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

**ITEM:** 15.1
(ID # 27696)
**MEETING DATE:**
Tuesday, June 24, 2025

**FROM :** DEPARTMENT OF WASTE RESOURCES

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approve the Professional Service Agreements with Airwave Communications Enterprises, LLC and Bear Communications, Inc. for Radio Equipment and Services for five (5) years; All Districts. [$625,000 Total Cost; up to $62,500 in additional compensation - Department of Waste Resources Enterprise Funds 100%]

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

1. Approve the Professional Services Agreement #1277 with Airwave Communications Enterprises, LLC for Radio Equipment and Services for a total aggregate amount not to exceed $375,000.00 for five years through June 24, 2030, and authorize the Chair of the Board to sign the Agreement on behalf of the County;
2. Approve the Professional Services Agreement #1278 with Bear Communications, Inc. for Radio Equipment and Services for a total aggregate amount not to exceed $250,000.00 for five years through June 24, 2030, and authorize the Chair of the Board to sign the Agreement on behalf of the County;

Continued on page 2

**ACTION:Policy**

Andrew Cortez
Andrew Cortez 6/9/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

| | |
|---|---|
| Ayes: | Medina, Spiegel, Washington, Perez and Gutierrez |
| Nays: | None |
| Absent: | None |
| Date: | June 24, 2025 |
| xc: | Waste |

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

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

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of $62,500; and (c) move the allocated funds among the vendors; and,
4. Authorize the Purchasing Agent, based on the availability of fiscal funding, to issue purchase orders to Airwave Communications Enterprises, LLC and Bear Communications, Inc. in amounts not to exceed the maximum compensation amounts for radio equipment and services provided consistent with Agreements #1277 and #1278.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|---|---|---|---|
| COST | $ 0 | $ 125,000 | $ 625,000 | $ 0 |
| NET COUNTY COST | $ 0 | $ 0 | $ 0 | $ 0 |
| **SOURCE OF FUNDS:** 100% Department of Waste Resources Enterprise Funds | | | **Budget Adjustment:** No<br>**For Fiscal Year:** 24/25 – 29/30 | |

**C.E.O. RECOMMENDATION:** Approved

**BACKGROUND:**

**Summary**

The Department of Waste Resources (DWR) utilizes Motorola radio equipment to support landfill operations and enhance safety through immediate, clear communication between equipment operators, fee booth attendants, and traffic control personnel. Handheld radios are also used by DWR staff during hazardous waste inspections, community cleanup events, and for managing recycling and composting activities. This integrated communication system enables rapid, efficient, and reliable coordination across all operational areas. To maintain and update the system, DWR contracts with vendors to provide radio equipment, hardware, and programming services as needed.

**Impact on Residents and Businesses**

These contracts ensure the DWR's ability to maintain a communication system that enhances the safety of staff and customers. Radios enable staff to manage traffic and respond to service needs quickly, reducing wait times for landfill customers or during special events like household hazardous waste or community cleanups. If a medical, fire, or hazardous waste incident occurs while the public is on-site, radios enable immediate staff communication to initiate emergency protocols and protect the public.

**Additional Fiscal Information**

Budget for this work will be provided by DWR from Fund 40200, Department ID – 4500100000.

**Contract History and Price Reasonableness**

On November 5, 2024, Purchasing and Fleet Services (Purchasing) on behalf of the Department of Waste Resources released Request for Quote (RFQ) WMARC-469 for Radio Equipment and Services. The RFQ was advertised publicly with notifications sent to over forty (40) vendors, with a total of three (3) vendors submitting quotations. The bid responses were reviewed, and each response was evaluated based on the criteria set forth in the RFQ specification, discounts offered, equipment pricing, and service charges and overall cost to the County. Throughout the evaluation process, the County submitted various Request(s) for Clarification (RFC) to the three vendors to which one vendor was deemed non-responsive due to their failure to respond to the County's RFC.

After a thorough review of each quotation, Purchasing and RCDWR determined the award be given to both Airwave Communications Enterprises, LLC and Bear Communications, Inc. as the lowest and most responsible bidders for these services. Both awarded vendors possess unique qualities in their pricing for equipment and services making the award to both the most viable solution.

**ATTACHMENT A.** **PSA # 1277 – RADIO EQUIPMENT AND SERVICES - AIRWAVE COMMUNICATIONS ENTERPRISES, LLC – AATF**

**ATTACHMENT B.** **PSA # 1278 – RADIO EQUIPMENT AND SERVICES - BEAR COMMUNICATIONS, INC. - AATF**

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 6/13/2025

Crystal Carrillo
Crystal Carrillo, Senior Management Analyst 6/19/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 6/17/2025

# PROFESSIONAL SERVICE AGREEMENT

**for**

# RADIO EQUIPMENT AND SERVICES

**between**

**COUNTY OF RIVERSIDE**

**and**

**AIRWAVE COMMUNICATIONS ENTERPRISES, LLC**



JUN 24 2025 15.1

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This Agreement is made and entered into this 24th day of JUNE, 2025, by and between AIRWAVE COMMUNICATIONS ENTERPRISES, LLC, a California 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, and in accordance with Exhibit C, Prevailing Wage Requirements, to the Agreement.

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

**1.3** CONTRACTOR affirms 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 and continues in effect through June 24, 2030, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total aggregate amount of Three Hundred Seventy-Five Thousand Dollars ($375,000.00), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

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

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change in Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario for the twelve (12) month period January through January immediately preceding the adjustment 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. For this Agreement, send the original invoices to:

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES
ATTN: ACCOUNTS RECEIVABLE
14310 FREDERICK STREET
MORENO VALLEY, CA 92553

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 1277; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. 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, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

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

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

**5. Termination**

**5.1**. COUNTY may terminate this Agreement without cause upon 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.

**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. 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/mental disability, medical condition, marital status, sex, gender, age, or veteran or military status of any person 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 years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

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

procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

**17. Administration/Contract Liaison**

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

**18. Notices**

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

| **COUNTY OF RIVERSIDE** | **CONTRACTOR** |
|---|---|
| RIVERSIDE COUNTY WASTE RESOURCES | AIRWAVE COMMUNICATIONS |
| 14310 FREDERICK ST | 7213 OLD 215 FRONTAGE RD |
| MORENO VALLEY, CA 92553 | MORENO VALLEY, CA 92553 |
| PCS/BUYER | SHELLY CIARAMITARO, MANAGER |
| WastePurchasing@rivco.org | s.ciaramitaro@airwavecommunication.com |
| 951-486-3200 | 951-656-5699 |

