



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: August 13, 2024

or Procurement Director Award:

\* = Mandatory, information must be provided

**\*Contractor/Vendor Name/Grantor (DBA):**

Offsite Sweeping LLC (Headquarters: Phoenix, AZ)

**\*Project Title/Description:**

Roadway Sweeping Services

**\*Purpose:**

Award: Master Agreement No. MA-PO-24-233. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$450,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Transportation.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-24000141 was conducted. Two (2) responses were received. Award is to the lowest, responsive and responsible bidder.

PRCUID: 513274

Attachments: Notice of Recommendation for Award and Master Agreement.

**\*Program Goals/Predicted Outcomes:**

To provide a service to maintain roadway surfaces by sweeping clean and disposing of materials collected during the sweeping process according to the contracted schedule.

**\*Public Benefit:**

Roadways that are swept on a routine schedule are safer to drive, walk and bike on. Debris removed from the roadway surface will be kept out of the storm drain system.

**\*Metrics Available to Measure Performance:**

A schedule of roadways to be swept will be monitored and inspected daily for quality assurance by the sweeping program manager.

**\*Retroactive:**

No.

TD COB: 07/16/2024  
VERSION: 1  
PAGES: 219

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-233
Commencement Date: 08/16/2024 Termination Date: 08/15/2025 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 450,000.00 \* Revenue Amount: \$

\*Funding Source(s) required: HURF

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
\*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
\*All Funding Source(s) required:

\*Match funding from General Fund? Yes No If Yes \$ %
\*Match funding from other sources? Yes No If Yes \$ %
\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Maricruz Lopez Digitally signed by Maricruz Lopez Date: 2024.06.26 13:45:16 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.06.26 15:20:01 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.06.27 08:55:24 -07'00' Telephone: 520-724-3736

Department Director Signature: Lauren A. Ortega Date: 7/8/2024
Deputy County Administrator Signature: Date: 7/12/2024
County Administrator Signature: Date: 7/12/2024



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: June 27, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-24000141 for Roadway Sweeping Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 13, 2024.

Award is recommended to the lowest, responsive and responsible Bidder

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Offsite Sweeping LLC	\$388,010.00	\$450,000.00 (including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
C&S Sweeping Services, Inc.	\$447,435.00*

\*Bid amount as shown includes corrections.

Issued by: Maricruz Lopez, Procurement Officer

Telephone Number: 520-724-3736

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2400000000000000233

MA Version: 1

Page: 1 of 2

Description: Roadway Sweeping Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	<b>Issued By:</b> ANGELA ALVAREZ
	<b>Phone:</b> 5207245927
	<b>Email:</b> angela.alvarez@pima.gov

T E R M S	<b>Initiation Date:</b> 08-16-2024
	<b>Expiration Date:</b> 08-25-2025
	<b>NTE Amount:</b> \$450,000.00
	<b>Used Amount:</b> \$0.00

V E N D O R	<b>OFFSITE SWEEPING LLC</b>	<b>Contact:</b> CRAIG MORRIS
	<b>2113 E JACKSON STREET</b>	<b>Phone:</b> 480-580-9768
	<b>PHOENIX AZ 85034</b>	<b>Email:</b> craig@offsitesweeping.com
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>
<b>Delivery Type:</b>
<b>FOB:</b>
<b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$450,000.00 (including sales tax) and includes four (4) one-year renewal options.
Attachment: Offer Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.





**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 2400000000000000233

MA Version: 1

Page: 2 of 2

**Line Description**

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1	Roadway Sweeping Services		
	Service Contract Amt (Not-To-Exceed)	Service From	Service To
	310412.78		

**OFFER AGREEMENT**

**1. PURPOSE**

This contract establishes a system-generated form Master Agreement (“MA”) for Contractor to provide Pima County (“County”) with Roadway Sweeping Services on an “as required basis” by issue of Delivery Order (“DO”) or Delivery Order Maximo (“DOM”).

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS**

The MA will document the commencement date of the contract, and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

**3. CONTRACTOR MINIMUM QUALIFICATIONS**

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

**Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:**

1	Contractor has been in the business of providing sweeping services for a minimum of three (3) consecutive years. <b>Include one (1) copy of business license with the Offer Agreement.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Local Office. Throughout the period of this contract, the Contractor shall establish and maintain an office/dispatch and an authorized managing agent in the Tucson Metropolitan area available twenty-four (24) hours a day seven (7) days a week. Contractor’s managing agent shall serve as the point of contact for the Contractor and shall be located in Tucson. Provide address below: <u>8371 W Tangerine Rd</u> <u>Marana, AZ 85658</u> Most likely move to larger location upon award.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK**

See **Exhibit A – Scope of Services**

See **Exhibit B – Unit 1 Maps A through F**

See **Exhibit C – Unit 2 Maps A through C**

See **Exhibit D – Unit 3 Maps A through I**

See **Exhibit E – Unit 4 Maps A and B**

See **Exhibit F – Unit 5 Maps A through D**

See **Exhibit G - Unit 6 Maps A**

See **Exhibit H – Dump Site Maps**

**5. SUSTAINABILITY**

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

Waste prevention/reduction or material recycling/reuse.

- Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

## 6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

## 7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

## 8. COMPENSATION & PAYMENT

The MA will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

### 8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Pricing – Complete unit prices in BidNet.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

**8.2. Price Warranty and Trade-In Allowance**

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors’ Policy D.29.11, Surplus Personal Property.

**8.3. Price Escalation**

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request (“PER”) per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County’s best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

**8.4. Living Wage**

All pricing will conform to Pima County’s Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage. **See Exhibit I – Living Wage.**

**8.5. Additional Items and/or Services**

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor’s/manufacturer’s or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e.  $\text{Manufacturer’s List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$ . The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr. List Price – (List price x Discount %) = Discounted Unit Price

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

**8.6. Standard Payment Term**

Net 30, effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**8.7. Optional Early Payment Discount Term**

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: 0 % if payment tendered within \_\_\_\_\_ Days as indicated above.

**8.8. Invoicing**

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO or DOM document.

All Invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**9. VENDOR RECORD MAINTENANCE**

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

**10. DELIVERY**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO or DOM document.

If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**11. TAXES, FEES, EXPENSES**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.



**12. OTHER DOCUMENTS**

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-24000141 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**13. INSURANCE**

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

**13.1. Minimum Scope and Limits of Insurance**

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

**13.1.1. Commercial General Liability (CGL)**

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**13.1.2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

**13.1.3. Workers' Compensation (WC) and Employers' Liability**

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

**13.2. Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

**13.2.1. Claims-Made Insurance Coverage**

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

**13.2.2. Additional Insured Endorsement**

The General Liability, Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

**13.2.3. Subrogation Endorsement**

The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**13.2.4. Primary Insurance Endorsement**

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

**13.2.5.** Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

**13.2.6. Subcontractors**

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**13.3. Notice of Cancellation**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

**13.4. Verification of Coverage**

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

**13.4.1.** All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

**13.4.2.** All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

**13.5. Approval and Modifications**

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

**14. PERFORMANCE BOND**

Not applicable to this contract.

**15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS**

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	05/22/2024	3	05/28/2024		
2	05/24/2024				

**16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is your firm SBE certified as defined by the solicitation’s Instructions to Offerors Section 7.1? Yes  No

(select one)

If Yes, have you included your certification document? Yes  No

(select one)

**NOTE:** If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: OFFSITE SWEEPING LLC

BUSINESS ALSO KNOWN AS: OFFSITE SWEEPING

MAILING ADDRESS: 2113 E JACKSON STREET  
PHOENIX, AZ 85034

CITY/STATE/ZIP:

REMIT TO ADDRESS: 2113 E JACKSON STREET  
PHOENIX, AZ 85034

CITY/STATE/ZIP:

CONTACT PERSON NAME/TITLE: CRAIG MORRIS / MANAGING MEMBER

PHONE: 480.580.9768 FAX: 480.345.5535

CONTACT PERSON EMAIL ADDRESS: craig@offsitesweeping.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: craig@offsitesweeping.com

CORPORATE HEADQUARTERS ADDRESS: 2113 E JACKSON STREET | PHOENIX, AZ 85034

WEBSITE: www.offsitesweeping.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County’s Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not ‘responsive’ and County may not evaluate them. Contractor’s submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA document issued by County’s Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE:  DATE: 06/02/2024

CRAIG MORRIS | MANAGING MEMBER

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 480.580.9768 craig@offsitesweeping.com

County Attorney Contract Approval “As to Form”.

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

**2. PACKING**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**3. DELIVERY**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**4. SPECIFICATION CHANGES**

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**5. INSPECTION**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**6. ACCEPTANCE OF MATERIALS AND SERVICES**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT**

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.



**8. FRAUD AND COLLUSION**

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**9. COOPERATIVE USE OF RESULTING CONTRACT**

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

**10. INTELLECTUAL PROPERTY INDEMNITY**

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**11. INDEMNIFICATION**

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**12. UNFAIR COMPETITION AND OTHER LAWS**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**13. COMPLIANCE WITH LAWS**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

**14. ASSIGNMENT**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**15. CANCELLATION FOR CONFLICT OF INTEREST**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**16. NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**17. NON-APPROPRIATION OF FUNDS**

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**18. PUBLIC RECORDS**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

**19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**20. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**21. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

**22. TERMINATION**

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

**23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

**24. INDEPENDENT CONTRACTOR**

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

**25. BOOK AND RECORDS**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**26. COUNTERPARTS**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**27. AUTHORITY TO CONTRACT**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**28. FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**29. SUBCONTRACTORS**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**30. SEVERABILITY**

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

**31. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees,

and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Contractor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Section by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor’s approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

### **32. CONTROL OF DATA PROVIDED BY COUNTY**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

### **33. ISRAEL BOYCOTT CERTIFICATION**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

### **34. FORCED LABOR OF ETHNIC UYGHURS**

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

### **35. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

## **END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

## EXHIBIT A: Scope of Services (10 Pages)

- Contractor is responsible to provide all materials, staff and labor, tools, communication devices, sweeping vehicles, sweeping equipment, dumpsters, traffic control, and appurtenances necessary to complete the work in a satisfactory manner as described herein.
- This Contract will primarily be used by the Pima County Department of Transportation (PCDOT) Maintenance and Operations Division and Regional Wastewater Reclamation (RWRD). The Bid Item List, Exhibits A through H detail the Units frequency and the roadways requiring sweeping on a regularly scheduled basis. County departments may also request sweeping services on an as needed hourly or per mile basis.

### **Communications. Supervision and Equipment Operators**

- Contractor will have appropriate means for open communications with County. Contractor's staff will utilize email and/or a cell phone communication system. Emergency phone numbers and contacts will be provided for emergency call outs prior to starting work. Contractor will provide PCDOT Maintenance & Operations and RWRD an e-mail address for Contractor. Additionally, Contractor will furnish PCDOT Maintenance and Operations and RWRD a listing of Contractor's names of personnel responsible for this contract and a listing of the "chain of command" within Contractor's organization.
- **Supervision by Contractor:** Contractor will supervise and direct all work and equipment scheduled, extra, or emergency. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures for the work.
  - Contractor will employ a qualified supervisor (Managing Agent) who will be designated in writing by Contractor as Contractor's representative. The cost of providing a supervisor will be considered incidental to the bid item list in this contract. Contractor shall provide this information at the time of the pre-construction meeting between County and Contractor.
  - The supervisor (Managing Agent) will have full authority to act on behalf of Contractor and all communications given to Contractor. The supervisor will be located in Tucson and available at all times as required to perform adequate supervision and coordination of the work.



- Contractor's assigned Managing Agent will attend a post award meeting after the contract has been fully executed by both parties. Such date will be communicated to Contractor at a later time.
- Contractor will assign a Managing Agent responsible for being the point of contact with County's PCDOT & RWRD staff, coordinating hourly emergency call-out and as-needed hourly service, resolving performance issues, attending meetings, submitting reports, receiving Delivery Orders, billing and invoices, and supervision of Contractor's Sweeping Equipment Operators.
- **Equipment Operators:** Contractor must currently have available, at a minimum two (2) licensed Sweeping Equipment Operators, to perform sweeping services required by this Contract. Contractor will have appropriate means for open communications with County through email and by phone with each sweeper. Sweeping Operators will be appropriately licensed for the type of equipment operated.

### **Equipment**

- All street sweeping vehicles must be maintained in good repair, appearance, and sanitary condition at all times. County reserves the right to inspect equipment at any time to ascertain said conditions. County's representative has the right to suspend sweeping operations until all items associated with the maintenance, appearance, and sanitary conditions are addressed.
- All equipment used for sweeping operations will have appropriate watering systems to control dust during sweeping operations. Said watering systems will be used during all sweeping operations. Watering is not a separate pay item as associated with this item and shall be considered incidental to the contract items.
- Contractor is responsible for obtaining hydrant keys from the City of Tucson.
- Contractor is responsible for the obtainment and placement of dumpster(s).

### **County Staff and Contract Administration**

- PCDOT and RWRD departments require routine services on a regular basis. However, other County departments may request services at any time during the term of the contract.
- The DOT and RWRD will designate one or more representatives to assist with and oversee Contractor work. The designated county representative(s), herein referred to as County Inspector, will be responsible for, but is not limited to, the following tasks:
  - Issue any Notice to Proceed, coordinate and schedule work with

Contractor and meet Contractor at work sites and buildings as necessary to facilitate and monitor Contractor's work.

- Monitor Contractor performance, review, accept, or decline to accept the work performed by Contractor, and to ensure overall contract compliance.
- Provide or coordinate Contractor's access to work sites to facilitate the work and resolve any unanticipated access issues.
- Assign as necessary access keys for access to the worksite irrigation systems, clocks, cages, control boxes, etc.
- Consult with Contractor in advance and during the course of work to ensure the work progresses and is completed to the full satisfaction of County.
- Conduct unannounced periodic inspections of Contractor's work at any time.
- Direct Contractor to correct any deficient processes, products, applications, or other Contractor actions, and request warranty work.

