ATTACHMENT A

SCOPE OF WORK AND SPECIFICATIONS

FOR

STREET SWEEPING SERVICES

AT SOUTH COASTAL OPERATIONS

FOR

OC COMMUNITY RESOURCES

OC PARKS

2011
S-1 DEFINITIONS:

“Contractor” means the individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with County to perform the work.

“Contractor Supervisor” means the person designated by Contractor to oversee Contractor’s employees in the performance of the work under this Contract.

“County” means the County of Orange.


“Inspector” means the County representative, or designee, designated to inspect the contracted work at the listed Park.


“NPDES” means the National Pollutant Discharge Elimination System.

“OC Community Resources” means OC Community Resources, an agency of the County of Orange.

“OC Parks” or “Orange County Parks” means the department within OC Community Resources responsible for management and operation of County regional parks and recreational areas.

“Park” or “Park Facilities” means all developed and undeveloped areas of the listed County regional park.

“Weekly” means the normal work week during the month, Monday through Friday.

“Work” means the services to be completed under this Contract and to include furnishing all labor, materials and equipment.

S-2 SCOPE OF WORK:

Contractor shall furnish all necessary equipment, supervision, labor, materials, tools, water, temporary disposal sites, debris disposal and incidentals necessary to complete the job to the satisfaction of the County Inspector. Work to be done consists of cleaning/sweeping roadways, trail and/or parking areas within the County OC Parks System. The work has been divided into two primary work classifications, ie., regular scheduled facilities which are swept weekly and request-facilities (on-call basis) which are swept as needed. These two classifications also determine the method of scheduling, payment and performance.

The sweeping operation shall consist of removing all dirt, mud, silt, sand, paper, rocks, cans, glass, and other debris. Unforeseen conditions, such as weather, can bring unusual amounts of debris to these facilities. Removal of all debris regardless of scope and level is the responsibility of Contractor. These conditions include but are not limited to leaves, heavy silt, sand or other types of large debris. If debris is determined to be beyond the intent of this Contract, then Inspector may authorize extra work to supplement the cleaning/sweeping operation. This supplemental work shall not be the usual. Contractor will be responsible to meet the terms of this Contract.
Contractor shall be required to provide specialized heavy equipment such as construction sweepers, skid loaders and haul trucks to remove debris, sand, mud and silt from roadways, trail and/or parking areas within the County OC Parks System indicated on Contract.

Attachments to and incorporated into this Scope of Work and Specifications include: Inventory listing and distance categories. Estimated cleaning/sweeping, roadway linear footage figures and parking lot square footage figures for cleaning/sweeping are based on historical information. Contractor shall evaluate actual facility characteristics before submitting its bid. It is the intent of this Contract to provide for cleaning and sweeping of all paved surfaces (asphalt concrete and concrete) within the areas described herein.

Contractor shall comply with all Federal, State, County and local regulations. County shall not be responsible or liable for any equipment or possessions that are lost, stolen, or damaged. Scheduling of work shall be authorized and directed by Park Staff for OC Parks.

A. SWEEPING REQUIREMENTS: Sweeping areas will include all curb lines along both sides of the roadways, or to the edge of the pavement where no curbs exist, along all curbs on raised medians, over all portions of painted medians and all intersection cross gutters. Contractor is responsible for the 8’ trip (sweeper width) along all curbs and raised medians. Sweeping will be accomplished in the same direction as traffic flow at all times.

Contractor will make every reasonable effort to minimize streaks left by sweepers.

B. SCHEDULE: Cleaning/Sweeping services are to be provided on the following schedule:

1. On Monday through Friday inclusive, (five days per week).
2. Service shall be completed as per schedules herein (see item J below).

Cleaning/sweeping shall be accomplished on a week day only (Monday through Friday) except when a major holiday falls on same (see item H below).