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

**21. Hold Harmless/Indemnification**

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

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

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

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

**22. Insurance**

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

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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

[Signatures on Following Page]

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

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: JUN 24 2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

Dated: JUN 24 2025

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez (Jun 2, 2025 10:14 PDT)
Lisa Sanchez
Deputy County Counsel

Dated: 06/02/2025

**AIRWAVE COMMUNICATIONS ENTERPRISES, LLC**, a California limited liability company

By Its Member(s):

By: Gary Shoup
Gary Shoup (May 31, 2025 16:06 PDT)
Gary Shoup
Vice President

Dated: 05/31/2025

By: daniel gutierrez
daniel gutierrez (Jun 2, 2025 10:06 PDT)
Daniel Gutierrez
President

Dated: 06/02/2025

**EXHIBIT "A"**

**SCOPE OF SERVICES**

CONTRACTOR shall provide a detailed price quotation to the COUNTY for any requests for additional services that are not expressly set forth in this Exhibit A. COUNTY reserves the right to accept or deny the price quotation. Upon acceptance of the price quotation, the COUNTY will issue a purchase order and upon satisfactory completion of the work, CONTRACTOR shall invoice the COUNTY at the rates indicated on the approved purchase order. The COUNTY shall not be held financially responsible, or otherwise liable, to pay for any additional services performed by CONTRACTOR, or its agents, unless an approved purchase order is issued in reference to the Agreement prior to performance of additional services.

## 1.0 PURPOSE and BACKGROUND

1.1 COUNTY Radio Communications System includes a Motorola DMR system (Mototrbo) which comprises of XPR5550e mobile radios, XPR7550e portable radios and SLR5700 repeater stations. The console hardware/software is supplied by TrboNet, a Motorola Certified Application Partner. COUNTY radio system equipment works in TDMA digital (also known as DMR) but also has the capability to be in dual or analog mode.

Both mobile and portables have integrated emergency buttons and incorporated in them, GPS and WIFI modules with the appropriate firmware licenses activated. The Mototrbo radios are enabled for all wireless feature sets which include program over the air via WiFi or over the radio channels.

1.2 The mobiles have an additional outboard emergency alarm button which is wired in parallel which is known as the Emergency Stop System (ESS). When the ESS is activated the appropriate strobe light, initiate an audio alarm over the radio channel, as well as the PA speaker system instructing equipment operators in the area to immediately stop the equipment until an all clear is given over the radio. The ESS consists of the following and is an essential function of the radio communications system:

a. It is an integrated function within the Mototrbo radio system. Each radio has an emergency button which activates through programming to initiate such calls and functions.
b. Strobe lighting is installed in similar positions and fashion to maintain operational continuity for the user.
c. During an emergency mode condition, the radio outputs a tone to signify an alarm condition. External buzzer alarm has been installed in the cab as well as activating 100W PA horn system.
d. Each portable radio has a top mounted orange colored button used to activate the ESS function. Each mobile radio has programmable front buttons for various functions, one of which is designated for emergency alarm. An external remote mounted emergency alarm is mounted in COUNTY vehicles. The operator hears the audible sounds indicating an alarm condition.

1.3 All new radios shall be programmed with the common radio channels, zones, features, etc. utilized by COUNTY radio communications system and have at a minimum the same functions and capabilities of the existing radio equipment:

| Existing COUNTY Radio Channels: | Existing COUNTY Radio Zones: |
|---|---|
| Ops 1 | Badlands |
| Ops 2 | Blythe |
| Tac 1 | Desert Center |
| Tac 2 | El Sobrante (Only for Hazardous Waste Inspection Staff Handheld Radios) |
| Offsite 1 | Lamb Canyon |
| Offsite 2 | Oasis |
| Survey | |
| **El Sobrante Radios are to be programed with Channels "El Sobrante 1, El Sobrante 2,... El Sobrante 6" | |

## 2.0 GENERAL SERVICE CONDITIONS

COUNTY operates various heavy earth moving equipment used in landfill operations that consist of but is not limited to dozers, scrapers, loaders, water trucks, and roll-off trucks near the public. COUNTY routinely adds new landfill equipment to its Fleet that requires the purchase and installation of MOTOTRBO radio equipment. New lights, switches, speakers and additional hardware will be required for new installations. Rewiring may be required to maintain the lights, switches, and Public Address speaker (PA) functions. The type of hardware may vary between landfill equipment due to the space available inside the cab.

In addition, all radio equipment utilized by COUNTY requires periodic troubleshooting, repair, parts, and replacements.

2.1 CONTRACTOR shall acknowledge all service requests sent by the COUNTY for repairs within 48 hours and the repairs beginning no later than 5 business days after acknowledgement.

2.2 CONTRACTOR shall inform COUNTY via written documentation if equipment is beyond repair and an equivalent replacement must be made to COUNTY.

2.3 All personnel (labor) shall be furnished by the CONTRACTOR. Each worker will be able to perform his/her duties in a manner that will not endanger the employees' health or safety or the health and safety of others and be attired with the appropriate protective clothing and footwear. The CONTRACTOR shall provide safe and healthy working conditions, transport equipment and shall always comply with OSHA requirements.

2.4 Errors or omissions in the contract documents will not serve as an excuse for extra payment for inferior work if the intent is plainly understandable. CONTRACTOR will not be paid for any abatement completed by their own error, or errors of their employees.

2.5 No employee drinking alcohol or under the influence of alcohol and/or drugs shall be allowed to participate in the performance of this contract, nor shall any employee bring alcohol and/or drugs onto the work locations required by this contract. The CONTRACTOR agrees to immediately remove and replace any employee whose conduct and/or workmanship are in any way unsatisfactory to the COUNTY. To ensure fire safety, smoking is prohibited on any of the lands covered by this scope of work.

2.6 All personnel shall obey the landfill site rules during service calls.

2.7 CONTRACTOR shall program all equipment for COUNTY to mitigate downtime during operations. CONTRACTOR shall use and program COUNTY radios with the latest battery fleet management and customer programming software (CPS) to ensure compatibility with existing COUNTY radio equipment and continued software support. Upon request, CONTRACTOR shall notify COUNTY the latest version of the software being utilized.