### **Sweeping Requirements and Practices**

- Contractor will at all times use good sweeping practices and will be responsible for making any and all adjustments to the equipment as needed or as directed by County. Contractor will exercise due care so as to prevent spilling, scattering, or dropping of refuse through the sweeping activities and will immediately clean up any spillage, dropping, or scattering.
- Accumulated debris on streets will be removed by a Pick Up Broom or Vacuum Sweepers. County shall provide NO grace period for Contractor to mobilize equipment (multiple sweepers), drivers, and office staff as necessary to begin and complete each monthly scheduled sweeping. COUNTY will be the sole source in determining if the roads, streets, and intersections have been adequately swept.
  - ARTERIAL curbed or non-curbed roadways shall be swept as follows:
    - Sweep width of 8 feet (or width of pick-up broom or vacuum sweepers) from right gutter line/edge of pavement towards the roadway
    - Sweep width of 8 feet (or width of pick up broom or vacuum sweeper) from left gutter line/edge of pavement towards the roadway
    - All other lanes on arterial roadways will be swept on as needed basis as directed by County Inspector and shall be swept at the same time as the curb lines are swept. This work will be charged at the cost per mile unit bid if over 3 miles, otherwise it will be charged at the hourly rate.
  - Local/Collector curbed and non-curbed roadways shall be swept from curb to curb or from edge of pavement to edge of pavement.

- Complete intersections and turn bays shall be swept during sweeping. CONTRACTOR shall make as many passes as necessary to accomplish the task of removing all debris.
- Two-Way center left-turn lanes will be swept on an as needed basis at the direction of County Inspector and will be charged at the hourly rate or cost per mile if over 3 miles.
- Per mile sweeping for arterial/collectors/locals will have a 3-mile minimum. The unit price per mile shall include all mobilization costs to travel to and from the work area. If the work area is under 3 miles, the hourly rate will be paid.
- CONTRACTOR shall employ any and all means necessary to ensure the sweeping is done in strict compliance with any and all of PIMA COUNTY DEPARTMENT of ENVIRONMENTAL QUALITY CONTROL requirements and guidelines. County will monitor the sweeping and debris removal to ensure that CONTRACTOR employs all reasonable means and measures to ensure strict compliance. County may stop work immediately if County determines additional measures are needed or in the event that any procedure used is not producing the required PIMA COUNTY DEPARTMENT of ENVIRONMENTAL QUALITY CONTROL requirements. This is not a pay item.
- During routine sweeping, Contractor shall be responsible for cleaning all loose sand and debris accumulated to a depth of 2” or less. As directed by County, if sand and debris exceeds 2” and/or is hard packed in certain areas, these areas will be re-swept at the hourly rate bid.
- Positioning gutter brooms at the proper angle and pressure to the gutter line, touching the curb at locations where median or edge line curbing exists.
- Level of cleanliness; Contractor will clean all sidewalks and driveways as needed or as requested by the PCDOT inspector or authorized representative due to spilling, scattered, or dropping of debris/refuse during sweeping activity. Setting the main broom in a level position to assure debris is picked up. Apply appropriate broom pressure necessary for sweeping conditions.
- Adjust water spray nozzles to keep dust, caused by sweeping, to a minimum. It is recommended to check the spraying of water after each refill of the tank to ensure adequate coverage throughout the day.
- Center dirt reflectors and main drag shoes will be properly maintained and adjusted, or any other device designed for the particular sweeping device being used to direct the debris to the proper pick-up broom or to the desired location.
- Contractor shall adjust sweeping speeds as necessary on arterial and collector streets to achieve the best performance and to ensure that the pavement is free of any loose debris and obtain adequate dust control.

- Contractor will sweep all residential streets between 3 to 7 miles per hour, set by manufacturer specifications, to achieve the most efficient way to pick up debris and for proper dust control. (This will help reduce complaints about dust and minimize debris left on sidewalks and curbs during sweeping operations.)
- ARTERIAL and COLECTOR streets can be swept between the hours of 9 pm and 6 am. RESIDENTIAL streets can be swept between 6 am and 7 pm. (Per Arizona Pima County Code 9.30.070 residential zones). Routine sweeping outside these hours shall be allowed and performed only upon documented authorization by COUNTY Inspector.
- Common sense and good judgment shall be used at all times.
- Sweeping equipment should be inspected for any hydraulic fluid or fuel leaks prior to performing sweeping on County roadways.
- Contractor shall provide and maintain as many sweepers and other support equipment as noted in this contract as necessary to perform the work as required by County.
- Contractor shall maintain all sweepers in good working condition and all sweeping equipment shall be kept clean and presentable at all times. The equipment used shall be equipped with all necessary safety equipment as noted by the manufacturer, and all safety equipment shall be in working condition at all times, including any and all arrow boards and rotating or strobe warning lights.
- County reserves the right to inspect any and all sweeping equipment intended to be used in this contract by Contractor prior to issuing a notice to proceed or at any other time as deemed necessary by County.
- County also requires that Contractor provide to County copies of any and all manufacturers' operator and maintenance manuals, for all sweeping equipment and accessories to be used in the performance of this contract. Contractor will ensure sweeping equipment and accessories perform optimally and in accordance with the manufacturer's requirements.
- County shall have the right to reject any piece of sweeping equipment that does not meet the requirements listed above until such time that equipment is properly repaired or replaced and is in conformance to the conditions described above.
- County also reserves the right to require documentation that Contractor has qualified operators and that all operators have the appropriate State of Arizona (Arizona Contracting License) operators' license as required for each piece of equipment used by the operators.
- Contractor is not responsible for the cleanup or pick-up of hazardous spills. Those tasks will be performed by the Hazardous Response team contracted by County.

- Any damage to County assets or infrastructure or spills caused by Contractor will be their responsibility to repair or clean up at no additional costs. Clean up methods shall be approved by County Inspector prior to any cleanup work being performed.

**Routine Sweeping (Unit Areas/Tres Rios Plant)** all mobilization costs to unit areas and debris transfer to maintenance yards is considered incidental to the total Unit Area costs. See Exhibit B through Exhibit H for Unit Area Maps and Debris Transfer Location maps.

**Emergency Sweeping** may be required to occur during normal work hours or after normal work hours. Emergency Sweeping is defined as sweeping required for occasions or events, such as spills or auto accidents requiring accelerated response times to protect the safety of the driving public. If the event occurs during normal working hours, PIMA COUNTY shall pay the hourly rate bid, from the time the sweeper leaves the previously scheduled work site or parking area. If emergency sweeping is required after work hours, the hourly rate will be paid by PIMA COUNTY from the time the operator of the sweeper leaves Contractor's place of business until the job is completed or a minimum of two hours, at the hourly rate bid. Emergency sweeping shall be performed upon documented text, phone or e-mail notification by COUNTY Inspector.

**Hourly Sweeping** Additional sweeping services at an hourly rate may be required at various times during normal working hours. Such instances may include pre-sweeping for surface treatments, new subdivisions accepted by Pima County but not yet in the sweeping inventory, or other non-emergency situations that do not require an accelerated response time. The response time for routine hourly sweeping is one full working day after notification is made. For example, if County notifies on a Wednesday, Contractor shall start sweeping by Friday morning. The hourly rate will be paid by PIMA COUNTY from the time the operator of the sweeper leaves Contractor's place of business until the job is completed or a minimum of two hours, at the hourly rate bid. No hourly rates will be paid unless approved in advance by County.

Contractor is not responsible for the clean-up or pick-up of hazardous spills. Those tasks will be performed by the Hazardous Response team contracted by County.

### **Reporting**

- Contractor shall provide County Inspector a list of Units or roadways swept at the end of each work shift identifying the areas and dates that they were completed. Contractor shall also provide a list of the Units or roadways that will be swept the following work shift with dates and times. All information shall be submitted via email.



- Contractor shall notify County Inspector of where each individual sweeper is working each day. This notification shall be submitted via email.
- Contractor shall notify County Inspector if there is a sweeper break down or the sweeper has to leave a scheduled or emergency work area prior to the work being completed.
- Monthly Sweeping Schedules will be provided by County Inspector once the contract is awarded.
- If inclement weather occurs to the sweeping operations, Contractor will suspend sweeping operations and resume sweeping operations when weather permits. Emergency sweeping or extra sweeping will be swept on an hourly unit price basis as directed by County. The Sweeping Schedule approved by County Inspector will be strictly adhered to and changes made only with the permission of County Inspector. County Inspector will notify Contractor when to commence sweeping the Units assigned by the Sweeping Schedule. Approval provided to Contractor by County Inspector will serve as a monthly notice to begin work. The end of the same month will serve as the specified time allowed for completing the work unless previous arrangements have been approved by County Inspector. County does not guarantee a minimum amount of work per day, per week, or work per month.
- County reserves the right to modify Exhibits B through H by adding, deleting roads, streets or intersections and Contractor will be paid per the unit bid price where each addition, deletion or revision occurs. As deemed necessary by County, County may increase or decrease the frequency of the street, road or intersection sweeping at no additional unit costs.

### **Traffic Safety**

- Traffic flow around the sweeper will be maintained. All sweeping will be accomplished "with" traffic flow instead of opposing traffic. In the event line of sight vision may be impaired, Contractor will use signs and any other approved traffic control devices as necessary and as required and recommended in the most current Edition of the Manual on Uniform Traffic Control Devices. Safety is the sole responsibility of Contractor.
- Pima County will require a flashing arrow board be mounted on the rear of the pick up and vacuum sweepers and will be in conformance with PART VI of the most current edition of the Manual on Uniform Traffic Control Devices.
- All Sweepers will also be equipped with strobe or rotating warning lights. This is considered incidental to the safe operation of the sweepers.
- All sweepers used in the performance of this contract will be equipped as noted and ready for use within 10 days after the issuance of the notice to proceed. Sweepers not

property equipped will not be allowed to begin work until the equipment is properly equipped. This is not a pay item.

### **Dump Sites**

- **Debris Hauling:** Contractor will pick-up, haul, and dispose of all debris accumulated from sweeping activities performed under this contract to pre-determined County owned maintenance yards throughout unincorporated Pima County. See Exhibit H. All bid item unit prices should include all mobilization costs and incidentals to haul debris to the pre-determined yards.
- **Temporary Storage of Debris:** Pima County will not provide dump sites for temporary debris storage. Contractor may choose to utilize privately owned sites for the temporary storage and transfer of swept debris. Contractor must provide County with a letter from the owner of the land authorizing the Contractor to use the property for temporary debris storage, and that the landowner will hold County harmless. This must be done prior to any dumping on the site. If and as necessary, County may review the site and approve or reject the location. County will not pay for cost associated with the dumping and temporary storage of debris at privately owned locations.

### **MEASUREMENT AND PAYMENT**

Contractor will provide invoices, including supporting documentation, to County Inspector on a monthly basis. Supporting documentation for each monthly invoice must include, landfill receipts/dump tickets and one copy of each approved work report detailing all hourly, emergency, and Unit Areas swept. Work report will be in a format specified by County Inspector.

Conditional lien releases from any Subcontractors and material suppliers will be provided with the monthly invoices, together with unconditional lien releases for the first previous month's billing. Payment will be made only after completion and acceptance of the work performed and receipt of supporting invoices.

- Upon acceptance, County Inspector will forward all necessary. invoice papers to the Finance Department for payment.
- **Measurement:** Measurement will be on the basis of Unit Area satisfactorily cleaned or hours/miles of sweeping satisfactorily completed. Mobilization fees to work site and dump sites are considered incidental to the Unit Area price per unit on the Bid Item List. Quantities for this work will be paid under the appropriate schedule at the applicable contract price per unit of measurement stipulated on the Bid Item List, with no allowance for waste. All per mile costs should include all mobilization fees to the work

site and dump sites and is considered incidental to this bid item. Payment will be made monthly after completion and acceptance of all locations defined within a Unit Area.

- **Payment:** Unit Prices will be compensation in full for furnishing all materials, labor, tools, sweeping vehicles, sweeping equipment, dumpsters, traffic control, transport, temporary storage, Ajo travel and appurtenances necessary to complete the work in a satisfactory manner as specified. No additional payment will be made for work related to any item unless specifically indicated in the contract.

**Billing:** Contractor will bill the PCDOT Maintenance and Operations monthly upon completion and acceptance of the work by County Inspector. Billing will include the unit areas completed and satisfactorily cleaned for that monthly billing period and the dump ticket receipts.

### **Final Acceptance**

"Final Acceptance" will mean a written final acceptance of the work by County Inspector. County Inspector will make the final acceptance promptly after work has been completed in accordance with the terms and specifications defined herein and after inspection is made.

### **Miscellaneous**

**Dust Control and Permits:** The-Contractor will take whatever steps, procedures, or means to prevent abnormal dust conditions due to his operations in connection with this Contract and, in accordance with the requirements of all applicable air pollution control regulations. All sweeping equipment used by Contractor will comply with current PM - 10 requirements under dust control and in strict conformance with Pima County Department of Environmental Quality Control. This is not a pay item.

**Overtime:** The contract does not allow for an overtime rate as a separate pay item. Contractor may work in the evening on non-residential streets only after obtaining written permission from County.

**Inspection:** County Inspector may direct attention of Contractor to unsatisfactory work, but such inspection will not relieve Contractor from any obligation to provide routine scheduled sweeping services.

- In case of any dispute arising between County Inspector and Contractor as to the manner of performing work, County Inspector will have the authority to suspend the work until the question and issue can be referred to and decided by the DOT or RWRD Division Manager.
- County Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications and are not to issue instruction contrary to the plans and specification.

- County Inspectors will in no case act as foreman or perform other duties for Contractor or interfere with the management of the work by Contractor.
- Inspection or supervision by County will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of Contractor's foreman and superintendent.

#### **Guarantee**

- Contractor shall guarantee that workmanship and work performed pursuant to this agreement complies with the specifications listed herein and conform with the generally accepted procedures, practices, and methods that are appropriate for the services provided, as well as all applicable Federal, State and County laws and regulations.
- Any defective workmanship, materials or equipment discovered prior to or during the term of this contract shall be corrected at no expense, and to the satisfaction of Pima County.

