTY

- A. The CONTRACTOR shall protect all public and private property insofar as it may be endangered by CONTRACTOR's operations and take every reasonable precaution to avoid damage to such property.
- B. Sit-parked mobile equipment and operable machinery, and hazardous parts subject to mischief shall be kept locked or otherwise made inoperable whenever left unattended.
- C. 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.

10. DISPOSAL OF SWEEPINGS WASTE

CONTRACTOR shall ensure that sweeping wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams or waterways. All sweeping wastes shall be removed from the site and disposed in a manner complying with local ordinances, state and federal anti-pollution laws at

legally established disposal sites. Once a month, the CONTRACTOR shall submit copies of dump/disposal tickets and tonnage reports.

11. ADDED AND DELETED ROUTES

- A. It is the intent of this contract to provide sweeping for all public, COUNTY maintained streets in CSA 152 as identified in Exhibit C, Project Location Maps. As streets are annexed into CSA 152, they will be added to the twice a month sweeping schedule. The COUNTY will provide a list of added streets and route map to the CONTRACTOR. Compensation to the CONTRACTOR will be based on curb-miles added and multiplied by the current contract unit price per curb-mile.
- B. Streets initially included in the sweeping schedule that are vacated by order of the Board of Supervisors will be deleted from the twice a month schedule and the affected curb mileage deducted from the contract quantities.
- C. The COUNTY may adjust the mileage total of the contract due to new annexations or relinquishments. In the event that new routes are added to or deleted from the contract the CONTRACTOR shall incorporate these adjustments into the sweeping schedule and compensation to the CONTRACTOR will be based on curb-miles added and multiplied by the current contract unit price per mile.

12. SCHEDULE AND COMMENCEMENT OF WORK

- A. CONTRACTOR shall submit a complete schedule of twice a month sweeping to the COUNTY for approval prior to any work being done under this contract. The schedule shall include the curb miles of streets and medians to be swept as well as the proposed starting time. Also, a route map shall be submitted as part of the schedule, showing the streets to be swept each month by the CONTRACTOR. The CONTRACTOR shall indicate the sweeping route on the maps in an appropriate and understandable manner that is acceptable to the COUNTY. Changes in the schedule for the convenience of the CONTRACTOR will require approval by the COUNTY and/or the Contract Administrator prior to being included in the twice a month work.
- B. The COUNTY reserves the right to require the CONTRACTOR to sweep specific areas on specified days and at specified times of the day. The following guidelines will generally be applicable:
 - a. 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 Resources Riverside County 951-486-3200 for waste hauler information.
 - b. CONTRACTOR shall not sweep four or more lane streets during peak traffic hours. CONTRACTOR shall be responsible for identifying these streets.
 - c. CONTRACTOR shall sweep residential areas between the hours of 6:30 am and 5:30 pm, Monday through Friday. No sweeping will be permitted on Saturday or Sunday.
 - d. Routes typically will not exceed 45 curb miles per day/per sweeper, any adjustments to the 45 curb miles per day/per sweeper must be approved by the COUNTY Contract Administrator prior to work being done.

- e. 'No Parking' signs are NOT posted on any CSA 152 route. CONTRACTOR shall navigate around obstacles to perform contract.

13. CONTRACTOR'S EQUIPMENT

- A. CONTRACTOR shall ensure that all equipment must be performance worthy by visual and operational inspection. Machines must be maintained in good working condition throughout the life of this contract with the CONTRACTOR demonstrating evidence of an adequate service center to ensure scheduled routine maintenance and proper adjustment for sweepers. CONTRACTOR shall ensure machines are fully operational during all sweeps.
- B. The CONTRACTOR must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all brushes and brooms.
- C. CONTRACTOR shall ensure all equipment is properly registered and insured in accordance with state and local laws. The CONTRACTOR must show proof of ownership of a signed lease for sufficient machinery to adequately perform services as agreed to in this contract. 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 pieces of equipment is either primary or spare equipment.
- D. CONTRACTOR shall ensure all units are clearly and prominently marked with the CONTRACTOR's name and unit number and have a radio or paging equipment.
- E. CONTRACTOR shall ensure 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 sweepers shall be capable of removing all leaves, paper, dirt, rocks, cans, and/or other debris to insure free flow of water in gutter.
- F. CONTRACTOR shall ensure that sweeping equipment shall be equipped with a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Equipment shall be parked in such a manner as not to create a hazard or block signage. The CONTRACTOR shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. All warning devices and lights for safe operation shall meet all vehicle-operating requirements of the State of California Department of Motor Vehicles.