2.7.2 COUNTY will coordinate the pickup of all new equipment for programming with CONTRACTOR. CONTRACTOR shall respond within 48 hours of request. CONTRACTOR shall program and coordinate the return of the programmed equipment within 5 business days of pickup.

2.8 A list of all programed equipment shall be made available if requested by COUTY.

2.9 Travel/Zone charges shall be a **single flat rate inclusive** of direct/indirect costs for travel to/from service location.

2.10 COUNTY shall furnish and install the storage box to house radio equipment installed by CONTRACTOR technicians.

2.11 CONTRACTOR shall be contacted and scheduled to perform preventative maintenance, repair, and improvements to existing electrical connections and components pertaining to the radio bases within the COUNTY Gate Fee Booths to ensure they are in good working condition. Prevailing wage requirements apply to public works projects over $1,000, in accordance with California Labor Code section 1771, and are subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). CONTRACTOR shall comply with all applicable provisions of the California Labor Code regarding prevailing wages, DIR Division of Apprenticeship Standards Labor, and other requirements including but not limited to Labor Code sections 1771.4, 1773.1, 1774, 1775, and 1776. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the DIR. No CONTRACTOR will be awarded without proof of current DIR registration.

2.12 All services, installation, and programming shall be completed with the upmost care to mitigate any potential damage to equipment and personnel.

## 3.0 GENERAL EQUIPMENT CONDITIONS

3.1 All radios and hardware shall be in working condition and programmed to communicate with the existing radios.

3.2 CONTRACTOR shall notify COUNTY of all backordered products and the estimated lead time for the backordered products.

3.3 CONTRACTOR shall acknowledge all equipment and hardware requests sent by the COUNTY within 48 hours.

3.4 CONTRACTOR shall provide an itemized breakdown of all parts, labor, and fees on all requested quotes.

3.5 Delivered products must conform to product specifications. All orders must be complete when shipped and received by the specified time. Incorrectly delivered products shall be replaced with the correct products by the CONTRACTOR at the CONTRACTOR's expense.

3.6 The COUNTY may cancel an order prior to shipping without cost or loss. The COUNTY shall be allowed to return items ordered in error after returning is coordinated with the CONTRACTOR and the COUNTY shall not pay a restocking fee.

3.7 CONTRACTOR may request one (1) pre-programmed radio from COUNTY to ensure that newly programmed radios are in working condition before returned to COUNTY. CONTRACTOR must coordinate via email with COUNTY personnel to pick up one (1) pre-programmed radio and must return one (1) pre-programmed radio upon completing radio programming.

## 4.0 WORK PRODUCT

4.1 All service, labor, parts/materials, repair, and zone charges shall be itemized in detail on the invoice. All invoices must indicate site location, contract ID, service technician, unit number (if applicable), and Purchase Order number.

4.2 All work papers prepared in connection with the contractual services will remain the property of the CONTRACTOR; however, all reports to the COUNTY are the exclusive property of the COUNTY and subject to its use and control.

4.3 All radio equipment installation to heavy construction equipment shall be free of potential obstruction and shall not prohibit the vehicles or the operator's operations.

4.4 Labor shall be warrantied for a minimum of six months after completion of service – Repair rates **shall be inclusive of all costs** for the work include direct and indirect labor, all necessary equipment, tools, overheard, other expenses and profits.

4.5 Parts/materials are to be new and of the Original Equipment Manufacturer (OEM) specifications as equipment being worked on and shall have a warranty of at least one year. Parts/materials considered "or equal" must receive written approval by COUNTY before being used.

4.6 All parts/materials installed for repair and maintenance shall be of the same design and functionality of the existing parts/materials. All replacements shall be replaced by the same design and functionality parts/materials. Any change of design or functionality must be approved by COUNTY prior to installation.

## 5.0 COUNTY INFORMATION

**5.1** On-Site Service Locations

| | |
|---|---|
| **Badlands Sanitary Landfill**<br>31125 Ironwood Avenue<br>Moreno Valley, CA. 92555<br>**Hours of Operations: 6:00 AM to 4:30 PM Monday-Friday** | **Lamb Canyon Sanitary Landfill**<br>16411 Lamb Canyon Road (Off Hwy 79)<br>Beaumont, CA. 92223<br>**Hours of Operations: 6:00 AM to 4:30 PM Monday-Friday** |

| | |
|---|---|
| **Blythe Sanitary Landfill**<br>1000 Midland Road<br>Blythe, CA. 92225<br>**Hours of Operations: 8:00 AM to 4:00 PM Monday-Friday** | **Oasis Sanitary Landfill**<br>84505 84th Avenue<br>Thermal, CA. 92274<br>**Hours of Operations: 8:00 AM to 4:30 PM Wednesdays Only** |
| **Riverside County Dept. of Waste Resources Fleet Maintenance Yard**<br>14290 Frederick Street<br>Moreno Valley, CA. 92553<br>**Hours of Operations: 8:00 AM to 4:30 PM Monday-Friday** | |

**5.2** County Observed Holidays

| HOLIDAY | DAY OBSERVED |
|---|---|
| * New Year's Day | January 1 |
| Martin Luther King Jr's Birthday | Third Monday in January |
| Lincoln's Birthday | Monday February 12 |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans' Day | November 11 |
| *Thanksgiving Day | Fourth Thursday in November |
| * Following Thanksgiving | Friday following the fourth Thursday in November |
| *Christmas Day | December 25 |

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

**EXHIBIT "B"**
**PAYMENT PROVISIONS**

| Equipment | Brand/Description | Unit of Measurement | Unit Pricing | Notes |
|---|---|---|---|---|
| Replacement rechargeable batteries for handheld radios | MOTOROLA SOLUTIONS PMNN4993 Hi-Cap Li-Ion 3000 mAh Battery, Low Voltage | Each | $ 118.66 | Equipment ETA if in stock at Airwave 5 days If ordered from Motorola ETA will be approx 10 weeks |
| Equipment Base Radio | MOTOROLA SOLUTIONS XPR5550E Mobile Two-Way Radio w/ heavy duty microphone and antenna combo | Each | $1,128.16 | Equipment ETA if in stock at Airwave 5 days If ordered from Motorola ETA will be approx 10 weeks |
| Gate Fee Station Base Radio | MOTOROLA SOLUTIONS XPR5550E Mobile Two-Way Radio w/ battery back-up | Each | $ 2,236.05 | Equipment ETA if in stock at Airwave 5 days If ordered from Motorola ETA will be approx 10 weeks |
| MOTOTRBO Repeater | MOTOTRBO SLR 5700 Repeater Station | Each | $ 3,562.50 | Equipment ETA if in stock at Airwave 5 days If ordered from Motorola ETA will be approx 10 weeks |
| Antenna | LAIRD EXTERNAL ANTENNAS ANXQW450 | Each | $ 7.61 | Equipment ETA if in stock at Airwave 5 days If ordered from Motorola ETA will be approx 10 weeks |
| Antenna | MOTOROLA SOLUTIONS COMBINATION GPS/UHF ANTENNA PMAE4031 | Each | $ 131.25 | Equipment ETA if in stock at Airwave 5 days If ordered from Motorola ETA will be approx 10 weeks |
| Handheld Radio Holsters | MOTOROLA PMLN5838 | Each | $ 47.62 | Equipment ETA if in stock at Airwave 5 days If ordered from |