#### **Claims and Disputes, and Arbitration**

- Pima Association of Governments (PAG) Standard Specifications for Public Improvements, 2015 Edition, Sections 105-18 and 105-19 shall apply to this contract.

**End of Exhibit A**







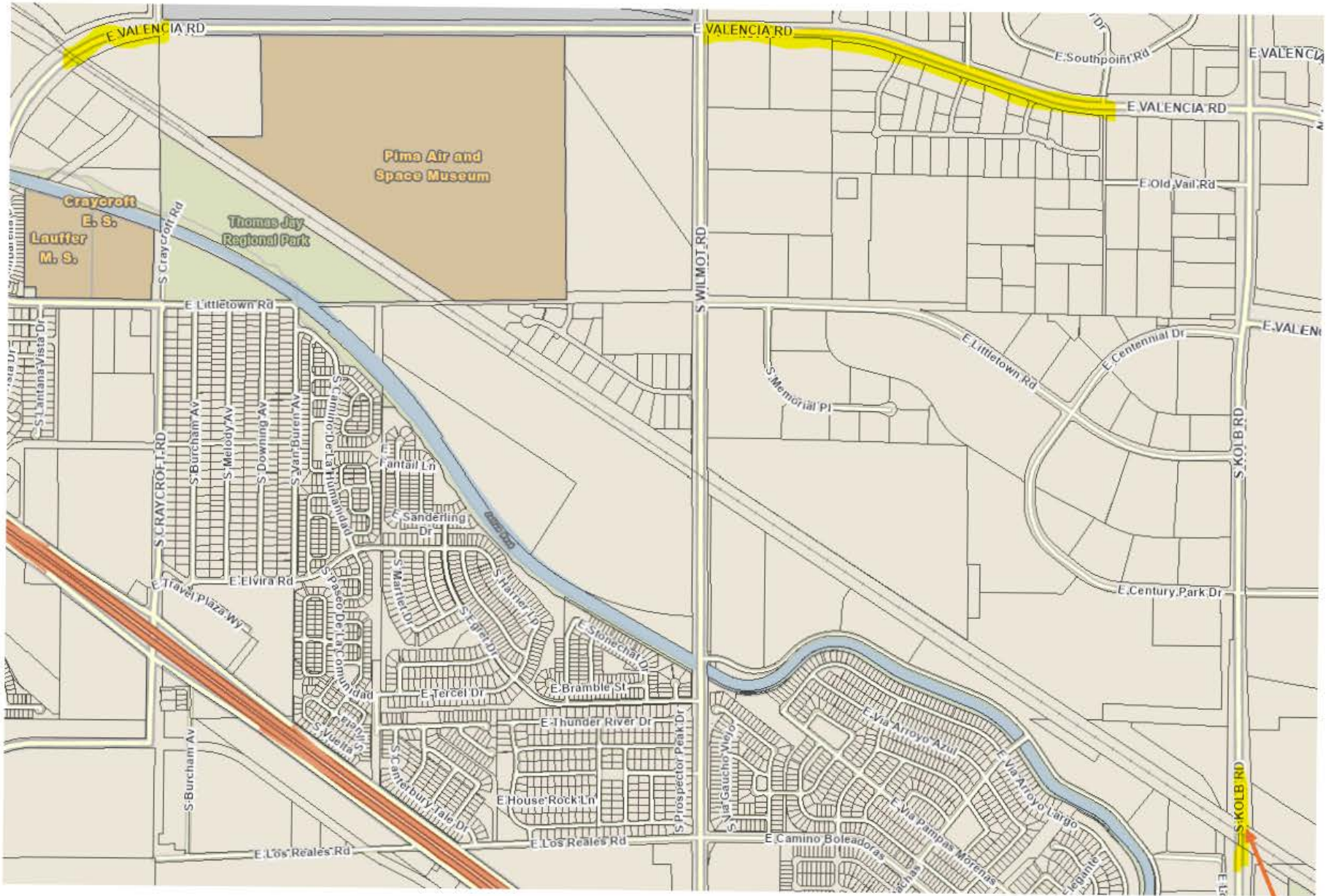












Train Track Bridge



Exhibit B  
**1B Collectors**

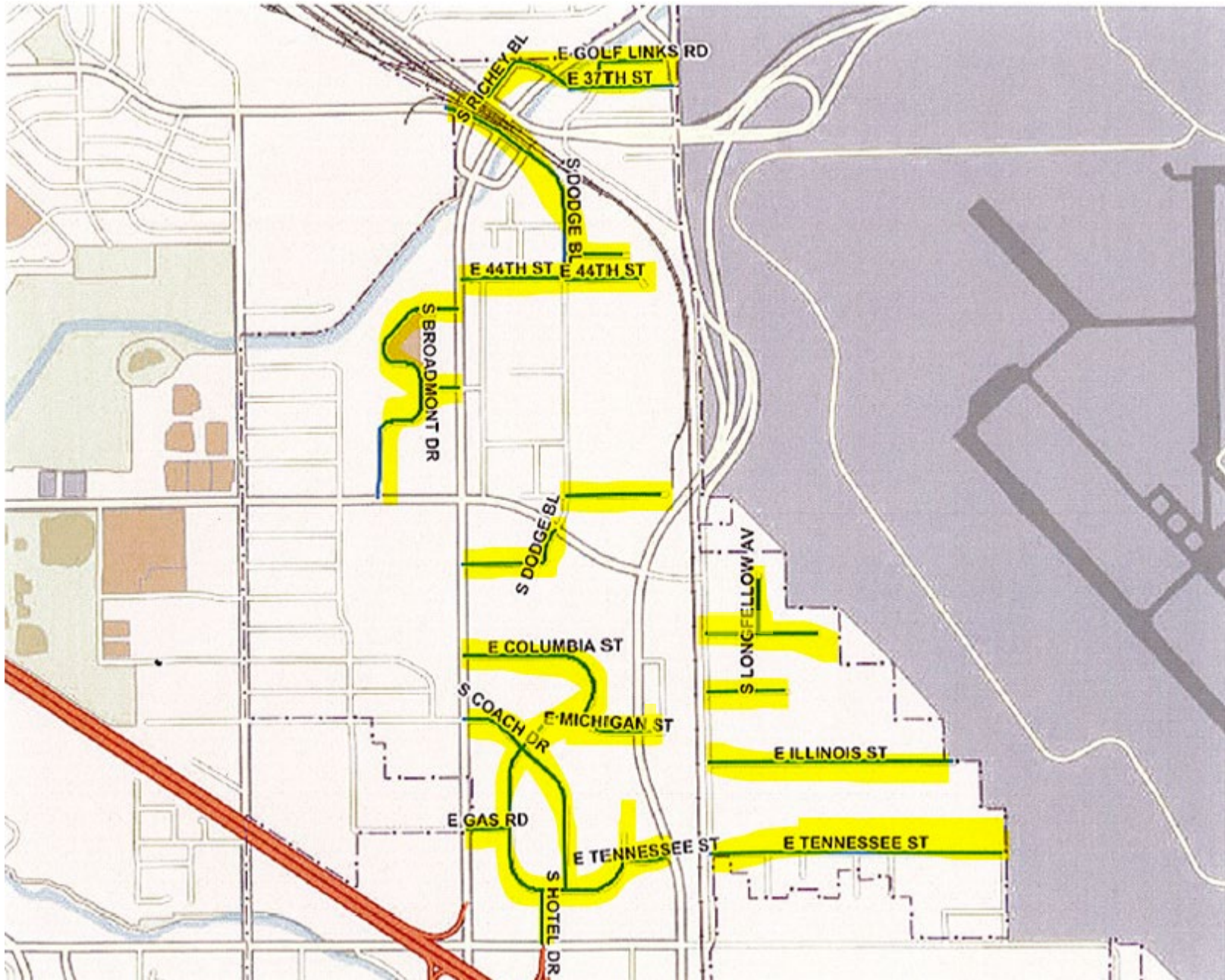


Exhibit B



Exhibit B