14. EQUIPMENT PERFORMANCE

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 an average of 8 miles per hour not to exceed 10 miles per hour to ensure all debris is picked up. CONTRACTOR shall ensure all equipment used is 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.

15. WATER USE

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

16. APPROXIMATE MILEAGE OF STREETS

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

- A. See Exhibit B specifying approximate quantities of streets to be swept.
- B. 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.

17. INSPECTION

- A. 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.
- B. 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.
- C. 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.
- D. All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Scope of Service. If any services performed or products provided by CONTRACTOR are not in conformance with this Scope of Service, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature

that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate the Contract as a result of default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

- E. 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.
- F. 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.

18. UTILITIES

The CONTRACTOR shall recognize the rights of utility companies within the public right-of-way and their needs to maintain and repair facilities. The CONTRACTOR shall exercise due and proper care to prevent damage to facilities and to adjust schedules when utility operations prevent the CONTRACTOR from sweeping during a specified time frame. No additional compensation will be allowed by complying with these requirements.

19. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/DUST CONTROL, WATER, AIR POLLUTION, AND PM-10 REGULATIONS

- A. During all phases of work, and when directed, the CONTRACTOR shall take precautions to abate dust nuisance by cleaning up, sweeping, sprinkling with water, or other means necessary to accomplish the suppression of dust.
- B. During the term of this contract, CONTRACTOR's operations shall conform to applicable laws and regulations of the South Coast Air Quality Management District, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control and abate water and air pollution.
- C. 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.

20. REQUIRED MONTHLY DOCUMENTATION

CONTRACTOR shall ensure that sweeping equipment shall be equipped with a speed-monitoring device. CONTRACTOR shall submit with the monthly statement the following terms:

- A. A Tac-o-graph report showing the speed and miles swept on each sweeper used for this contract or approved GIS hardware/software equipment.
- B. Corrective action request/completion/resolution report stating date of complaint/concern with date completed and action required for resolution.
- C. Copies of dump/disposal tickets and tonnage reports with monthly and/or quarterly reports.
- D. CONTRACTOR shall provide equipment report showing all equipment used on the contract for the month with summary of accidents, breakdowns, spills, or other items resulting in downtime of equipment on a route.

21. REQUIRED ANNUAL DOCUMENTATION

CONTRACTOR shall provide the COUNTY with a summary of all monthly required documentation. Along with a monthly and/or quarterly breakdown for the tonnage report estimation the breakdown of sediment, vegetative, and man-made debris.

22. PREVENTATIVE MAINTENANCE/SPILL RESPONSE

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

23. EXTRA WORK AND WARRANTY PERIOD

- A. CONTRACTOR shall obtain written approval from the COUNTY prior to any and all extra work being performed.
- B. Any products or services not otherwise specified in this specification shall be negotiated between the CONTRACTOR and the COUNTY at a price agreed upon by both parties.
- C. 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.

24. PERFORMANCE EVALUATION

- A. The CONTRACTOR's performance of the street sweeping services will be reviewed and monitored by the COUNTY on an ongoing basis.
- B. The COUNTY may review street sweeping routes at any given time with or without the presence of the CONTRACTOR.
- C. During these reviews, the COUNTY may utilize a photos or video to document the findings.