Within ten (10) calendar days after effective date of the Contract, the Contractor shall submit a schedule indicating days regular cleaning/sweeping operations will be accomplished. Inspector shall approve schedule prior to implementation. Cleaning/sweeping frequency may be changed to add or delete a sweep due to excessive amounts of debris, storm damage or other causes.

Contractor will complete all sweeping per schedule. MECHANICAL FAILURES, OR PERSONNEL PROBLEMS OR LACK OF COMPRESSED NATURAL GAS (CNG) OR PROPANE ARE NOT ACCEPTABLE REASONS FOR FAILURE TO COMPLY. If necessary, Contractor will supply backup equipment and/or personnel from either from Contractor’s resources or from another Contractor at no additional cost to County.

If Contractor elects to utilize non alternative fuel vehicles without the County’s consent and is fined by AQMD and the County is fined as well, Contractor shall be responsible for paying both fines to AQMD.

C. REGULAR SCHEDULE: Facilities in this classification are swept on a regular schedule, weekly, bi-monthly or monthly. Payment to be computed on a per sweep basis which shall include all cleaning/sweeping costs, hourly charges, administrative costs and disposal costs and fees.

D. REGULAR SCHEDULE – EXTRA WORK: Facilities in this classification are swept on a regular schedule but due to extreme conditions, such as storms, the work far exceeds the normal. Payment to be
computed on a per hour basis for actual cleaning/sweping hours performed under the direction of the Inspector: Dump fees are to be included in the hourly rate of the extra work.

Determination of the use of extra work to be determined by the Inspector prior to the start of work.

E. TRAVEL TIME: All costs for travel time between parcels and/or to and from refuse disposal sites will be included in the unit price and no additional compensation shall be allowed therefore.

F. REQUESTED CLEANING/SWEEPING: Facilities in this classification are to be swept on an on-call basis only, wherein the work is to be performed under the direction of the Inspector. Payment to be computed on Bid Amount for actual cleaning/sweping. Labor hours shall be charged on the basis of actual time spent on each job and shall be computed to the nearest one-quarter (1/4) hour.

G. SCHEDULE CRITERIA: Streets within certain residential areas or adjacent to apartments, condominiums or other areas where all night street parking is prevalent shall be swept after 8:30 a.m.

The County reserves the right to require the Contractor to sweep specific areas on special days at specific times. In the event that a storm causes excess debris in the streets, the Contractor shall at the request of the County and in lieu of the next scheduled sweep, sweep such debris as soon as possible, or the Contractor shall, at the request of the County, make a separate/special sweep of the affected area.

H. HOLIDAY/INCLEMENT WEATHER MAKE-UP: When the holiday falls on a scheduled sweep day, the Contractor shall sweep the next business day. When the Contractor is unable to sweep due to inclement weather, the Contractor shall sweep the next clear business day.

I. LOCATION OF WORK: Work locations for this Contract will include various OC Park facilities. This Contract does not include work on any interstate freeway or highway, State highway, State maintained highway, or Private Street, in County or contracted cities. County Staff will be contacted when jurisdiction of a street or highway is in question.

J. FACILITIES REQUIRING WEEKLY SWEEPING: Contractor shall conduct all cleaning/sweping operations between the hours indicated below unless otherwise approved by the County Inspector.

1. ALISO BEACH PARK – 7:00 a.m. to 9:30 a.m.
   a.) Beach side area first.
   b.) Inland area second.

2. DANA POINT HARBOR – 3:00 a.m. to 7:30 a.m.
   a.) Island parking first.
   b.) Pier parking lots second.
   c.) Cove road parking lot third.

3. SALT CREEK BEACH PARKING LOT + ACCESS ROAD – 6:30 a.m. to 9:30 a.m.
   a.) Parking lot area first.
   b.) Service road after 8:00 a.m.

4. SELVA ROAD (PARKING LOT) – 7:00 a.m to 8:30 a.m.

5. CAPISTRANO BEACH PARK – 7: a.m. to 8:30 a.m.
K. **FACILITIES REQUESTING SWEEPING:** Other OC Parks not specifically identified on this list may be included in the requested cleaning/sweeping category upon request and prior approval of OC Parks staff.

