

# SUBORDINATE CONTRACT MA-299-23011470 WITH SCA of CA, LLC FOR STREET SWEEPING SERVICES

This Subordinate Contract MA-299-23011470 ("**Subordinate Contract**") for Street Sweeping Services is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its OC Waste & Recycling Department ("**County**"), and **SCA of CA, LLC.,** with a mailing address of 4141 Rockside Rd, Ste 100, Seven Hills, OH 44131-2537, ("**Contractor**"), with County and Contractor sometimes individually referred to as "**Party**" or collectively referred to as "**Parties.**"

### **ATTACHMENTS**

This Subordinate Contract is comprised of this document and the following attachments:

Attachment A – Regional Cooperative Agreement Contract Number RCA-017-23010040

**Attachment B** – Service Locations

### **RECITALS**

*WHEREAS*, the County of Orange, County Executive Office ("CEO") issued a Regional Cooperative Agreement Contract Number RCA-017-23010040 ("RCA") for Street Sweeping Services ("Services"), with SCA of CA LLC, effective April 15, 2023, through April 14, 2028; and

**WHEREAS**, c desires to enter into Subordinate Contract Number MA-299-23011470, in accordance with the pricing, terms and conditions of the RCA, effective July 18, 2023, through April 15, 2024, in an amount not to exceed \$100,000; and

*WHEREAS*, OC Waste & Recycling desires to renew Subordinate Contract MA-299-23011470, in accordance with the pricing, terms and conditions of the RCA, for one year, effective April 16, 2024 through April 14, 2025, in an amount not to exceed \$110,000; and

**WHEREAS**, OC Waste & Recycling anticipates the need for increased street sweeping services for dust mitigation due to several upcoming and ongoing construction projects; and

**WHEREAS,** OC Waste & Recycling desires to add funds in the amount of \$215,000, to the current Subordinate Contract term, effective April 16, 2024 through April 14, 2025, for a revised renewal Subordinate Contract amount not to exceed \$325,000;

**NOW, THEREFORE**, in consideration of the mutual obligation set forth herein, both County and Contractor agree as follows:

**1. Scope of Contract**: Contractor shall provide Street Sweeping Services in accordance with Attachment A, Regional Cooperative Agreement, Contract Number RCA-017-23010040, to the locations as needed and detailed in Attachment B – Service Locations.

- 2. Original Term of Contract: This Subordinate Contract shall be coterminous with the effective dates of the RCA, effective July 18, 2023, through April 15, 2024, in an amount not to exceed \$100,000.
- 3. Renewals: This Subordinate Contract may be renewed upon RCA renewal by CEO and remain coterminous with the effective dates of the RCA.
- 4. Compensation and Payment: Contractor agrees to provide Street Sweeping Services at the fixed rates set forth in the RCA.
- 5. Payment Terms and Instructions: Payment due to the Contractor will be made within 30 days after receipt of a correctly submitted monthly invoice. Payment made by the County shall not preclude the right of the County from thereafter disputing any material or service billed or involved under this Contract and shall not be construed as acceptance of any part of the work (materials or services).

Invoices shall be sent to ocwrinvoice@ocwr.ocgov.com and shall include the following:

- a. Contractor Name
- b. Contractor Address
- c. Contractor Remittance Address (if different from above)
- d. RCA Number RCA-017-23010040
- e. Subordinate Contract Number MA-299-23011470
- f. Description and breakdown of items and services
- g. Dates of service
- h. Total Invoice Amount
- 6. Notices: Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA) listed below, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

#### Contractor

County of Orange

Name: SCA of CA, LLC

Address: 4141 Rockside RD STE 100

Seven Hills, OH 44131-2537

Attn: Jose Brito, 310-538-6986 Email: jbrito@sweepingcorp.com

# County

Name: County of Orange, Waste & Recycling

Address: 601 N. Ross St. 5th Floor Santa Ana, CA 92701

Attn: Wendi Osborne, 714-834-2166 Email: wendi.osborne@ocwr.ocgov.com

# Attachment A

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

# SCA OF CA LLC\*:

*If Contracting party is a corporation the following signature requirement applies: First (1 <sup>st</sup> ) signature b the Chairman of the Board, the President or any Vice President.	
Print Name*	Title*
Signature*	Date*
	on the following signature requirement applies: Second $(2^{nd})$ signature tary, the Chief Financial Officer or any Assistant Treasurer.
Print Name**	Title**
Signature**	Date**
offices in each of the two categories	is sufficient to bind a corporation, as long as he or she holds corporate described above. In the alternative, a single corporate signature is orporate resolution demonstrating the legal authority of the signee to
**********	*****************
County of Orange, a political subdi	vision of the State of California
Print Name	Title
Signature	Date

# Attachment A

# ATTACHMENT A Regional Cooperative Agreement Contract Number RCA-017-23010040

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# **ATTACHMENT B Service Locations**

### OLINDA ALPHA LANDFILL (North Region, est. sweeping area 327,00 sq.ft.)

1942 N. Valencia Ave.

Brea, CA 92821

Contact: Jim Markham -714-986-2671 Email: jim.markham@ocwr.ocgov.com Andrea Toscano – 714-986-2672

Email: andrea.toscano@ocwr.ocgov.com

### FRANK R. BOWERMAN LANDFILL (Central Region, est. sweeping area 14.5 acres or 630,847

sq.ft.)

11002 Bee Canyon Access Rd.

Irvine, CA 92602

Contact: Nathan Waites – 949-551-7103 Email: nathan.waites@ocwr.ocgov.com Carmen Saldana – 949-262-2420

Email: carmen.saldana@ocwr.ocgov.com

### PRIMA DESHECHA LANDFILL (South Landfill, est. sweeping area 15 acres)

32250 Avenida La Pata

San Juan Capistrano, CA 92675

Contact: Jose Gamboa – 949-728-3050 Email: jose.gamboa@ocwr.ocgov.com Lauren Richards – 949-728-3040

Email: lauren.richards@ocwr.ocgov.com

## SANTIAGO CANYON LANDFILL (est. sweeping area 7.84 acres or 341,544 sq. ft.)

3099 Santiago Canyon Road

Orange, CA 92669 Telephone: 714-289-0718

**Contact: Reference FRB Contract** 

#### **COYOTE CANYON LANDFILL (est. sweeping area 5 acres)**

20661 Newport Coast Drive

Irvine, CA 92657

Telephone: 949-718-0355

Reference Prima Deshecha Contract