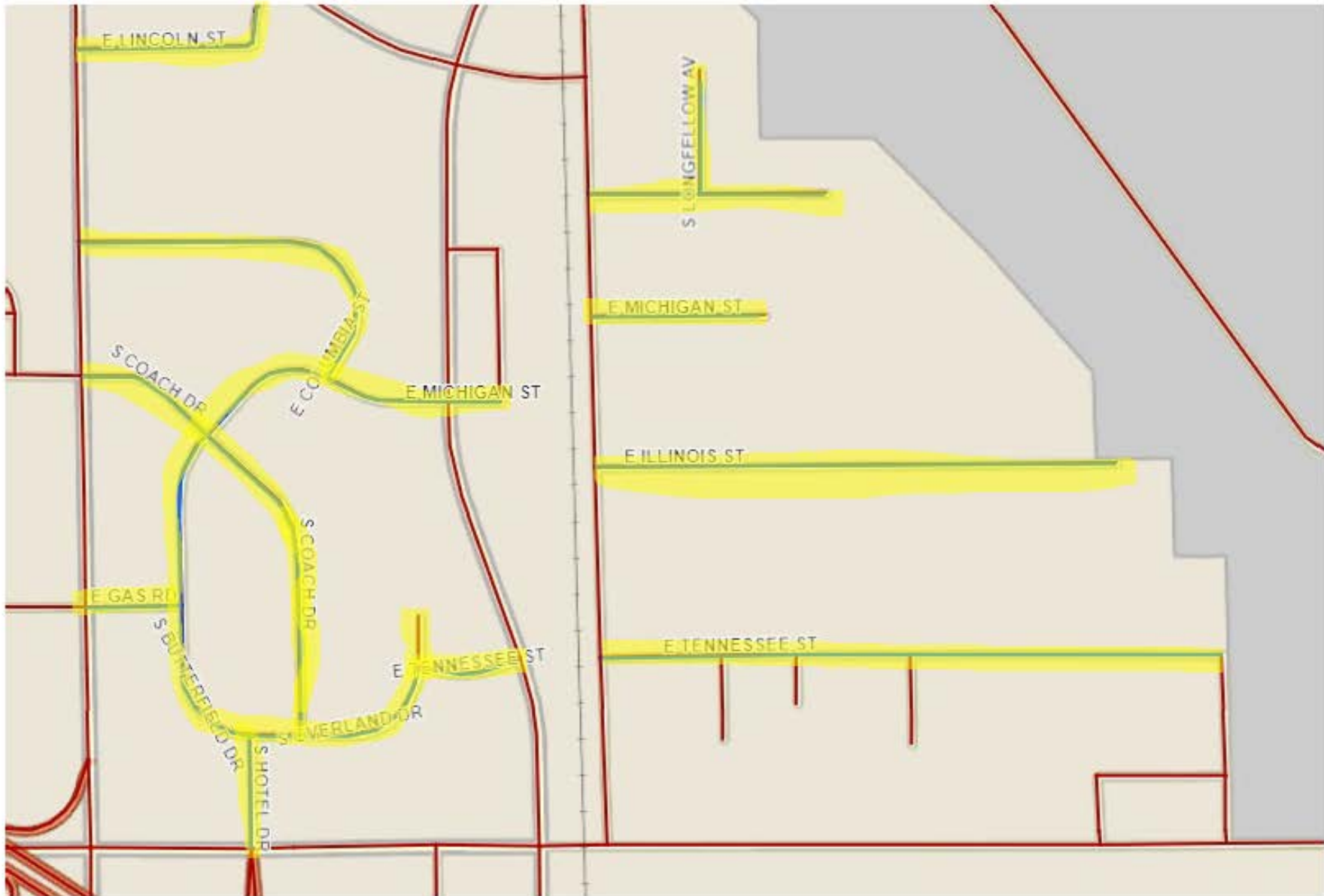




Exhibit B  
**1C Residentials**

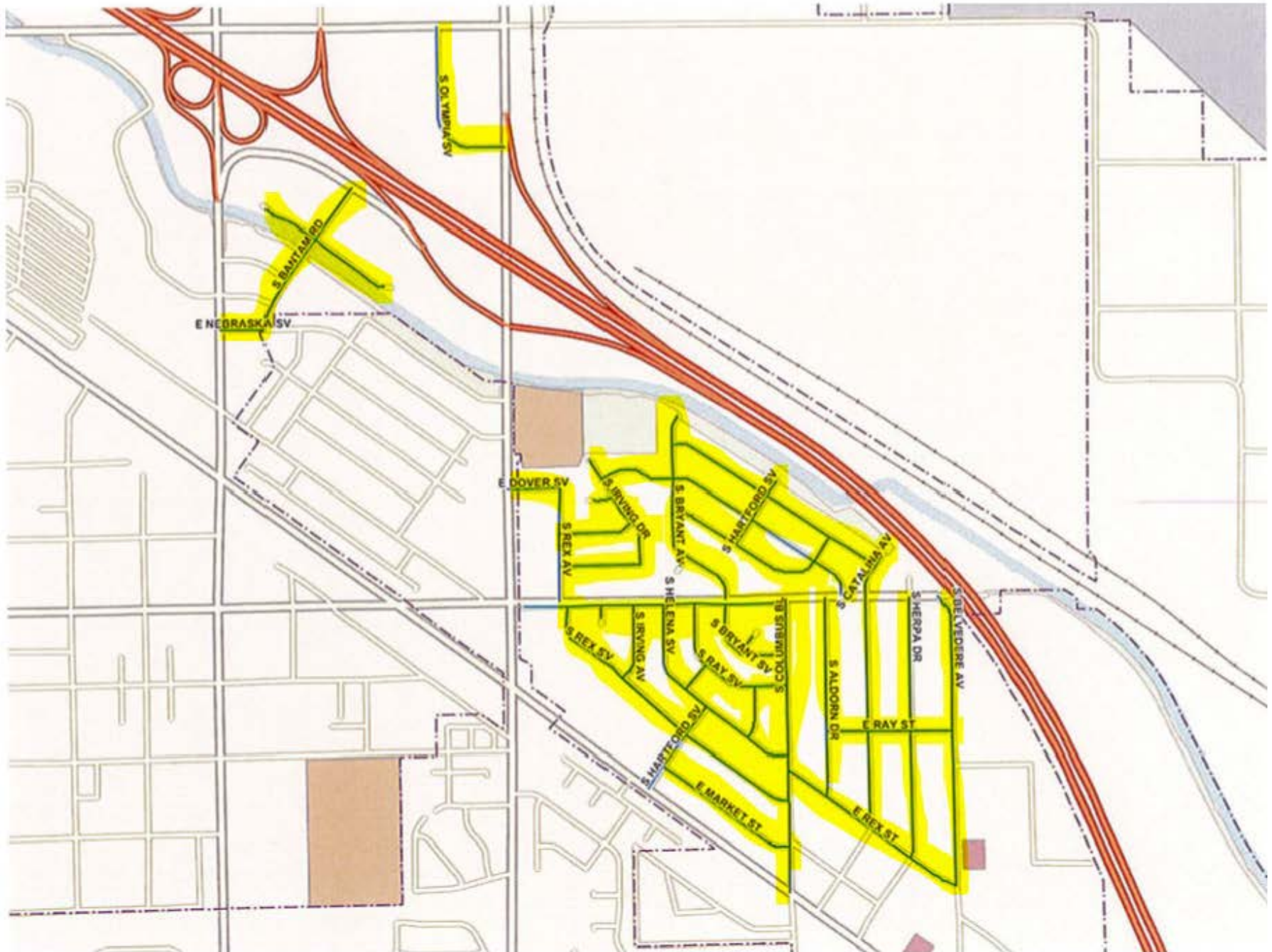










Exhibit B  
**1D Residentials**

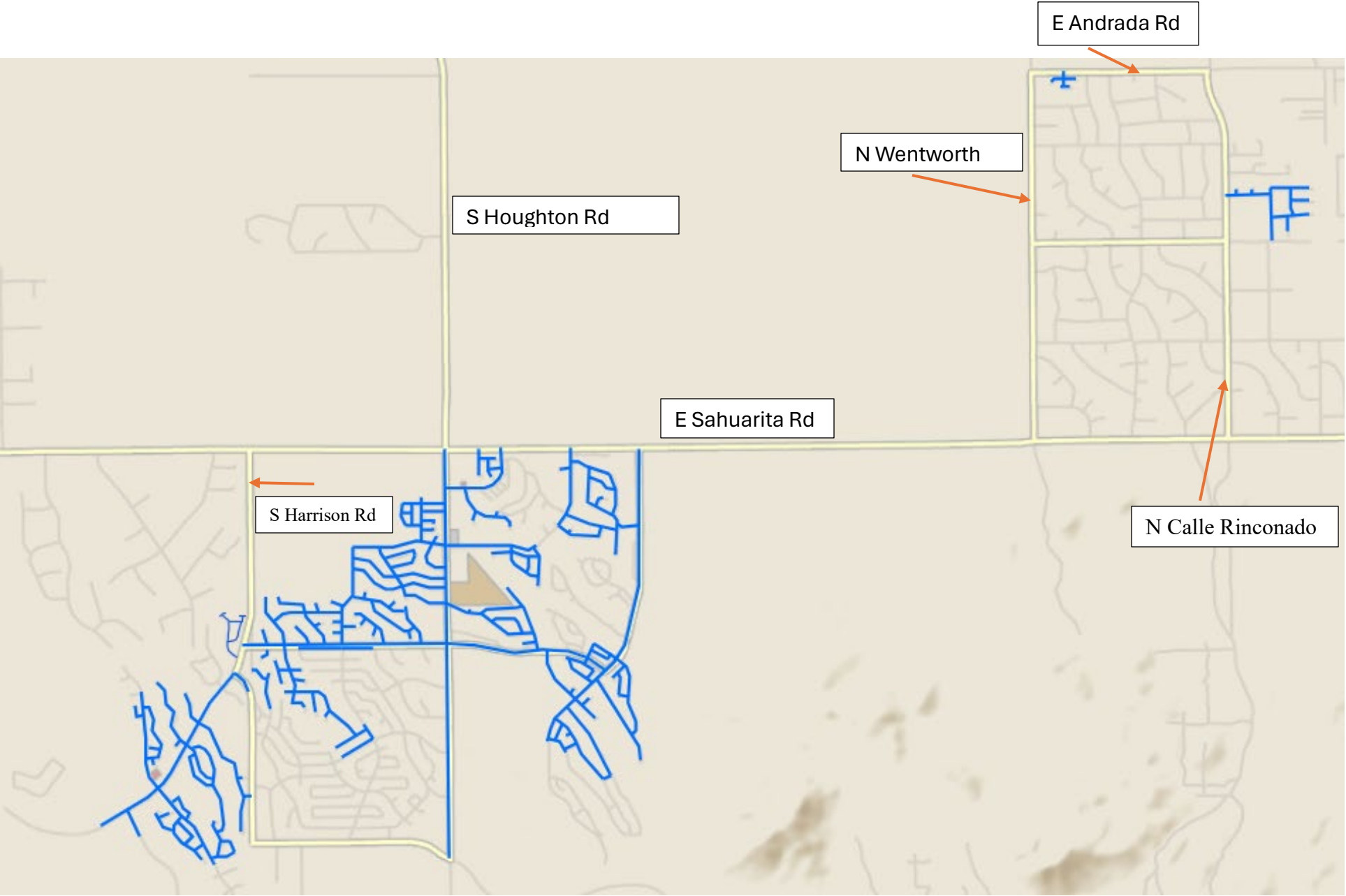


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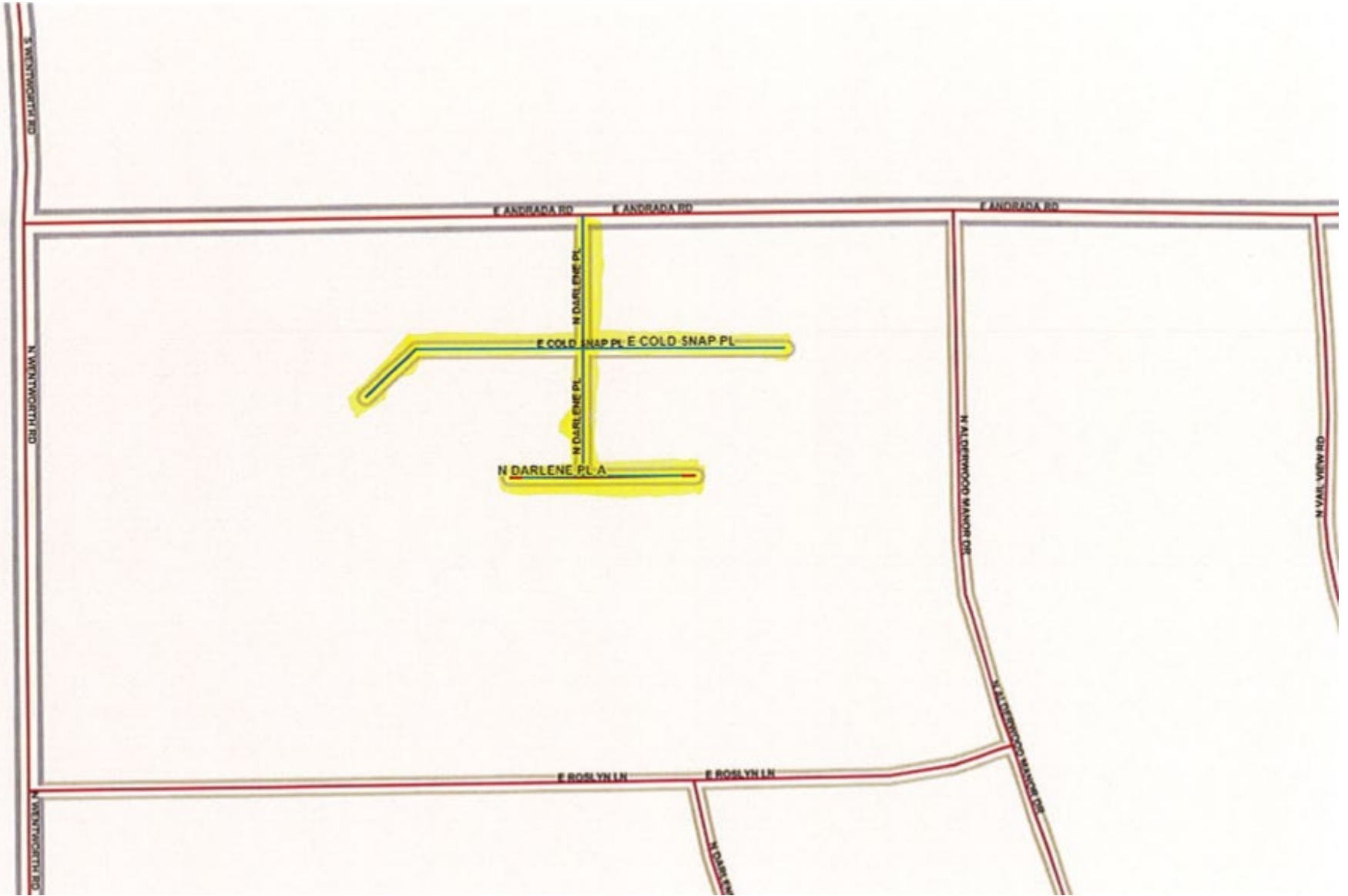




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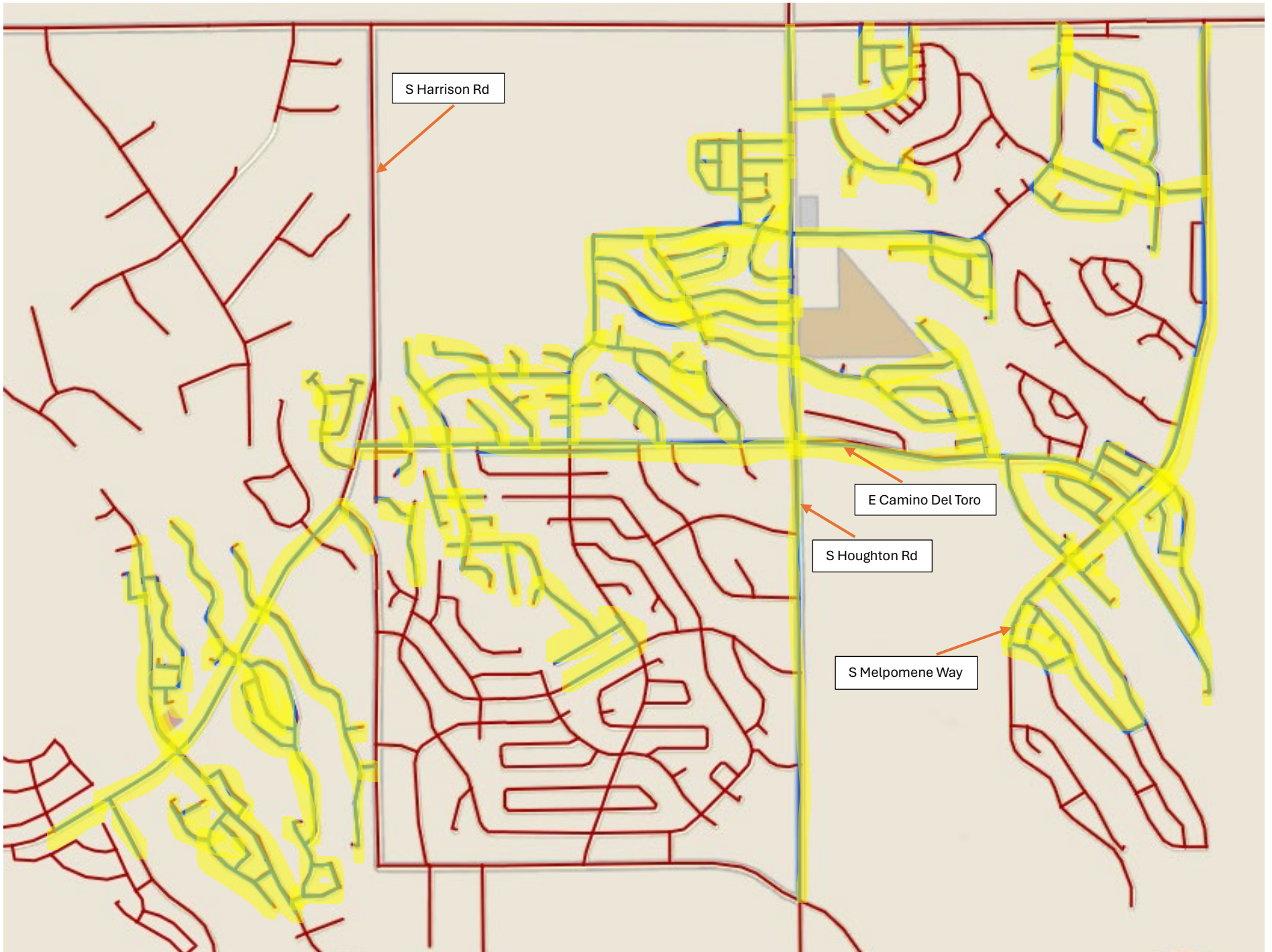