1. CARBON CANYON REGIONAL PARK BREA
2. CASPERS WILDERNESS PARK SAN JUAN CAPISTRANO
3. CLARK REGIONAL PARK BUENA PARK
4. CRAIG REGIONAL PARK FULLERTON
5. IRVINE REGIONAL PARK ORANGE
6. LAGUNA NIGUEL REGIONAL PARK LAGUNA NIGUEL
7. MASON REGIONAL PARK IRVINE
8. MILE SQUARE REGIONAL PARK FOUNTAIN VALLEY
9. O’NEILL REGIONAL PARK TRABUCO CANYON
10. YORBA REGIONAL PARK ANAHEIM
11. IRVINE RANCH HISTORICAL PARK IRVINE

Within ten (10) days after effective date of the Contract, Contractor shall submit a schedule indicating days regular sweeping operations will be accomplished. Inspector shall approve schedule prior to implementation. Sweeping frequency may be changed to add or delete a sweep due to excessive amounts of debris, storm damage or other causes.

County reserves the right to require Contractor to sweep specific areas on special days at specific times.

In the event that a storm causes excess debris in the streets, Contractor shall, at request of County and lieu of next scheduled sweep, sweep such debris as soon as possible, or Contractor shall, at request of County, make a separate/special sweep of affected area.

L. **INVENTORY:**

<table>
<thead>
<tr>
<th>REGULAR SCHEDULING:</th>
<th>Approx. Est. Sweep</th>
<th>Approx. Square Footage</th>
<th>Approx. Linear Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aliso Beach Park</td>
<td>3.00 hrs.</td>
<td>144,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Dana Point Harbor</td>
<td>4.00 hrs.</td>
<td>124,994</td>
<td>N/A</td>
</tr>
<tr>
<td>Salt Creek Beach Parking Lot + Access Road</td>
<td>4.00 hrs.</td>
<td>383,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Selva Road Parking Lot</td>
<td>3.00 hrs.</td>
<td>251,000</td>
<td>N/A</td>
</tr>
<tr>
<td>Capistrano Beach Park</td>
<td>2.00 hrs.</td>
<td>120,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUESTED/ON CALL:</th>
<th>Approx. Est. Sweep</th>
<th>Approx. Square Footage</th>
<th>Approx. Linear Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbon Canyon Regional Park</td>
<td>4.00 hrs.</td>
<td>82,000</td>
<td>3,094</td>
</tr>
<tr>
<td>Caspers Wilderness Park</td>
<td>1.00 hrs.</td>
<td>8,200</td>
<td>3,094</td>
</tr>
<tr>
<td>Clark Park</td>
<td>3.00 hrs.</td>
<td>151,422</td>
<td>7,900</td>
</tr>
<tr>
<td>Irvine Park</td>
<td>5.00 hrs.</td>
<td>484,966</td>
<td>40,656</td>
</tr>
<tr>
<td>Laguna Niguel Park</td>
<td>14.00 hrs.</td>
<td>106,190</td>
<td>27,456</td>
</tr>
<tr>
<td>Mason Park</td>
<td>3.00 hrs.</td>
<td>146,853</td>
<td>7,100</td>
</tr>
<tr>
<td>Mile Square Park</td>
<td>4.00 hrs.</td>
<td>358,050</td>
<td>21,000</td>
</tr>
<tr>
<td>(Includes Hobby Area)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Irvine Ranch Historical Park</td>
<td>1.00 hrs.</td>
<td>8,000</td>
<td>N/A</td>
</tr>
<tr>
<td>O’Neill Park</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yorba Park</td>
<td>3.00 hrs.</td>
<td>13,201</td>
<td>7,920</td>
</tr>
</tbody>
</table>
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ALL MEASUREMENTS ARE ESTIMATES ONLY. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND SITE CONDITIONS PRIOR TO SUBMITTING BID.