| | | | | |
|---|---|---|---|---|
| | | | | Motorola ETA will be approx 10 weeks |
| Handheld Radio with wireless capability | MOTOTRBO R7 Digital Portable Two-Way Radio | Each | $ 1,291.25 | Equipment ETA if in stock at Airwave 5 days If ordered from Motorola ETA will be approx 10 weeks |
| Handheld Radio with wireless capability accessories | MOTOTRBO R7 Digital Portable Two-Way Radio Accessories | Each | $ 178.50 | Equipment ETA if in stock at Airwave 5 days If ordered from Motorola ETA will be approx 10 weeks |
| Engraving *Program name engraving added on handheld radios* | *Sample:* EQUIP# 951 486 3200 RIV COUNTY DWR | Each | $25.00 | |
| **Parts & Materials As needed to Repair and/or Maintain Equipment** | | | | |
| **Description** | | | **Parts Markup from MSRP** | |
| Percentage markup for parts/materials from MSRP | | | 3% | Must be indicated on all invoices |

## Non-Prevailing Wage Service Rates

| Service: Installation of Radio Hardware | | | |
|---|---|---|---|
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | Labor rates during regular business hours to install hardware into units | $105.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $260.00 | Min of 4 Hours |
| | Labor rates during regular business hours to install hardware into units | $105.00 | Min of 4 Hours |

| | | | |
|---|---|---|---|
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $260.00 | Min of 4 Hours |
| Lamb Canyon Landfill: 16411 Lamb Canyon RD. Beaumont, CA. 92223 | Labor rates during regular business hours to install hardware into units | $105.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $260.00 | Min of 4 Hours |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to install hardware into units | $105.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $260.00 | Min of 4 Hours |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to install hardware into units | $105.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $260.00 | Min of 4 Hours |

| Service: Program Radio Hardware | | | |
|---|---|---|---|
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ:<br>14310 Frederick Street.<br>Moreno Valley, CA,<br>92553 | Labor rates during regular business hours to program radio equipment | $165.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $200.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $240.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $240.00 | |
| Badlands Landfill:<br>31125 Ironwood Ave.<br>Moreno Valley, CA.<br>92555 | Labor rates during regular business hours to program radio equipment | $165.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $200.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $240.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $240.00 | |
| Lamb Canyon Landfill:<br>16411 Lamb Canyon RD.<br>Beaumont, CA. 92223 | Labor rates during regular business hours to program radio equipment | $165.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $200.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $240.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $240.00 | |
| Blythe Landfill:1000<br>Midland Rd. Blythe, CA<br>92225 | Labor rates during regular business hours to program radio equipment | $165.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $200.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $240.00 | |

| | | | |
|---|---|---|---|
| | Labor rates for days falling on County observed holidays to program radio equipment | $240.00 | |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to program radio equipment | $165.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $200.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $240.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $240.00 | |
| **Service: Remove Radio Hardware** | | | |
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | Labor rates during regular business hours to remove radio equipment | $105.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $260.00 | Min of 4 Hours |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | Labor rates during regular business hours to remove radio equipment | $105.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $260.00 | Min of 4 Hours |
| | Labor rates during regular business hours to remove radio equipment | $105.00 | Min of 4 Hours |

| | | | |
|---|---|---|---|
| Lamb Canyon Landfill: 16411 Lamb Canyon Rd. Beaumont, CA. 92223 | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $260.00 | Min of 4 Hours |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to remove radio equipment | $105.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $260.00 | Min of 4 Hours |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to remove radio equipment | $105.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $210.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $260.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $260.00 | Min of 4 Hours |

| **Repair Service: Zone/Travel Charge** | | |
|---|---|---|
| **Location Address** | **Flat Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | $ 65.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | $ 65.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |

| | | |
|---|---|---|
| Lamb Canyon Landfill: 16411 Lamb Canyon Rd. Beaumont, CA. 92223 | $ 65.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | $ 420.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | $ 260.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |

## Prevailing-Wage Service Rates

| Service: Installation of Radio Hardware | | | |
|---|---|---|---|
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | Labor rates during regular business hours to install hardware into units | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 780.00 | Min of 4 Hours |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | Labor rates during regular business hours to install hardware into units | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 780.00 | Min of 4 Hours |
| | Labor rates during regular business hours to install hardware into units | $ 315.00 | Min of 4 Hours |

| | | | |
|---|---|---|---|
| Lamb Canyon Landfill: 16411 Lamb Canyon RD. Beaumont, CA. 92223 | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 780.00 | Min of 4 Hours |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to install hardware into units | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 780.00 | Min of 4 Hours |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to install hardware into units | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 780.00 | Min of 4 Hours |
| **Service: Program Radio Hardware** | | | |
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | Labor rates during regular business hours to program radio equipment | $ 495.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 600.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 720.00 | |

| | | | |
|---|---|---|---|
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 720.00 | |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | Labor rates during regular business hours to program radio equipment | $ 495.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 600.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 720.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 720.00 | |
| Lamb Canyon Landfill: 16411 Lamb Canyon RD. Beaumont, CA. 92223 | Labor rates during regular business hours to program radio equipment | $ 495.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 600.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 720.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 720.00 | |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to program radio equipment | $ 495.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 600.00 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 720.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 720.00 | |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to program radio equipment | $ 495.00 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 600.00 | |

