

Attachment A

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**AMENDMENT NO. 4
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCENT CLEAN AND SWEEP, INC.**

THIS AMENDMENT NO. 4 to Standard Agreement No. A-13054 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accent Clean and Sweep, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-13054 with County on September 8, 2015 (hereinafter, "Agreement") to provide operated street sweeping services (hereinafter, "services") through September 1, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on March 2, 2016 (hereinafter, "Amendment No. 1") to increase the amount by \$314,088 which resulted in a total not to exceed amount of \$414,088 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on August 31, 2018 (hereinafter, "Amendment No. 2", including Attachment A-1, Revised Road Listing) to replace Attachment A of Exhibit A, Scope of Services/Payment Provisions, with Attachment A-1 to update the Road Listing, to extend the term for one (1) additional year through September 1, 2019, and to increase the amount by \$160,000 which resulted in a total not to exceed amount of \$574,088; and

WHEREAS, Agreement was amended by the Parties on August 23, 2019 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through September 1, 2020 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services associated with general street sweeping, as directed by the County, and to meet the National Pollution Discharge Elimination System (NPDES) Phase II Roads/Streets Classification services beyond the anticipated five (5) year Agreement term allowed per Request for Proposals (RFP) #59000; and

WHEREAS, CONTRACTOR's Street Sweeping Rates require an update effective upon the date of final execution of Amendment No. 4 to the Agreement; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County and to process a new RFP; and

WHEREAS, the Parties wish to further amend the Agreement to update the Street Sweeping Rates, extend the term for approximately four (4) additional months to December 31, 2020, and increase the amount by \$200,000 for a total amount not to exceed \$774,088 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 2.01 under Section 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$774,088.

2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from September 1, 2015 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph A.2 under Section A, "Scope of Services", of Exhibit A, Scope of Services/Payment Provisions to the Agreement, to read as follows:

CONTRACTOR shall produce the following deliverables by the dates indicated below:

All bi-monthly written reports required under this Agreement must be delivered in hardcopy and electronic version to the following individual in accordance with the schedule (Section A.1, Paragraph m, Bi-Monthly Reports for Sweeping of Roadway identified for the NPDES Permit, above):

Randell Ishii, M.S., P.E., Chief of Public Works
County of Monterey
Resource Management Agency – Public Works, Parks and Facilities
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: ishii@co.monterey.ca.us

4. Amend Paragraph B.1, "Compensation/Payment", under Section B, "Payment Provisions", of Exhibit A, Scope of Services/Payment Provisions, to the Agreement, effective upon the date of final execution of Amendment No. 4 to the Agreement, to read as follows:

County shall pay an amount not to exceed \$774,088 for street sweeping services for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on rates listed in Attachment B to this Amendment No. 4 and effective upon the date of final execution of Amendment No. 4 to the Agreement.

5. Amend the first and second paragraph of Paragraph B.2, "Contractor's Billing Procedures", under Section B, "Payment Provisions", of Exhibit A, Scope of Services/Payment Provisions to the Agreement, to read as follows:

Payment may be based upon satisfactory acceptance of each deliverable outlined in the CONTRACTOR's invoice in accordance with the rates in Attachment B, Street Sweeping Rates.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference **Multi-Year Agreement (MYA) #3000*1889**, the services and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

6. In all places within the Agreement, any reference to rates in Exhibit A, Scope of Services/Payment Provisions, is hereby replaced with Attachment B, Street Sweeping Rates, effective upon the date of final execution of this Amendment No. 4 to the Agreement.
7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
8. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Accent Clean and Sweep, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Michael Haughey - President
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 2/14/20
By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: _____

Its: Ofelia Chem - Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 2/14/20

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Accent Clean and Sweep, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Michael Haughey - President
(Print Name and Title)

By: _____
Mary Grace Pefry
Deputy County Counsel

Date: 2/14/20

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: 2-19-2020

Its: Ofelia Chen - Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 2/14/20

Date: 2/20/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

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ATTACHMENT B – STREET SWEEPING RATES
Effective Upon the Date of Final Execution of Amendment No. 4 to the Agreement

GENERAL STREET SWEEPING SERVICES:

Street Sweeping Services as Identified by the RMA – Public Works

[Four (4) hour minimum]

Mechanical Sweeper	\$140.00/hr
Overtime Rate	\$165.00/hr
Vacuum Sweeper	\$125.00/hr
Overtime Rate	\$145.00/hr
Emergency after hours and weekends	\$195.00/hr
[Four (4) hour minimum]	
Overtime Rate	\$225.00/hr
Prevailing Wage	\$160.00/hr
Prevailing Overtime Wage	\$180.00/hr
Shadow vehicle with light bar and safety flasher lighting	\$93.00/hr
[Four (4) hour minimum]	
Overtime Rate	\$113.00/hr
Work requiring Driver to leave the vehicle for longer than fifteen (15) minutes. For example, use of hand blower, hand broom, moving branches and/or other obstacles, will be billed at:	\$75.00/hr
Fuel Charge (percentage added to subtotal on all invoices)	10%

STREET SWEEPING SERVICES FOR NPDES PERMIT:

Street Sweeping Services for NPDES Permit	\$140.00/hr
Marina Landfill	\$65.00/ton
Gonzales Landfill	\$20.00/ton
(Not to exceed \$13,000 for <u>each</u> sweep during the term of the Agreement.)	
Transportation Costs – Haul sweeper debris to landfill for NPDES Permit	
Dump truck/rental/fuel/tax	\$6,800.00
Labor costs all drivers	\$6,000.00
(Not to exceed \$9,139.00 for <u>each</u> sweep during the term of the Agreement.)	
Water Usage for NPDES Permit	
Dust suppression meters rental and usage	\$1,200.00
(Not to exceed \$1,200.00 for <u>each</u> sweep during the term of the Agreement.)	
2.5% Cost of Living Increase (one time charge)	\$2,427.00

ATTACHMENT B – STREET SWEEPING RATES
Effective Upon the Date of Final Execution of Amendment No. 4 to the Agreement

<u>OPERATOR RENTAL RATES:</u>	Regular Wage	Overtime (OT)	Prevailing Wage	Prevailing Wage (OT)
Heavy Broom Mechanical Sweeper Operator	\$149.00/hr	\$165.00/hr	\$175.00/hr	\$195.00/hr
Dump Truck Operator	\$65.00/hr	\$80.00/hr	\$92.00/hr	\$115.00/hr
Fuel Charge				10%

EQUIPMENT RENTAL RATES:

Dump Truck (33k)	\$430.00/day
Water Truck (2,000 gallon)	\$375.00/day
<u>Water Buffalo</u>	
500 gallon	\$240.00/day
1,000 gallon	\$298.00/day
Service Truck	\$220.00/day
Generator (4,000w)	\$185.00/day
<u>Trash Pump</u>	
2"	\$245.00/day
3"	\$275.00/day
Hoses	\$45.00 each/day
<u>Skip Loader</u>	
Skip Loader	\$375.00/day
Delivery	\$125.00/each way
<u>Attachments</u>	
7" Mow Deck	\$295.00/day
Trencher	\$345.00/day
<u>Track Steer</u>	
Track Steer (90 hp)	\$475.00/day
Delivery	\$125.00/each way
<u>Skid Steer</u>	
Skid Steer	\$260.00/day
Delivery	\$125.00/each way
Hydro Seeder	Bid Per Job
Weed Eater	\$45.00/day
Blower	\$75.00/day

The following Stormwater Pollution Prevention Plan (SWPPP) services are included in the Agreement: dust control/silt fence install/construction entrances/wattle and slope stabilization.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

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