The above list may not be complete and any other incidentals necessary in the completion of this Contract shall be included in the bid and no additional compensation shall be allowed.

M. DISPOSAL: Contractor shall dispose of all refuse and debris collected during cleaning/sweeping operations, by hauling to a legally established landfill for disposal of solid waste. The cost for disposal of all refuse and debris, including dump fees, shall be included in the Contract cost per curb mile.

NO “on road” storage or dumping shall be permitted.

N. EXTRA WORK: Facilities are swept on a regular schedule, but due to extreme conditions, such as storms, work may far exceed the normal. Inspector may request Contractor to perform additional sweeping based on an hourly rate. Dump fees are to be included in hourly rate of extra work.

O. MONTHLY REPORTS: Contractor will submit on a monthly basis to County amount of tonnage of debris removed for the previous month. Each report will be submitted before the fifth of each month.

Failure to supply monthly report will result in deduction and forfeit of One Hundred Dollars ($100.00) from payments due Contractor for every day monthly report is not received.

S-3 EQUIPMENT:

SWEEPER TYPES:

Contractor shall have both heavy-duty mechanical broom-type sweepers with debris conveyors equivalent to Mobile M8 sweeper, as well as heavy-duty regenerative air sweeper with minimum 7 ft. wide pickup head equivalent to Tymco 600 sweeper. Specific machine to be used will be at County’s option.

All sweepers shall be in compliance with South Coast Air Quality Management District (SCAQMD) Rule 1186 & 1186.1, Less Polluting Sweepers, adopted August 18, 2000 and Amended May 5, 2006. All certified equipment must be operated and maintained in accordance with manufacturer’s specifications.

Acceptable equipment type for each sweeping area shall be complete alternative fuel sweepers. Contractor shall provide an inventory list of alternative fuel sweepers with bid. Inventory shall include quantity, make, year, and type of alternative fuel used.

All sweeping equipment, as well as disposal trucks and skid loaders shall be equipped with adequate warning Devices and lights for safe operation and must meet all vehicle operating requirements of the State of California Department of Motor Vehicles, CAL OSHA regulations and all other applicable codes required in the State of California.

All equipment shall be adequately maintained both mechanically and visually, and will be fully operational during all sweeping operations.

All units shall be clearly and prominently marked with Contractor’s name and unit number.

All units shall have a radio or paging equipment for contact with Contractor’s main office.
WARNING DEVICES

While sweeping, vehicles shall be equipped with top-mounted warning lights (rotation or beacon) visible for 360 degree or comparable traffic safety lights and meet all vehicle operating requirements of the state of California Department of Motor Vehicles, CAL OSHA regulations and all other applicable codes required in the State of California.

BRUSH/BROOM REPLACEMENT

Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency.

a. Six (6) inches on the gutter brushes;

b. As required on trash direction brush;

c. Six (6) inches on the main broom.

These shall be minimum criteria and final determination shall be on the effectiveness of all brushes and brooms.

NUMBER OF SWEEPERS

Contractor shall have a minimum of two alternative fuel sweepers to complete sweeping during scheduled hours. In addition, Contractor shall have a backup unit for:

Each sweeper less than four (4) years old and every 1000 miles of sweeping per year or;

Each sweeper over four (4) years old and every 500 miles of sweeping per year.

S-4 PERFORMANCE

Primary objectives of the street sweeping program are:

Contractor will comply with specific requirements of the National Pollution Discharge Elimination System (NPDES). Contractor shall notify County Inspector immediately of any Pollution Discharge entering into stormdrains as a result of Contractor performance. Failure to comply to County notification may result in termination of Contract or criminal charges to Contractor.

Establish and Adhere to a regular schedule of performance.

Maintain gutter flow lines free of debris for free flow of water.