| | | | |
|---|---|---|---|
| | Labor rates on Saturday or Sunday to program radio equipment | $ 720.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 720.00 | |
| **Service: Remove Radio Hardware** | | | |
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ:<br>14310 Frederick Street.<br>Moreno Valley, CA,<br>92553 | Labor rates during regular business hours to remove radio equipment | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 780.00 | Min of 4 Hours |
| Badlands Landfill:<br>31125 Ironwood Ave.<br>Moreno Valley, CA.<br>92555 | Labor rates during regular business hours to remove radio equipment | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 780.00 | Min of 4 Hours |
| Lamb Canyon Landfill:<br>16411 Lamb Canyon Rd.<br>Beaumont, CA. 92223 | Labor rates during regular business hours to remove radio equipment | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 780.00 | Min of 4 Hours |

| | | | |
|---|---|---|---|
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to remove radio equipment | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 780.00 | Min of 4 Hours |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to remove radio equipment | $ 315.00 | Min of 4 Hours |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 630.00 | Min of 4 Hours |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 780.00 | Min of 4 Hours |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 780.00 | Min of 4 Hours |

| **Repair Service: Zone/Travel Charge** | | |
|---|---|---|
| **Location Address** | **Flat Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | $ 195.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | $ 195.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Lamb Canyon Landfill: 16411 Lamb Canyon Rd. Beaumont, CA. 92223 | $ 195.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | $ 1,260.00 | Single Flat Rate for Travel To/From Service Location for all |

| | | |
|---|---|---|
| | | servicing needs performed per trip |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | $ 780.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |

# EXHIBIT "C"

## PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement requires the payment of prevailing wages and compliance with the following requirements. In the event there is a conflict between this Exhibit and current applicable law, current applicable law shall prevail and the below shall be automatically amended to read accordingly.

### 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 at the COUNTY's principal office, which shall be made available to any interested party upon request and 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**

Pursuant to Labor Code section 1813, 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, CONTRACTOR 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.

## C10. LABOR CODE CERTIFICATIONS

By signing this Agreement, CONTRACTOR certifies the following:

a. "I am aware of the provisions of Labor Code section § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

# This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report 2025-06-02

| | |
|---|---|
| Created: | 2025-05-22 |
| By: | Derek Price-Nolen (DePNolen@RIVCO.ORG) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAaxaBFdPMs6yfk1c5X4422zaFxzGNr154 |

## "This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

Document created by Derek Price-Nolen (DePNolen@RIVCO.ORG)
2025-05-22 - 11:20:51 PM GMT

Document emailed to g.shoup@airwavecommunication.com for signature
2025-05-22 - 11:20:59 PM GMT

Email viewed by g.shoup@airwavecommunication.com
2025-05-31 - 11:05:12 PM GMT

Signer g.shoup@airwavecommunication.com entered name at signing as Gary Shoup
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Document e-signed by Gary Shoup (g.shoup@airwavecommunication.com)
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Email viewed by d.gutierrez@airwavecommunication.com
2025-06-02 - 1:42:18 PM GMT

Signer d.gutierrez@airwavecommunication.com entered name at signing as daniel gutierrez
2025-06-02 - 5:06:00 PM GMT

Document e-signed by daniel gutierrez (d.gutierrez@airwavecommunication.com)
Signature Date: 2025-06-02 - 5:06:02 PM GMT - Time Source: server

Document emailed to Lisa Sanchez (lisanchez@rivco.org) for signature

2025-06-02 - 5:06:04 PM GMT

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2025-06-02 - 5:06:16 PM GMT

Document e-signed by Lisa Sanchez (lisanchez@rivco.org)

Signature Date: 2025-06-02 - 5:14:15 PM GMT - Time Source: server

Agreement completed.

2025-06-02 - 5:14:15 PM GMT

Adobe Acrobat Sign

# PROFESSIONAL SERVICE AGREEMENT

**for**

# RADIO EQUIPMENT AND SERVICES

**between**

**COUNTY OF RIVERSIDE**

**and**

**BEAR COMMUNICATIONS, INC.**



JUN 24 2025 15.1

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This Agreement is made and entered into this 24th day of JUNE, 2025, by and between BEAR COMMUNICATIONS, INC., a California corporation, (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, and in accordance with Exhibit C, Prevailing Wage Requirements, to the Agreement.

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

**1.3** CONTRACTOR affirms 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 and continues in effect through June 24, 2030, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total aggregate amount of Two Hundred Fifty Thousand Dollars $250,000.00, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of

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

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change in Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario for the twelve (12) month period January through January immediately preceding the adjustment 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. For this Agreement, send the original invoices to:

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES
ATTN: ACCOUNTS RECEIVABLE
14310 FREDERICK STREET
MORENO VALLEY, CA 92553

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 1278; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. 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, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

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

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

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 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.

**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. 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/mental disability, medical condition, marital status, sex, gender, age, or veteran or military status of any person 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 years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

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

procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

**17. Administration/Contract Liaison**

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

**18. Notices**

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

| **COUNTY OF RIVERSIDE** | **CONTRACTOR** |
|---|---|
| RIVERSIDE COUNTY WASTE RESOURCES | BEARCOM ORANGE |
| 14310 FREDERICK ST | 147 EAST BRISTOL LANE |
| MORENO VALLEY, CA 92553 | ORANGE, CA 92865 |
| PCS/BUYER | SENIOR ACCOUNT EXECUTIVE |
| WastePurchasing@rivco.org | Blaze.Bhence@bearcom.com |
| 951-486-3200 | 424-675-7116 ext. 40213 |

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

**21. Hold Harmless/Indemnification**

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

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

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

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

**22. Insurance**

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

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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

[Signatures on Following Page]

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

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: JUN 24 2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

Dated: JUN 24 2025

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez (Jun 9, 2025 15:29 PDT)
Lisa Sanchez
Deputy County Counsel

Dated: 06/09/2025

**BEAR COMMUNICATIONS, INC.**, a California corporation

By: Kristi Ashman
Kristi Ashman
Secretary

Dated: 06/06/2025

By: _____
Andrew Maier
Regional Vice-President

Dated: 06/06/2025



JUN 24 2025 15.1

**EXHIBIT "A"**

**SCOPE OF SERVICES**

CONTRACTOR shall provide a detailed price quotation to the COUNTY for any requests for additional services that are not expressly set forth in this Exhibit A. COUNTY reserves the right to accept or deny the price quotation. Upon acceptance of the price quotation, the COUNTY will issue a purchase order and upon satisfactory completion of the work, CONTRACTOR shall invoice the COUNTY at the rates indicated on the approved purchase order. The COUNTY shall not be held financially responsible, or otherwise liable, to pay for any additional services performed by CONTRACTOR, or its agents, unless an approved purchase order is issued in reference to the Agreement prior to performance of additional services.