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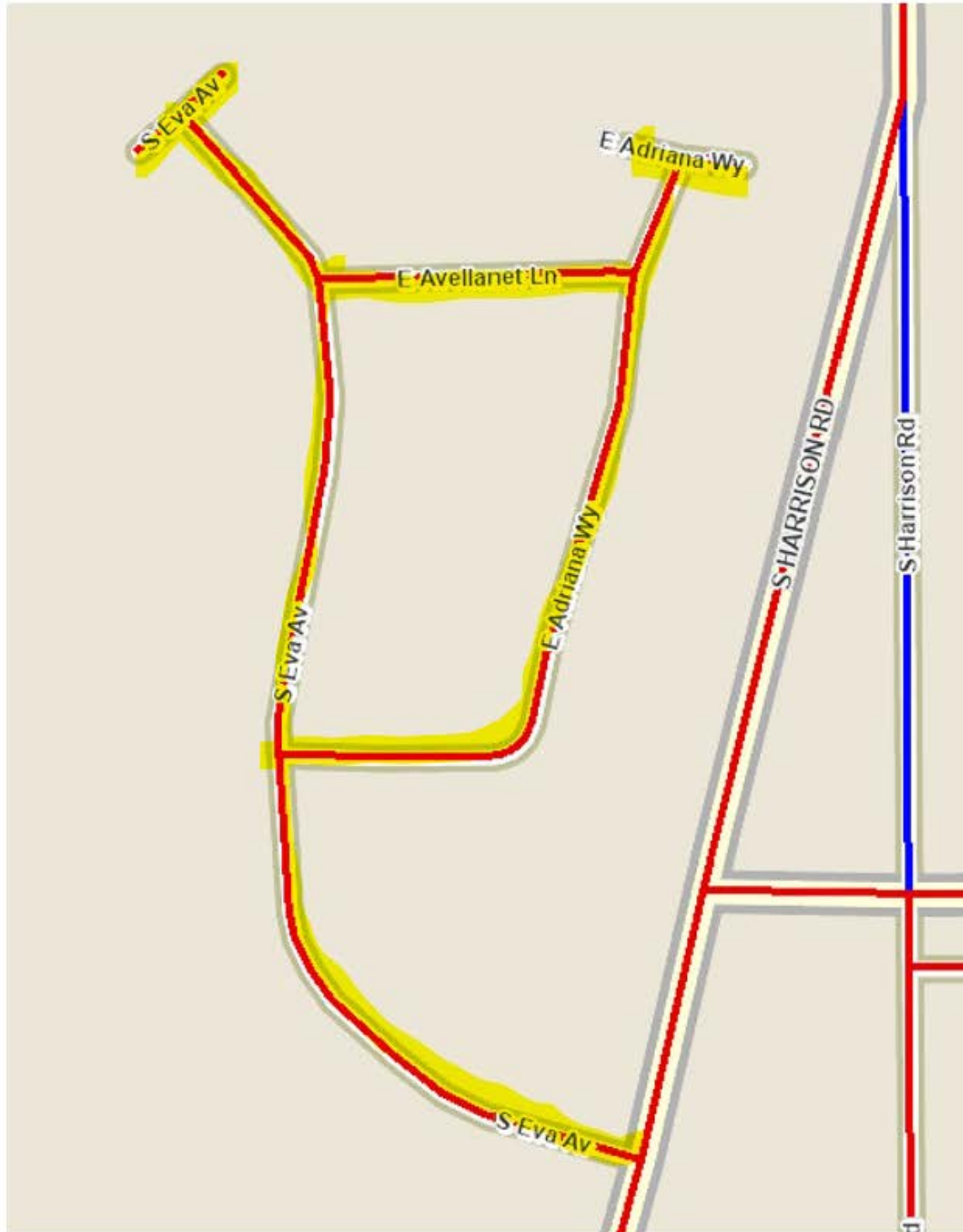


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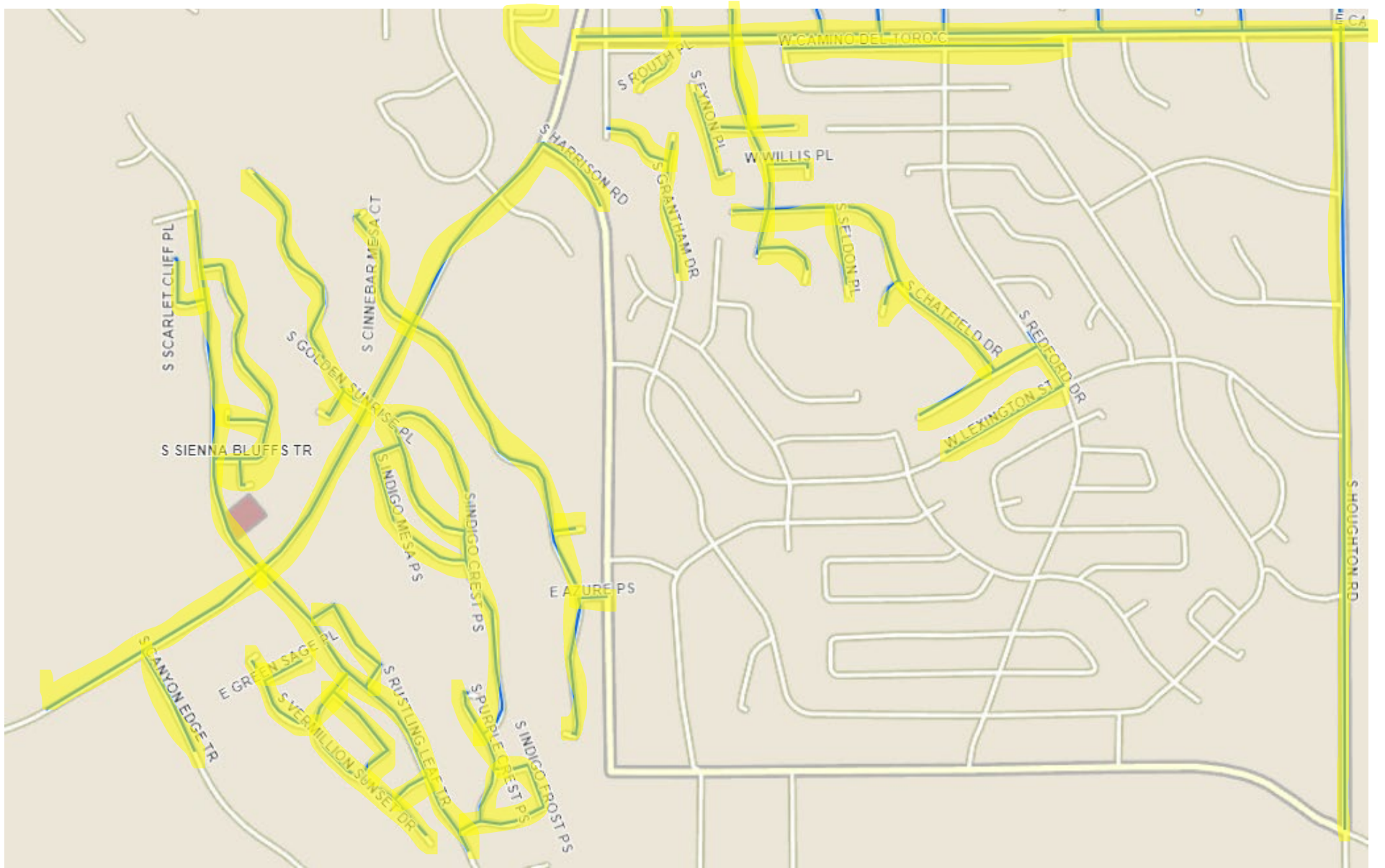


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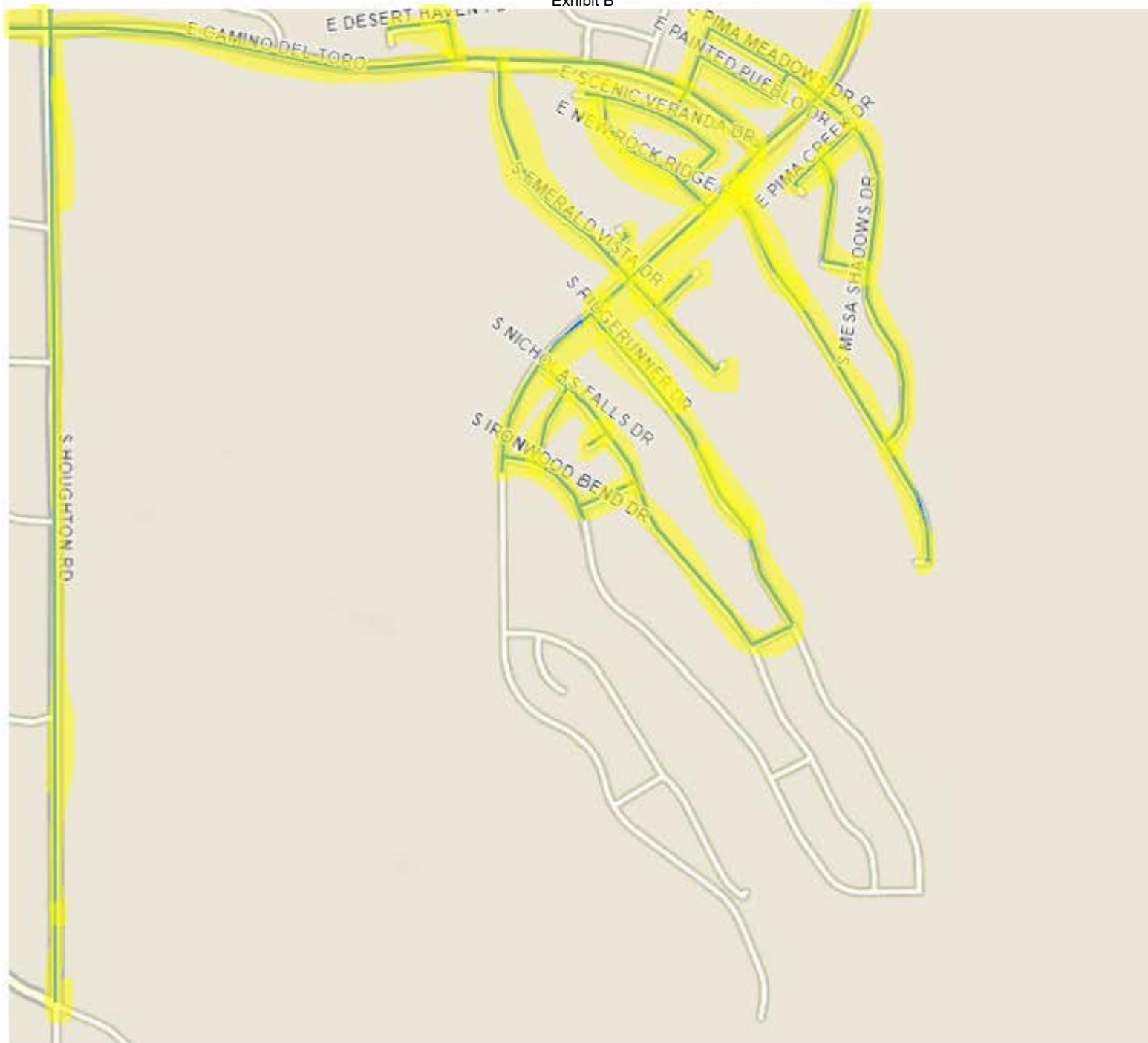