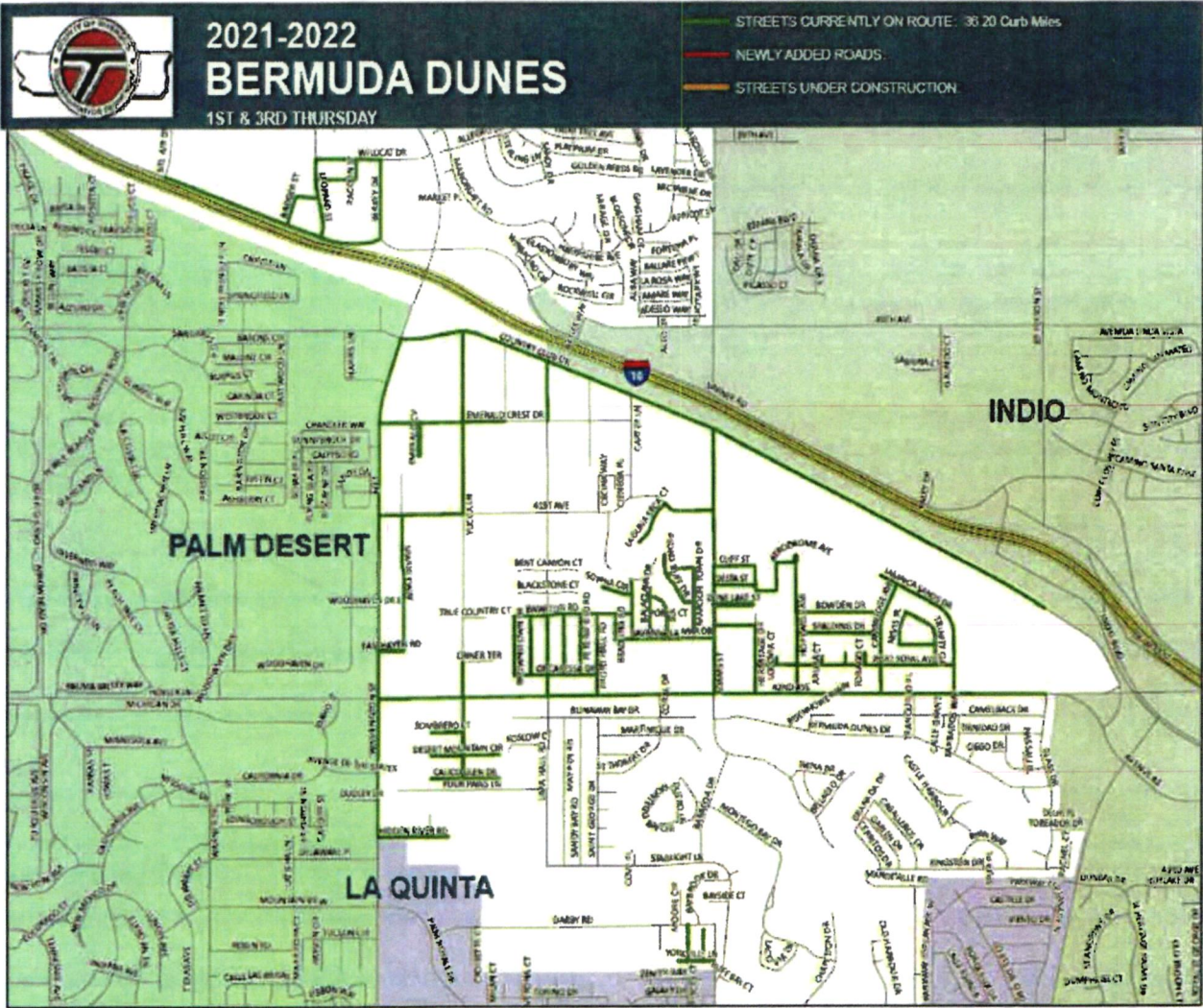
**EXHIBIT B
PAYMENT PROVISIONS**

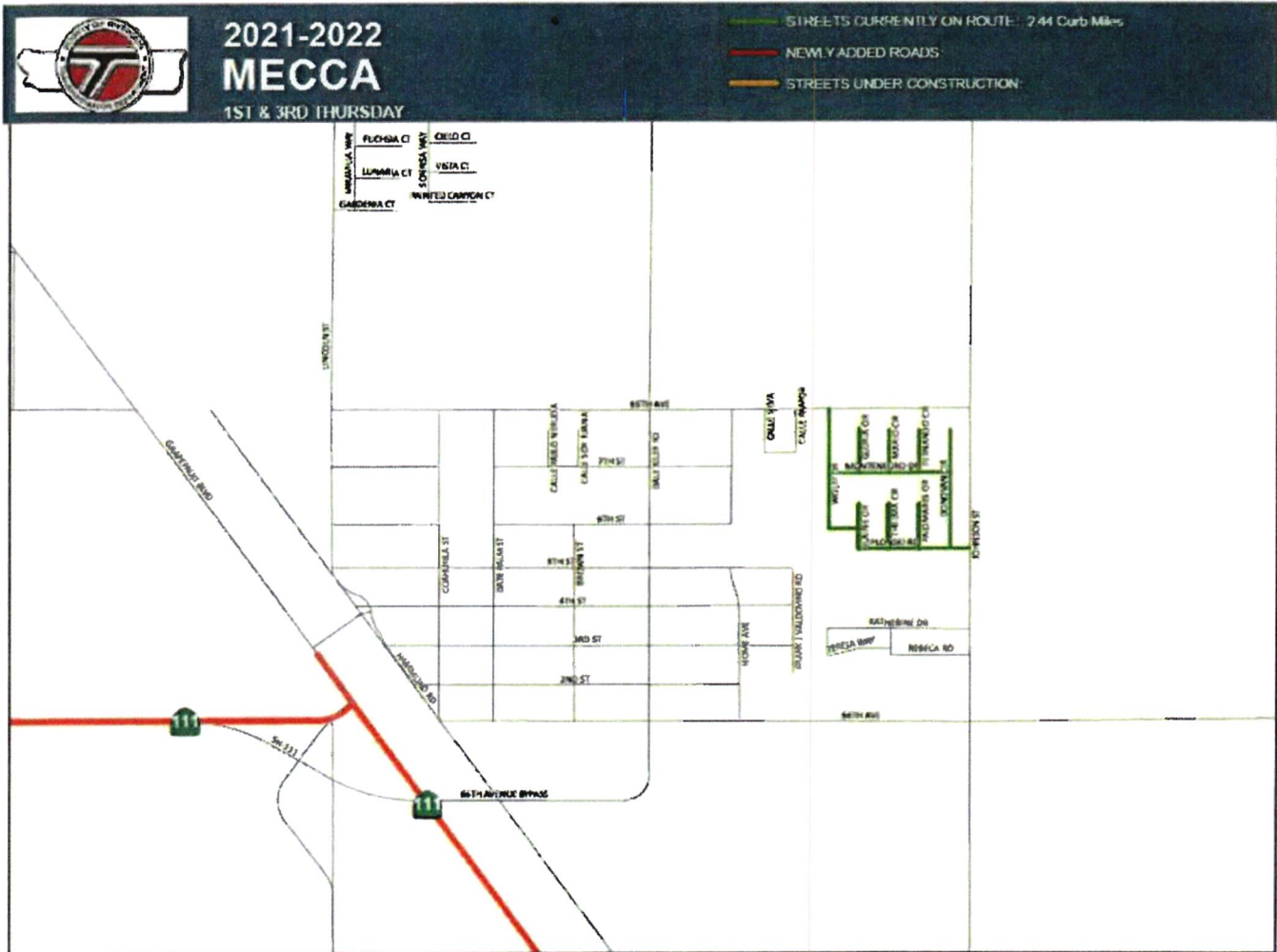
STREET SWEEPING EAST COUNTY SERVICE AREA	
DESCRIPTION	All-Inclusive Cost (Labor, Equipment and Disposal)
PER CURB MILE	\$85.86
PER HOUR	\$186.20

ESTIMATED MILEAGE

East County Service Areas	Frequency	Estimated Curb Miles
Bermuda Dunes	2 x month	36.20
Mecca	2 x month	2.44
Thousand Palms	2 x month	45.21
	Total Curb Miles	83.85
	Times Swept Per Month	2
	TOTAL MONTHLY CURB MILES	167.70

EXHIBIT C – PROJECT LOCATION MAPS (3 Pages)