## 1.0 PURPOSE and BACKGROUND

1.1 COUNTY Radio Communications System includes a Motorola DMR system (Mototrbo) which comprises of XPR5550e mobile radios, XPR7550e portable radios and SLR5700 repeater stations. The console hardware/software is supplied by TrboNet, a Motorola Certified Application Partner. COUNTY radio system equipment works in TDMA digital (also known as DMR) but also has the capability to be in dual or analog mode.

Both mobile and portables have integrated emergency buttons and incorporated in them, GPS and WIFI modules with the appropriate firmware licenses activated. The Mototrbo radios are enabled for all wireless feature sets which include program over the air via WiFi or over the radio channels.

1.2 The mobiles have an additional outboard emergency alarm button which is wired in parallel which is known as the Emergency Stop System (ESS). When the ESS is activated the appropriate strobe light, initiate an audio alarm over the radio channel, as well as the PA speaker system instructing equipment operators in the area to immediately stop the equipment until an all clear is given over the radio. The ESS consists of the following and is an essential function of the radio communications system:

a. It is an integrated function within the Mototrbo radio system. Each radio has an emergency button which activates through programming to initiate such calls and functions.
b. Strobe lighting is installed in similar positions and fashion to maintain operational continuity for the user.
c. During an emergency mode condition, the radio outputs a tone to signify an alarm condition. External buzzer alarm has been installed in the cab as well as activating 100W PA horn system.
d. Each portable radio has a top mounted orange colored button used to activate the ESS function. Each mobile radio has programmable front buttons for various functions, one of which is designated for emergency alarm. An external remote mounted emergency alarm is mounted in COUNTY vehicles. The operator hears the audible sounds indicating an alarm condition.

1.3 All new radios shall be programmed with the common radio channels, zones, features, etc. utilized by COUNTY radio communications system and have at a minimum the same functions and capabilities of the existing radio equipment:

| Existing COUNTY Radio Channels: | Existing COUNTY Radio Zones: |
|---|---|
| Ops 1 | Badlands |
| Ops 2 | Blythe |
| Tac 1 | Desert Center |
| Tac 2 | El Sobrante (Only for Hazardous Waste Inspection Staff Handheld Radios) |
| Offsite 1 | Lamb Canyon |
| Offsite 2 | Oasis |
| Survey | |
| **El Sobrante Radios are to be programed with Channels "El Sobrante 1, El Sobrante 2,... El Sobrante 6" | |

## 2.0 GENERAL SERVICE CONDITIONS

COUNTY operates various heavy earth moving equipment used in landfill operations that consist of but is not limited to dozers, scrapers, loaders, water trucks, and roll-off trucks near the public. COUNTY routinely adds new landfill equipment to its fleet that requires the purchase and installation of MOTOTRBO radio equipment. New lights, switches, speakers and additional hardware will be required for new installations. Rewiring may be required to maintain the lights, switches, and Public Address speaker (PA) functions. The type of hardware may vary between landfill equipment due to the space available inside the cab.

In addition, all radio equipment utilized by COUNTY requires periodic troubleshooting, repair, parts, and replacements.

2.1 CONTRACTOR shall acknowledge all service requests sent by the COUNTY for repairs within 48 hours and the repairs beginning no later than 5 business days after acknowledgement.

2.2 CONTRACTOR shall inform COUNTY via written documentation if equipment is beyond repair and an equivalent replacement must be made to COUNTY.

2.3 All personnel (labor) shall be furnished by the CONTRACTOR. Each worker will be able to perform his/her duties in a manner that will not endanger the employees' health or safety or the health and safety of others and be attired with the appropriate protective clothing and footwear. The CONTRACTOR shall provide safe and healthy working conditions, transport equipment and shall always comply with OSHA requirements.

2.4 Errors or omissions in the contract documents will not serve as an excuse for extra payment for inferior work if the intent is plainly understandable. CONTRACTOR will not be paid for any abatement completed by their own error, or errors of their employees.

2.5 No employee drinking alcohol or under the influence of alcohol and/or drugs shall be allowed to participate in the performance of this contract, nor shall any employee bring alcohol and/or drugs onto the work locations required by this contract. The CONTRACTOR agrees to immediately remove and replace any employee whose conduct and/or workmanship are in any way unsatisfactory to the COUNTY. To ensure fire safety, smoking is prohibited on any of the lands covered by this scope of work.

2.6 All personnel shall obey the landfill site rules during service calls.

2.7 CONTRACTOR shall program all equipment for COUNTY to mitigate downtime during operations. CONTRACTOR shall use and program COUNTY radios with the latest battery fleet management and customer programming software (CPS) to ensure compatibility with existing COUNTY radio equipment and continued software support. Upon request, CONTRACTOR shall notify COUNTY the latest version of the software being utilized.

2.7.2 COUNTY will coordinate the pickup of all new equipment for programming with CONTRACTOR. CONTRACTOR shall respond within 48 hours of request. CONTRACTOR shall program and coordinate the return of the programmed equipment within 5 business days of pickup.

2.8 A list of all programed equipment shall be made available if requested by COUTY.

2.9 Travel/Zone charges shall be a **single flat rate inclusive** of direct/indirect costs for travel to/from service location.

2.10 COUNTY shall furnish and install the storage box to house radio equipment installed by CONTRACTOR technicians.

2.11 CONTRACTOR shall be contacted and scheduled to perform preventative maintenance, repair, and improvements to existing electrical connections and components pertaining to the radio bases within the COUNTY Gate Fee Booths to ensure they are in good working condition. Prevailing wage requirements apply to public works projects over $1,000, in accordance with California Labor Code section 1771, and are subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). CONTRACTOR shall comply with all applicable provisions of the California Labor Code regarding prevailing wages, DIR Division of Apprenticeship Standards Labor, and other requirements including but not limited to Labor Code sections 1771.4, 1773.1, 1774, 1775, and 1776. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the DIR. No CONTRACTOR will be awarded without proof of current DIR registration.

2.12 All services, installation, and programming shall be completed with the upmost care to mitigate any potential damage to equipment and personnel.