Exhibit B

# Unit 1E

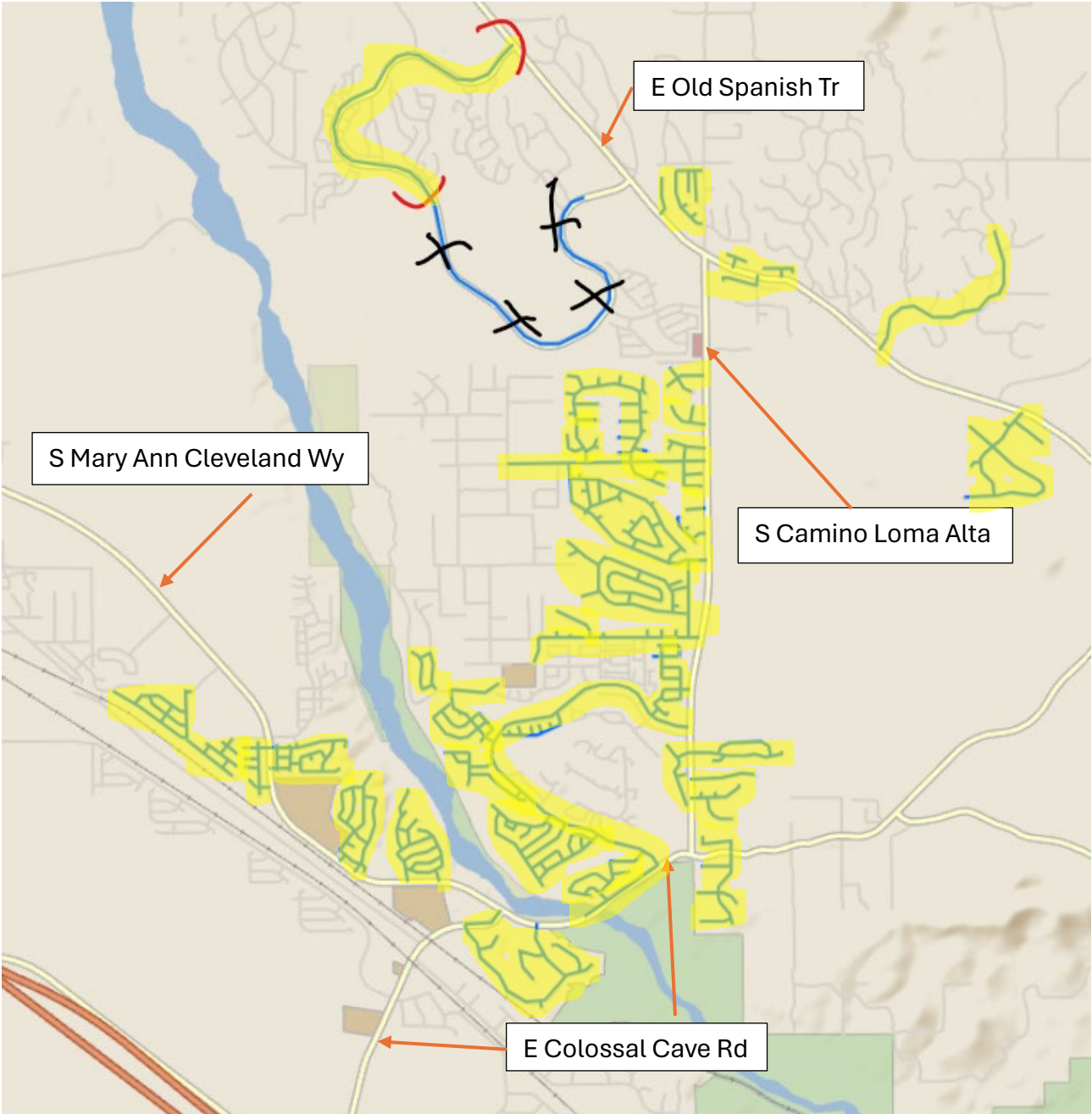
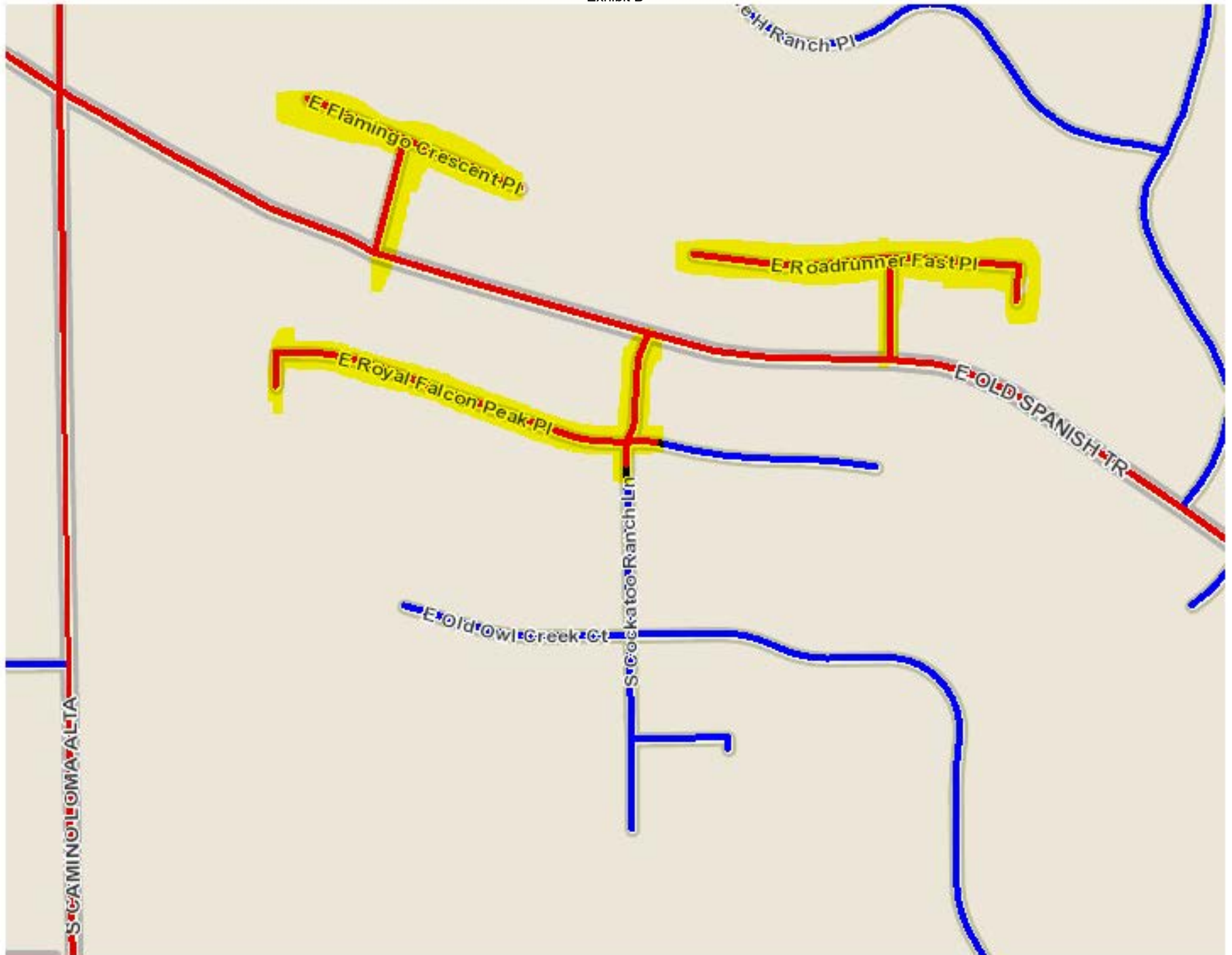








Exhibit B







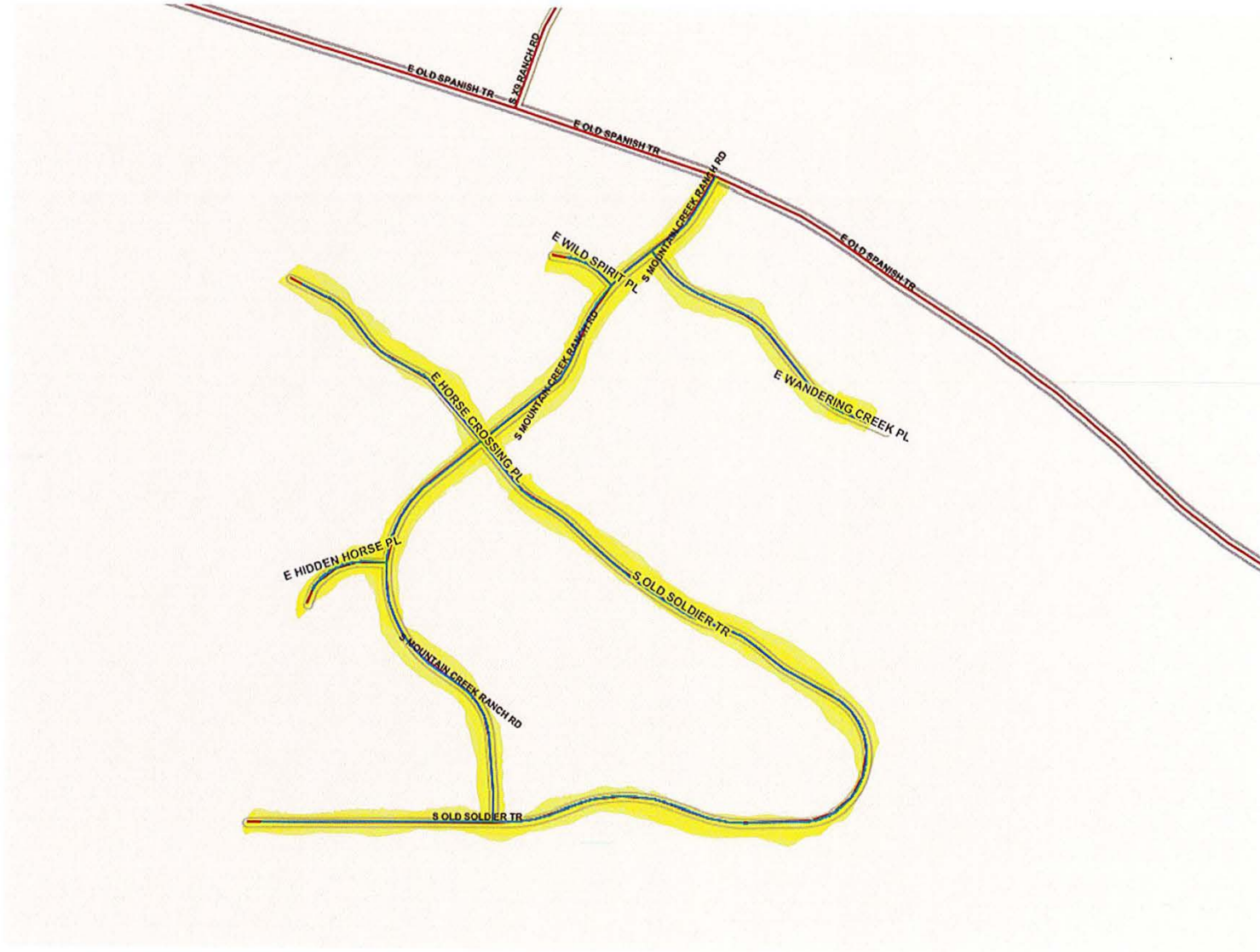


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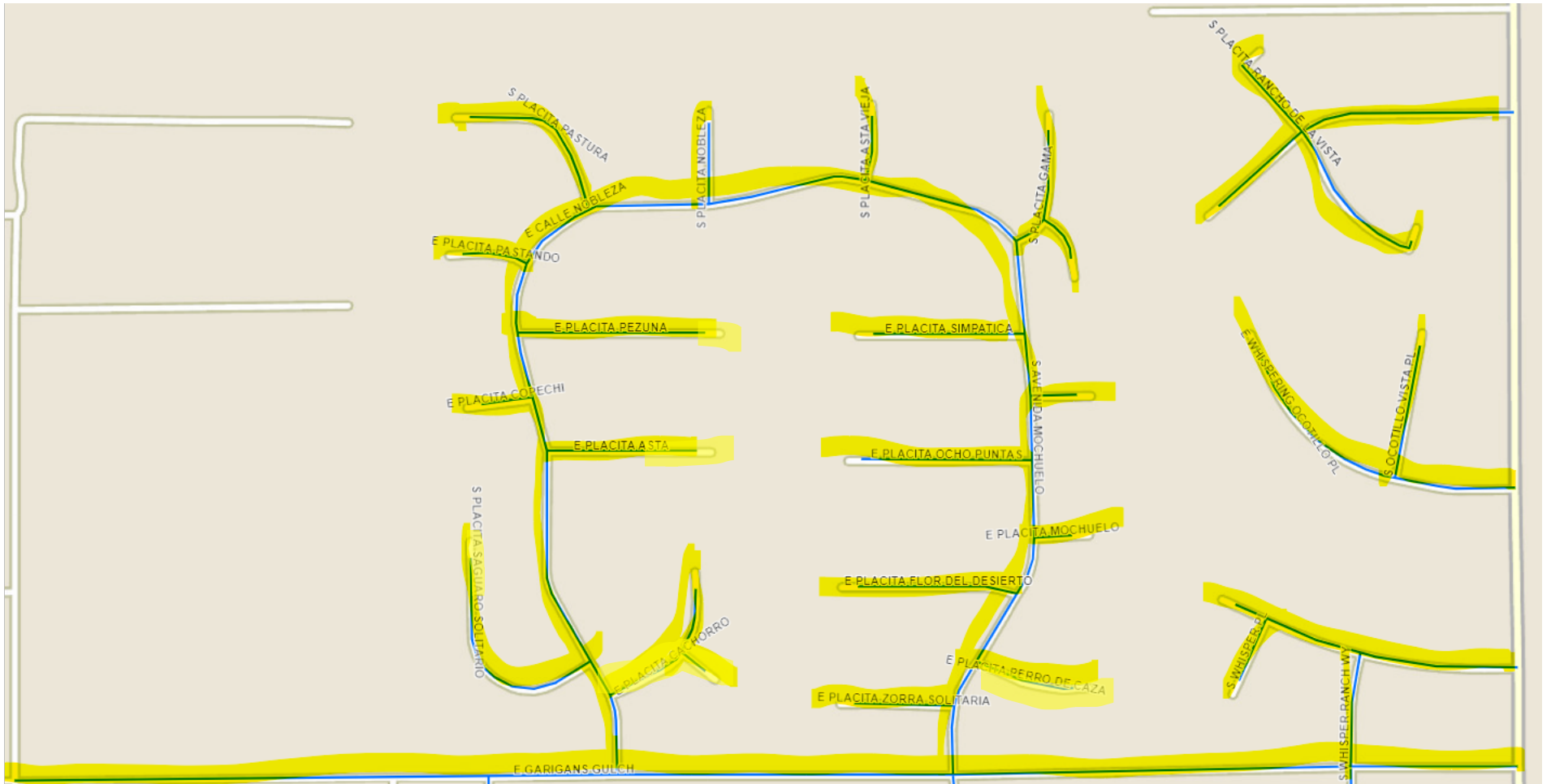


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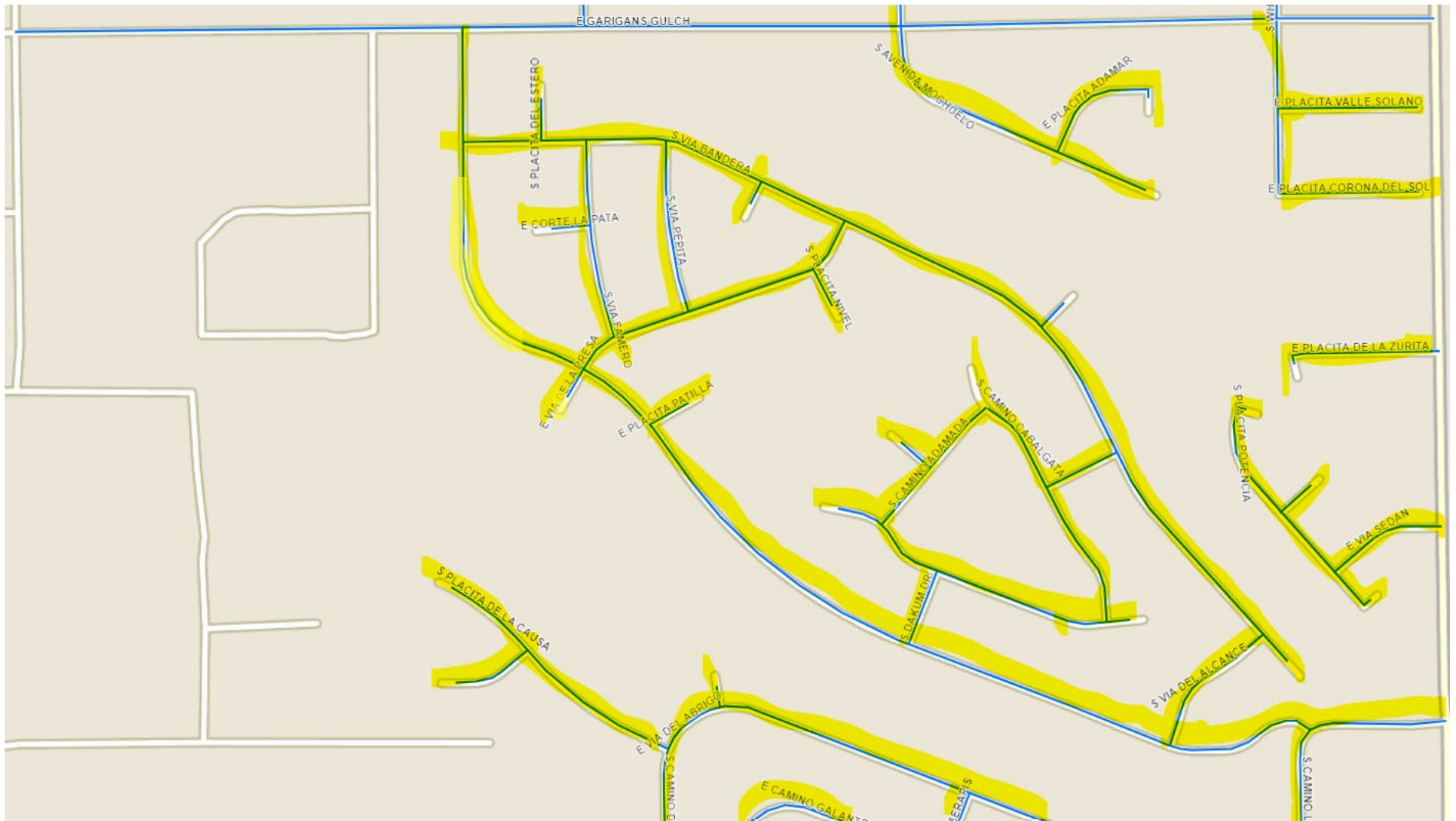