Maintain a state of cleanliness for trail safety and acceptable to County and adjacent residents.

Sweeping shall normally consist of a single pass over an area. Contractor will make as many additional passes or such extra effort as may be required to adequately clean the street. Obstructions such as accumulations of silt, compacted dirt, leaves and similar debris will be removed unless removal of such obstruction cannot be accomplished without damage to equipment, inflicting personal injury or clearly is beyond capabilities of specified equipment. Obstructions such as small tree limbs and rocks will be removed from sweeping path and hauled away by Contractor rather than by-passing the area. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, fallen tree limbs, construction equipment or
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materials, and/or other similar items shall be reported per “Notification of Obstruction”, of these Special Provisions.

Inspections shall be performed on a regular basis, as well as spot checks and response to complaints.

Inspector shall decide adequacy of sweeping.

In event that results of a sweep are considered to be unsatisfactory, Contractor shall re-sweep unsatisfactory area at Contractor’s expense within twenty-four (24) hours after notification.

County reserves right to withhold payment for missed, incomplete or unsatisfactory sweeping performance.

S-5 DEFICIENT PERFORMANCE

Liquidated Damages shall be applied to deficient performance and/or late completion. Parties hereto agree that it is impracticable or extremely difficult to determine actual damages the County shall sustain by reason of delay in performance. Therefore, Three Hundred Dollars ($300.00) will be deducted and withheld from payments due or to become due to Contractor for each calendar day work is incomplete beyond the scheduled day. Contractor shall be granted extension of time and shall not be assessed Liquidated Damages for delays caused by acts of God.

The provisions shall apply to submittal of the cleaning/sweeping schedule and to performance according to that schedule.

Repeated instances of failure to perform, shall result in cancellation of the Contract.

A. NOTIFICATION OF SWEEPING OBSTRUCTIONS: Contractor shall notify the County Inspector of any obstruction and/or reason why cleaning/sweeping could not be performed for a specific area.

The initial report shall be made verbally within (24) hours, followed by a written report within (7) days.

The County shall take appropriate action to mitigate the obstruction.

B. CHANGES: Changes in the areas services or specifications may be necessary during the term of this Contract. Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and the Contractor. These changes will be processed through the Deputy Purchasing Agent.

S-6 GENERAL REQUIREMENTS:

A. COOPERATION AND COLLATERAL WORK: Contractor shall endeavor to coordinate all Cleaning/Sweeping operations between the hours indicated below unless otherwise approved by the County Inspector. In those instances where operations would interfere with Contractor's work, Contractor shall submit to County's Inspector a written request stating days, times and operations which should be suspended or conducted at a different time of the day. No additional compensation or adjustment of the allotted working days shall be granted for compliance with these requirements.

B. DUST CONTROL: Contractor shall use all reasonable methods to minimize dust emissions during the performance of this Contract. Contractor will not create dust in such a quantity as to violate the AQMD regulations. No separate payment will be made for any work performed or material used to control dust emissions.
resulting from Contractor’s performance of the work, or by public traffic, either inside or outside County right-of-way.

C. PARKING CONTROL: It has been anticipated that parked cars may be a problem during the course of the work to be performed. Therefore Contractor is required to post, maintain, and subsequently remove, temporary "Tow Away No Parking" signs along parking areas where work is to be performed with no less than 24 hours prior to the start of said work. Contractor will furnish signs per sample provided by County. Contractor will fill in day and date for scheduled work. Contractor will be responsible for replacing any signs which are damaged or removed in order to maintain notice to the public. Contractor will be responsible for the removal of all temporary "Tow Away No Parking" signs upon completion of the work in posted area.

D. PROTECTION AND RESTORATION OF EXISTING FACILITIES: Contractor will protect all furnishings and improvements from damage by its operations. All damage will be repaired or replaced, at the option of County, at Contractor’s expense within three (3) days after notification of such damage by Park Staff. Repairs and/or replacements will be equal to original in all aspects.