## 3.0 GENERAL EQUIPMENT CONDITIONS

3.1 All radios and hardware shall be in working condition and programmed to communicate with the existing radios.

3.2 CONTRACTOR shall notify COUNTY of all backordered products and the estimated lead time for the backordered products.

3.3 CONTRACTOR shall acknowledge all equipment and hardware requests sent by the COUNTY within 48 hours.

3.4 CONTRACTOR shall provide an itemized breakdown of all parts, labor, and fees on all requested quotes.

3.5 Delivered products must conform to product specifications. All orders must be complete when shipped and received by the specified time. Incorrectly delivered products shall be replaced with the correct products by the CONTRACTOR at the CONTRACTOR's expense.

3.6 The COUNTY may cancel an order prior to shipping without cost or loss. The COUNTY shall be allowed to return items ordered in error after returning is coordinated with the CONTRACTOR and the COUNTY shall not pay a restocking fee.

3.7 CONTRACTOR may request one (1) pre-programmed radio from COUNTY to ensure that newly programmed radios are in working condition before returned to COUNTY. CONTRACTOR must coordinate via email with COUNTY personnel to pick up one (1) pre-programmed radio and must return one (1) pre-programmed radio upon completing radio programming.

## 4.0 WORK PRODUCT

4.1 All service, labor, parts/materials, repair, and zone charges shall be itemized in detail on the invoice. All invoices must indicate site location, contract ID, service technician, unit number (if applicable), and Purchase Order number.

4.2 All work papers prepared in connection with the contractual services will remain the property of the CONTRACTOR; however, all reports to the COUNTY are the exclusive property of the COUNTY and subject to its use and control.

4.3 All radio equipment installation to heavy construction equipment shall be free of potential obstruction and shall not prohibit the vehicles or the operator's operations.

4.4 Labor shall be warrantied for a minimum of six months after completion of service – Repair rates **shall be inclusive of all costs** for the work include direct and indirect labor, all necessary equipment, tools, overheard, other expenses and profits.

4.5 Parts/materials are to be new and of the Original Equipment Manufacturer (OEM) specifications as equipment being worked on and shall have a warranty of at least one year. Parts/materials considered "or equal" must receive written approval by COUNTY before being used.

4.6 All parts/materials installed for repair and maintenance shall be of the same design and functionality of the existing parts/materials. All replacements shall be replaced by the same design and functionality parts/materials. Any change of design or functionality must be approved by COUNTY prior to installation.

## 5.0 COUNTY INFORMATION

**5.1** On-Site Service Locations

| | |
|---|---|
| **Badlands Sanitary Landfill**<br>31125 Ironwood Avenue<br>Moreno Valley, CA. 92555<br>**Hours of Operations: 6:00 AM to 4:30 PM Monday-Friday** | **Lamb Canyon Sanitary Landfill**<br>16411 Lamb Canyon Road (Off Hwy 79)<br>Beaumont, CA. 92223<br>**Hours of Operations: 6:00 AM to 4:30 PM Monday-Friday** |

| | |
|---|---|
| **Blythe Sanitary Landfill**<br>1000 Midland Road<br>Blythe, CA. 92225<br>**Hours of Operations: 8:00 AM to 4:00 PM Monday-Friday** | **Oasis Sanitary Landfill**<br>84505 84th Avenue<br>Thermal, CA. 92274<br>**Hours of Operations: 8:00 AM to 4:30 PM Wednesdays Only** |
| **Riverside County Dept. of Waste Resources Fleet Maintenance Yard**<br>14290 Frederick Street<br>Moreno Valley, CA. 92553<br>**Hours of Operations: 8:00 AM to 4:30 PM Monday-Friday** | |

**5.2** County Observed Holidays

| HOLIDAY | DAY OBSERVED |
|---|---|
| * New Year's Day | January 1 |
| Martin Luther King Jr's Birthday | Third Monday in January |
| Lincoln's Birthday | Monday February 12 |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans' Day | November 11 |
| *Thanksgiving Day | Fourth Thursday in November |
| * Following Thanksgiving | Friday following the fourth Thursday in November |
| *Christmas Day | December 25 |

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

**EXHIBIT "B"**
**PAYMENT PROVISIONS**

| Equipment | Brand/Description | Unit of Measurement | Unit Price | Notes |
|---|---|---|---|---|
| Replacement rechargeable batteries for handheld radios | MOTOROLA SOLUTIONS PMNN4993 Hi-Cap Li-Ion 3000 mAh Battery, Low Voltage | Each | $ 148.84 | |
| Equipment Base Radio | MOTOROLA SOLUTIONS XPR5550E Mobile Two-Way Radio w/ heavy duty microphone and antenna combo | Each | $ 1,558.33 | |
| Gate Fee Station Base Radio | MOTOROLA SOLUTIONS XPR5550E Mobile Two-Way Radio w/ battery back-up | Each | $ 1,694.00 | |
| MOTOTRBO Repeater | MOTOTRBO SLR 5700 Repeater Station | Each | $ 4,750.00 | |
| Antenna | LAIRD EXTERNAL ANTENNAS ANXQW450 | Each | $11.36 | |
| Antenna | MOTOROLA SOLUTIONS COMBINATION GPS/UHF ANTENNA PMAE4031 | Each | $ 136.98 | |
| Handheld Radio Holsters | MOTOROLA PMLN5838 | Each | $ 55.08 | |

| | | | | |
|---|---|---|---|---|
| Handheld Radio with wireless capability | MOTOTRBO R7 Digital Portable Two-Way Radio | Each | $ 1,323.00 - non display model<br><br>$ 1,512.00 - non display enabled model<br><br>$ 1,516.00 - display capable models<br><br>$ 1,722.00 Display enabled models | |
| Handheld Radio with wireless capability accessories | MOTOTRBO R7 Digital Portable Two-Way Radio Accessories | Each | $ 94.33 Impress Li-Ion P68 Battery<br><br>$ 111.65 Impress Li-ion TIA4950 3200 Battery<br><br>$ 111.65 Impres Li-ion TIA4950 IP68 3200T Battery (enabled) | |
| Engraving *Program name engraving added on handheld radios* | *Sample:*<br>EQUIP#<br>951 486 3200<br>RIV COUNTY DWR | Each | $10.00 | |
| **Parts & Materials as needed to Repair and/or Maintain Equipment** | | | | |
| **Description** | | | **Parts Discount from MSRP** | |
| Percentage discount for parts/materials from MSRP | | | -15% | |