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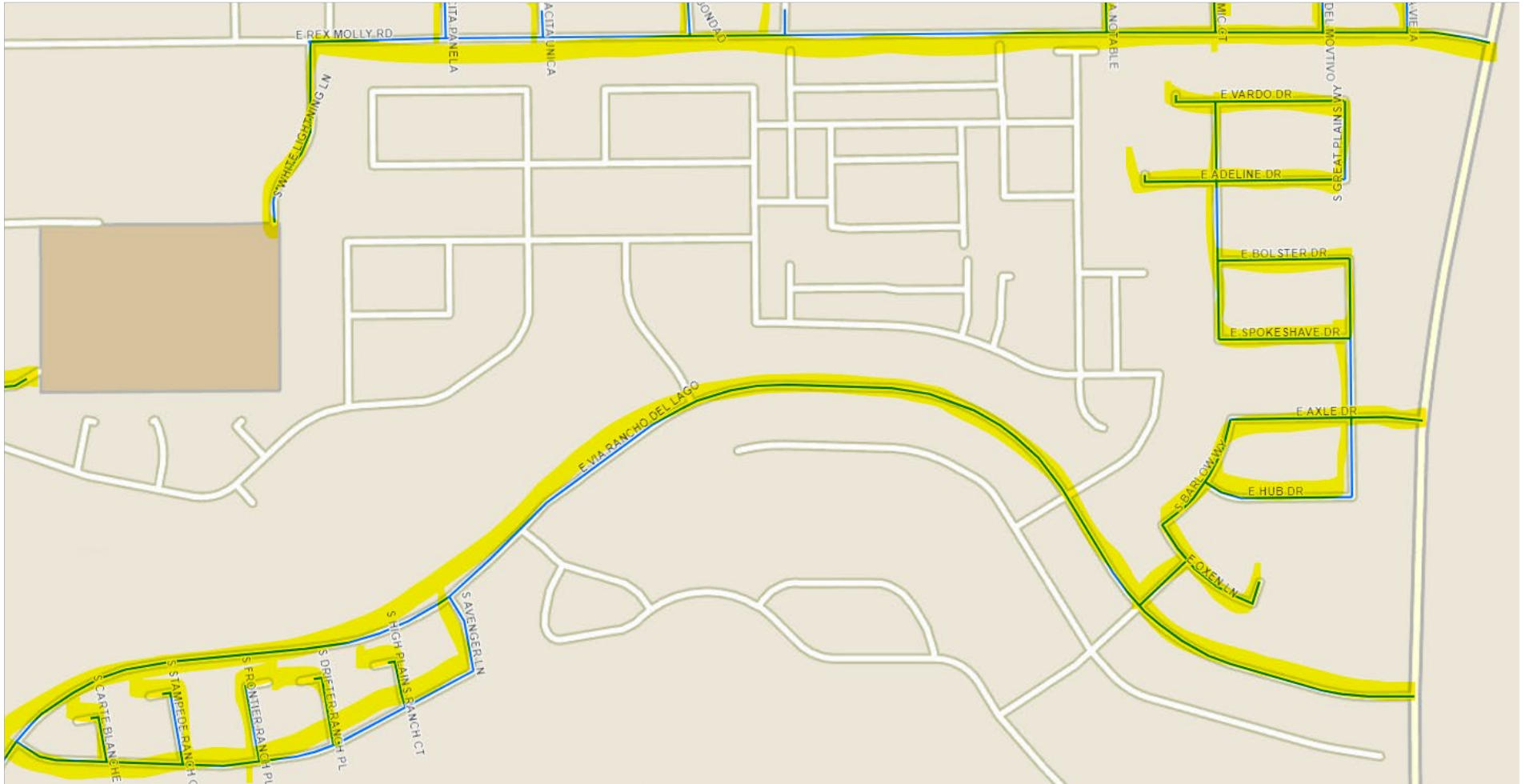


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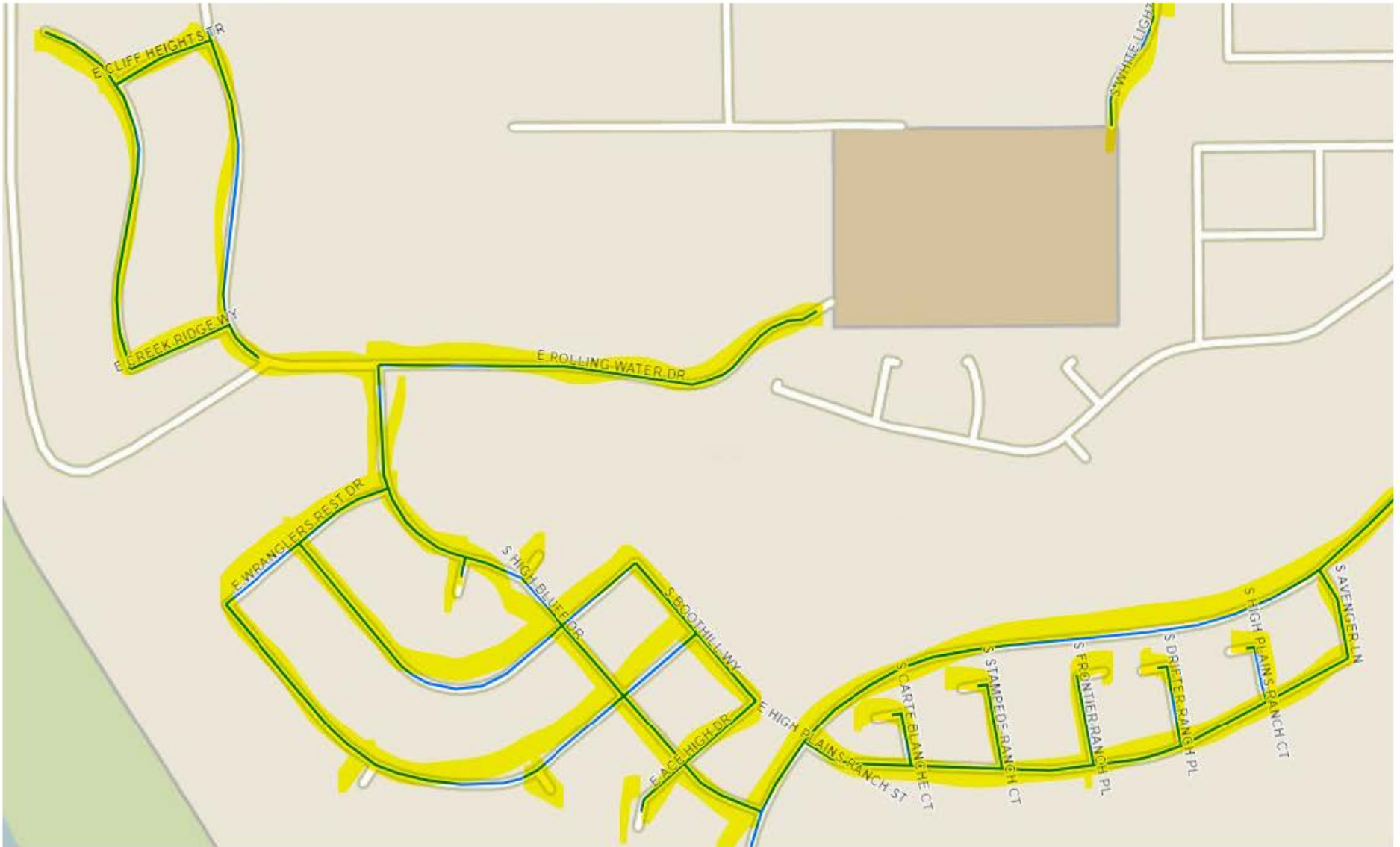




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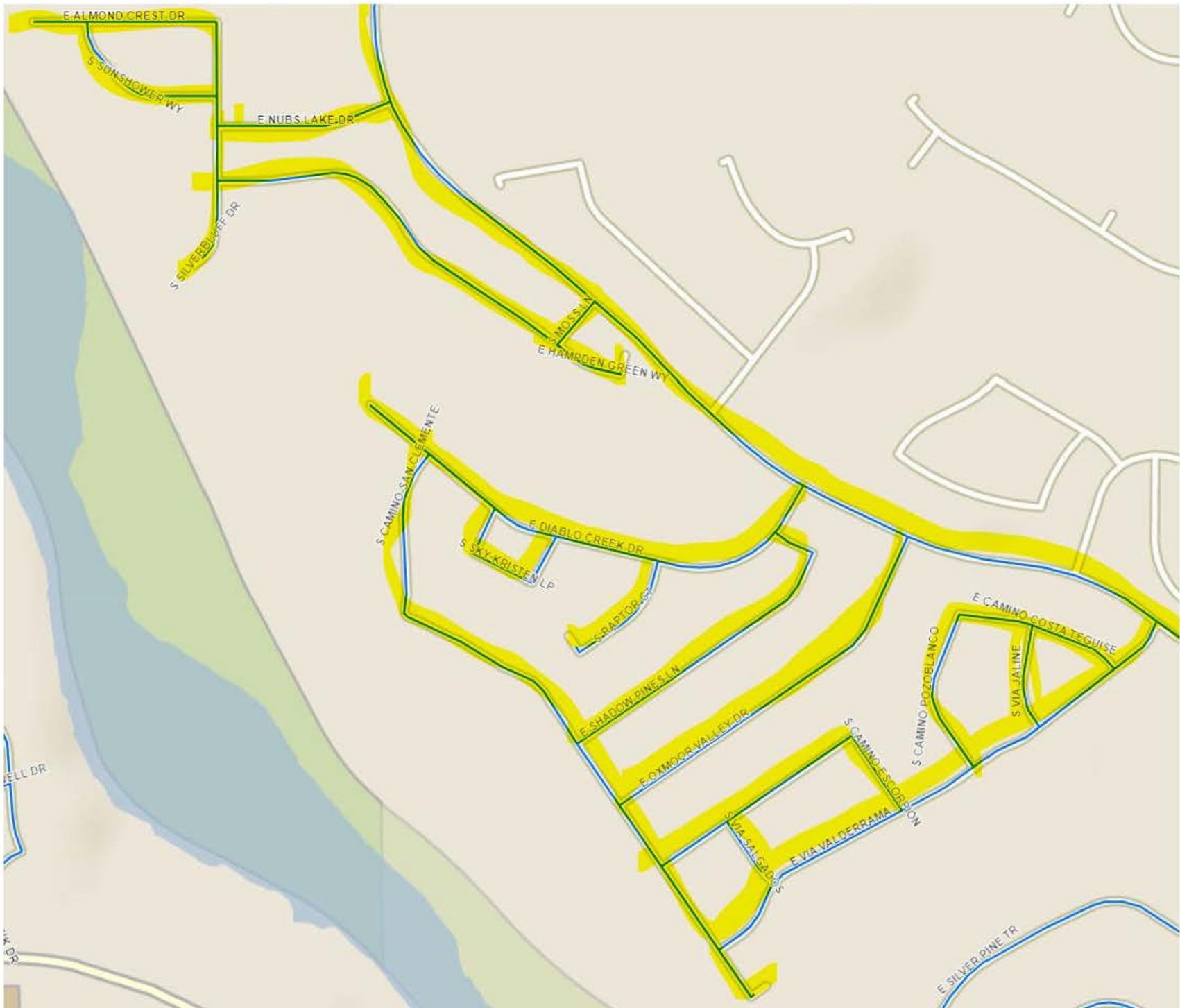