Revised: 2/8/2022

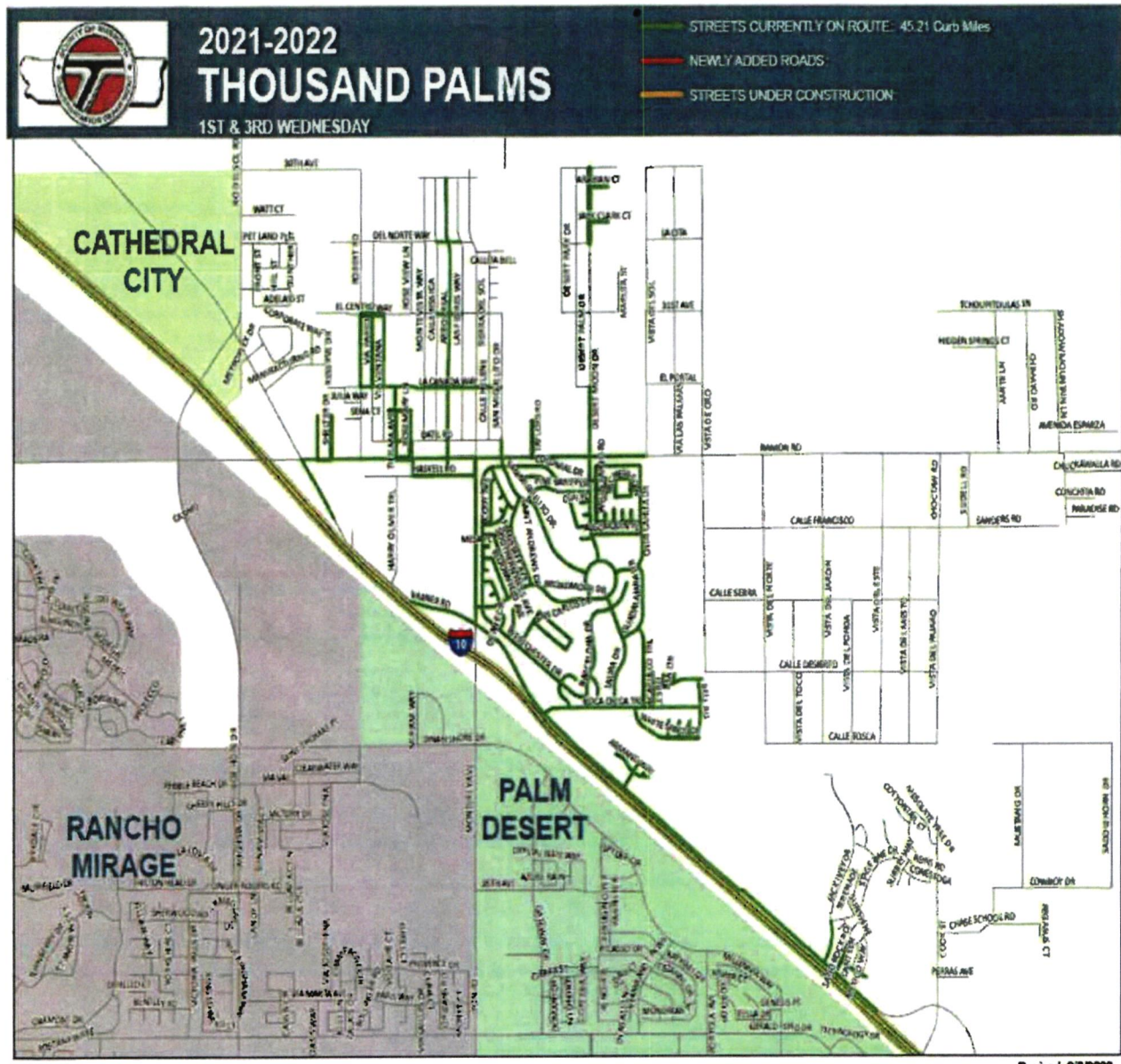


EXHIBIT D
PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

C3.0. Prevailing Rate Penalty

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

C5.0. Payroll Records:

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;
- (3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the

CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

C7.0. Penalty of Excess Hours:

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each

worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

C8.1. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

i. The certified payroll must be submitted at least monthly to the Labor Commissioner.

ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

C8.2. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this

section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

C9.2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

C9.2.1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification “announcement” of the CONTRACTOR’s participation on a public works project—it is not a request for the dispatch of an apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

C9.2.2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

C9.2.3) Make Training Fund Contributions

- a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

C9.2.4) Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

- a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
- b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- c. When the contractor has a direct contract with the Public Agency that is under \$30,000.
- d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

C9.2.6) CONTRACTOR's Compliance: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.