## Non-Prevailing Wage Service Rates

| Service: Installation of Radio Hardware | | | |
|---|---|---|---|
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ:<br>14310 Frederick Street.<br>Moreno Valley, CA,<br>92553 | Labor rates during regular business hours to install hardware into units | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| Badlands Landfill:<br>31125 Ironwood Ave.<br>Moreno Valley, CA.<br>92555 | Labor rates during regular business hours to install hardware into units | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| Lamb Canyon Landfill:<br>16411 Lamb Canyon<br>RD. Beaumont, CA.<br>92223 | Labor rates during regular business hours to install hardware into units | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |

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|---|---|---|---|
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to install hardware into units | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to install hardware into units | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 390.00 | Sat./Sun./Holiday 2x |
| **Service: Program Radio Hardware** | | | |
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | Labor rates during regular business hours to program radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |

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|---|---|---|---|
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | Labor rates during regular business hours to program radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| Lamb Canyon Landfill: 16411 Lamb Canyon RD. Beaumont, CA. 92223 | Labor rates during regular business hours to program radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to program radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |

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|---|---|---|---|
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to program radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| **Service: Remove Radio Hardware** | | | |
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | Labor rates during regular business hours to remove radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | Labor rates during regular business hours to remove radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |

| | | | |
|---|---|---|---|
| Lamb Canyon Landfill: 16411 Lamb Canyon Rd. Beaumont, CA. 92223 | Labor rates during regular business hours to remove radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to remove radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to remove radio equipment | $ 195.00 | Regular hourly rate for truck / portable/ installation/ service |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 292.50 | After hours or outside regular hours 1.5x 24 hr/365/7 ask for quote |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 390.00 | Sat./Sun./Holiday 2x |
| **Repair Service: Zone/Travel Charge** | | | |
| **Location Address** | **Flat Rate** | **Notes** | |

| | | |
|---|---|---|
| RCDWR HQ:<br>14310 Frederick Street.<br>Moreno Valley, CA,<br>92553 | $ 300.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Badlands Landfill:<br>31125 Ironwood Ave.<br>Moreno Valley, CA.<br>92555 | $ 300.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Lamb Canyon Landfill:<br>16411 Lamb Canyon Rd. Beaumont, CA.<br>92223 | $ 375.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | $ 1,200.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | $ 750.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |

## Prevailing Wage Service Rates

| Service: Installation of Radio Hardware | | | |
|---|---|---|---|
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ:<br>14310 Frederick Street.<br>Moreno Valley, CA,<br>92553 | Labor rates during regular business hours to install hardware into units | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 438.75 | |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 585.00 | |
| | Labor rates during regular business hours to install hardware into units | $ 292.50 | |

| | | | |
|---|---|---|---|
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 438.75 | |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 585.00 | |
| Lamb Canyon Landfill: 16411 Lamb Canyon RD. Beaumont, CA. 92223 | Labor rates during regular business hours to install hardware into units | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 438.75 | |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 585.00 | |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to install hardware into units | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 438.75 | |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 585.00 | |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to install hardware into units | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to install hardware into units | $ 438.75 | |
| | Labor rates on Saturday or Sunday to install hardware into units | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to install hardware into units | $ 585.00 | |

| Service: Program Radio Hardware | | | |
|---|---|---|---|
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ:<br>14310 Frederick Street.<br>Moreno Valley, CA,<br>92553 | Labor rates during regular business hours to program radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 585.00 | |
| Badlands Landfill:<br>31125 Ironwood Ave.<br>Moreno Valley, CA.<br>92555 | Labor rates during regular business hours to program radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 585.00 | |
| Lamb Canyon Landfill:<br>16411 Lamb Canyon RD.<br>Beaumont, CA. 92223 | Labor rates during regular business hours to program radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 585.00 | |
| Blythe Landfill:1000<br>Midland Rd. Blythe, CA<br>92225 | Labor rates during regular business hours to program radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 585.00 | |

| | | | |
|---|---|---|---|
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 585.00 | |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to program radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to program radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to program radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to program radio equipment | $ 585.00 | |
| **Service: Remove Radio Hardware** | | | |
| **Location Address** | **Brand/Description** | **Hourly Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | Labor rates during regular business hours to remove radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 585.00 | |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | Labor rates during regular business hours to remove radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 585.00 | |
| | Labor rates during regular business hours to remove radio equipment | $ 292.50 | |

| | | | |
|---|---|---|---|
| Lamb Canyon Landfill: 16411 Lamb Canyon Rd. Beaumont, CA. 92223 | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 585.00 | |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | Labor rates during regular business hours to remove radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 585.00 | |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | Labor rates during regular business hours to remove radio equipment | $ 292.50 | |
| | Labor rates outside of regular business hours and not during the weekend or on holidays to remove radio equipment | $ 438.75 | |
| | Labor rates on Saturday or Sunday to remove radio equipment | $ 585.00 | |
| | Labor rates for days falling on County observed holidays to remove radio equipment | $ 585.00 | |

| **Repair Service: Zone/Travel Charge** | | |
|---|---|---|
| **Location Address** | **Flat Rate** | **Notes** |
| RCDWR HQ: 14310 Frederick Street. Moreno Valley, CA, 92553 | $ 300.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Badlands Landfill: 31125 Ironwood Ave. Moreno Valley, CA. 92555 | $ 300.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |

| | | |
|---|---|---|
| Lamb Canyon Landfill: 16411 Lamb Canyon Rd. Beaumont, CA. 92223 | $ 375.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Blythe Landfill:1000 Midland Rd. Blythe, CA 92225 | $ 1,200.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |
| Oasis Landfill: 84-505 84th Avenue. Oasis, CA 92274 | $ 750.00 | Single Flat Rate for Travel To/From Service Location for all servicing needs performed per trip |

# EXHIBIT "C"

## PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement requires the payment of prevailing wages and compliance with the following requirements. In the event there is a conflict between this Exhibit and current applicable law, current applicable law shall prevail and the below shall be automatically amended to read accordingly.

### 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 at the COUNTY's principal office, which shall be made available to any interested party upon request and 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**

Pursuant to Labor Code section 1813, 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, CONTRACTOR 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.

## C10. LABOR CODE CERTIFICATIONS

By signing this Agreement, CONTRACTOR certifies the following:

a. "I am aware of the provisions of Labor Code section § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

# This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report 2025-06-09

| | |
|---|---|
| Created: | 2025-05-22 |
| By: | Derek Price-Nolen (DePNolen@RIVCO.ORG) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAJxSSi6n2fNem30JF9DLcMCMh_7irFkPr |

## "This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

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