E. SAFETY: Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe conditions or premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with Local County, State or other legal intents and terms of the applicable OSHA and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and Agency against injury or damage to their property. [http://www.casqa.org/]

F. SOUND CONTROL: Contractor will comply with all County and local sound control and noise level rules, regulations, and ordinance, which apply to any work performed pursuant to the Contract, and will make every effort to control any undue noise resulting from its operation.

G. WATER: Contractor will furnish all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.

H. NPDES REQUIREMENTS: The Santa Ana and San Diego Regional Water Quality Control Boards (RWQCB) have issued permits which govern storm water and non-storm water discharges resulting from areas owned and operated by the County of Orange, Orange County Flood Control District and incorporated cities of Orange County (collectively referred to as Permittees). RWQCB Permits are National Pollutant Discharge Elimination System (NPDES) Permits No. R8-2009-0030 (NPDES No. CAS 618030) and R9-2009-002 (NPDES NO. CAS0108740), respectively. Copies of the RWQCB Permits are available for review.

In order to comply with Permit requirements, Permittees have developed a Drainage Area Management Plan (DAMP) which contains Model Maintenance Procedures with Best Management Practices (BMP) that parties conducting municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry weather urban runoff, storm water runoff, and receiving water quality.

Work performed under this Contract shall conform to Permit requirements, DAMP, and Model Maintenance Procedures. Contractor will fully understand Model Maintenance Procedures applicable to activities that are being conducted under this Contract prior to conducting them and maintain copies of Model Maintenance

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Procedures throughout Contract duration. The applicable Model Maintenance Procedures can be obtained by submitting a request to the project coordinator.

Evaluation of activities subject to DAMP requirements performed under this Contract will be conducted to verify compliance with DAMP requirements and may be required through Contractor self-evaluation as determined by the County.

I. CONTRACTOR’S OFFICE/FACILITIES: - Contractor shall maintain an office within fifty (60) miles of Orange County with a telephone answering system such that twenty-four (24) hour emergency notification is possible or provide emergency contact name(s) and phone number(s) such that twenty-four (24) hour emergency notification is possible. All calls shall be returned within two (2) hours.

J. WORKSITE LIMITS: All operations shall be restricted to County/OC Parks right-of-way. Contractor shall not enter upon any adjacent property for the purpose of conducting operations required under this Contract unless the Contractor has obtained written permission from the affected property owner.

K. USAGE: No guarantee is given by County regarding usage of this Contract. Measurements are approximate, based upon last usage. Contractor agrees to supply services requested as needed by County, at prices listed in Attachment B – Bid Items.

S-7 PERSONNEL

a. Background/Security: All Contractor personnel engaged in performance of this work shall be employees of Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall conduct a thorough background investigation of each Contractor employee providing services under this Contract, including but not limited to, investigation of employment and police records and shall maintain copy of that request.

b. Supervision: The Contractor shall provide a supervisor or foremen who communicate effectively both in written and oral English and who shall be present at all times during Contract operations. Any order or communication given to these foremen shall be deemed as delivered to the Contractor.

c. Identification: Contractor shall provide uniforms and name badges displaying company name for all field personnel which shall be worn at all times during performance of the work.

d. Conduct: No workman shall be employed on any work under these specifications who is found to be incompetent, disorderly, troublesome, intemperate or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the District supervisor, shall be discharged immediately and not be re-employed on the work. Contractor shall effectuate removal of requested Contractor personnel within three (3) business days.

e. Sweeping Operators: The same operators shall be used throughout Contract period for uniformity and knowledge of areas. Contractor shall attempt to provide adequately trained operators to minimize disruption of service. Contractor is responsible for ensuring that any and all new sweeping operators will be adequately trained in their area by Contractor Supervisors.

PERSONNEL PROBLEMS ARE NOT ACCEPTABLE REASONS FOR FAILURE TO COMPLY WITH SWEEPING SCHEDULES.