Exhibit B



Exhibit B



Exhibit B





Exhibit B





Exhibit B

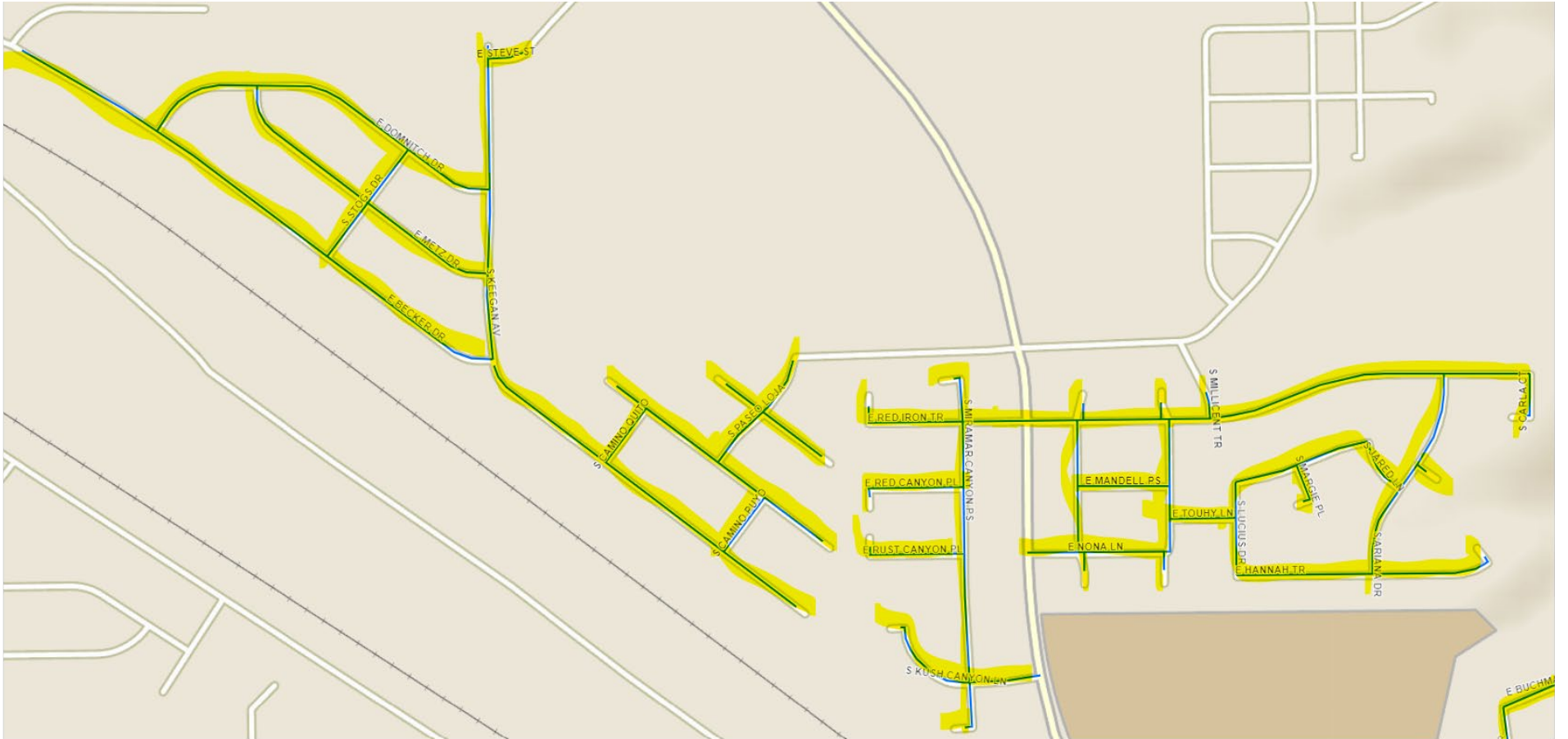
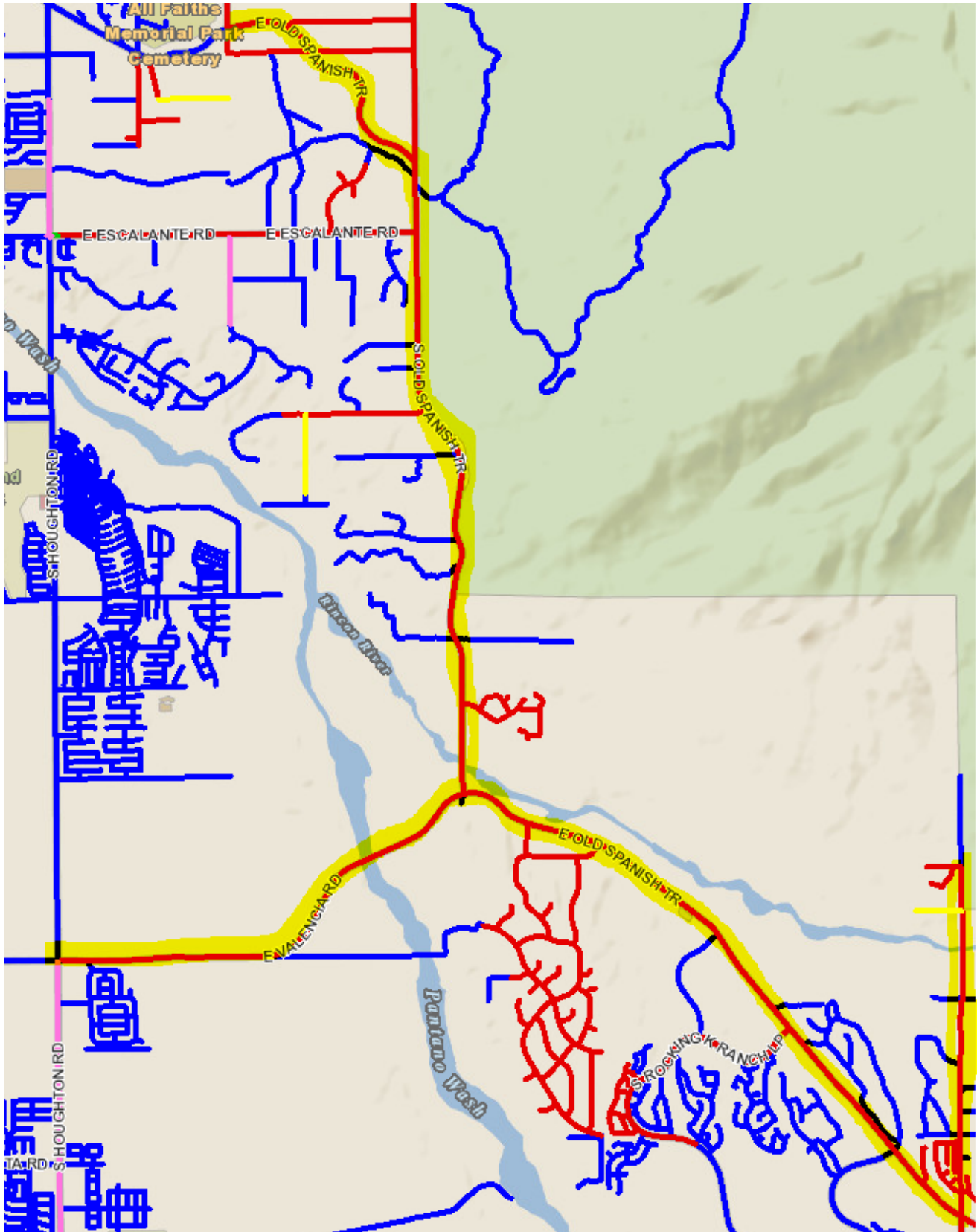


Exhibit B  
Unit 1F Arterials

Old Spanish Tr, Pistol Hill, Mary Ann Cleveland, Colossal Cave

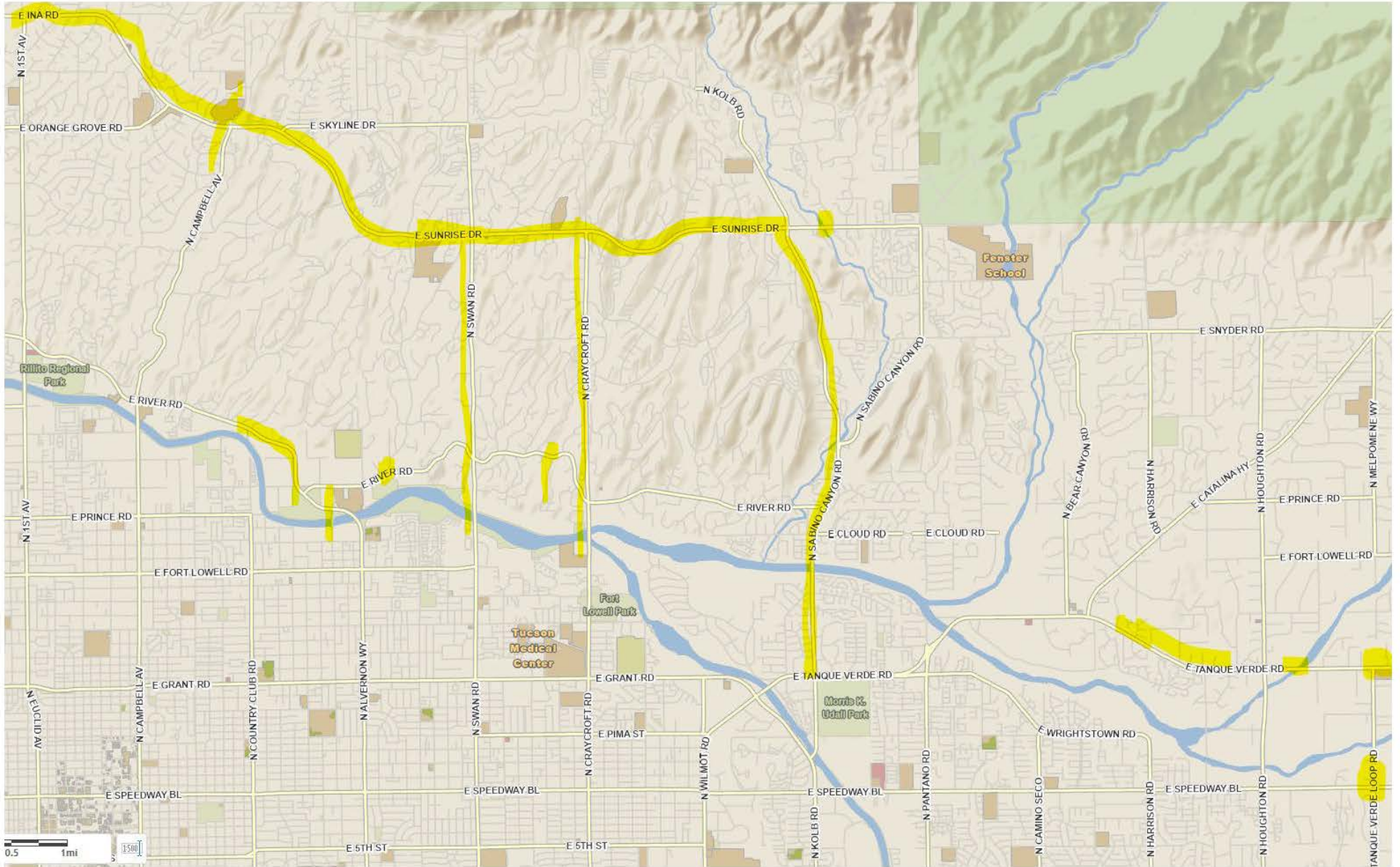








# Exhibit C 2A Arterials

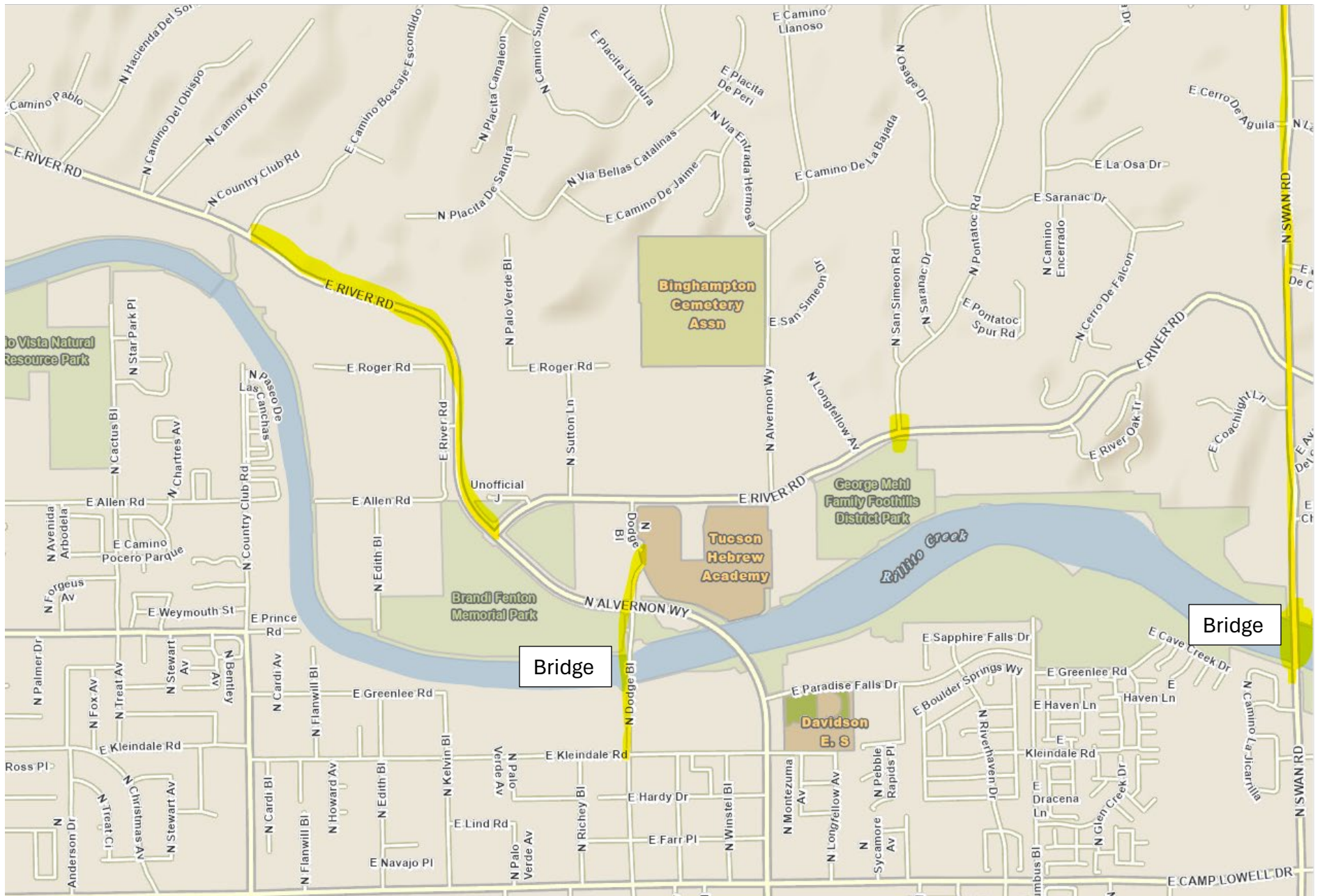




# Exhibit C



# Exhibit C

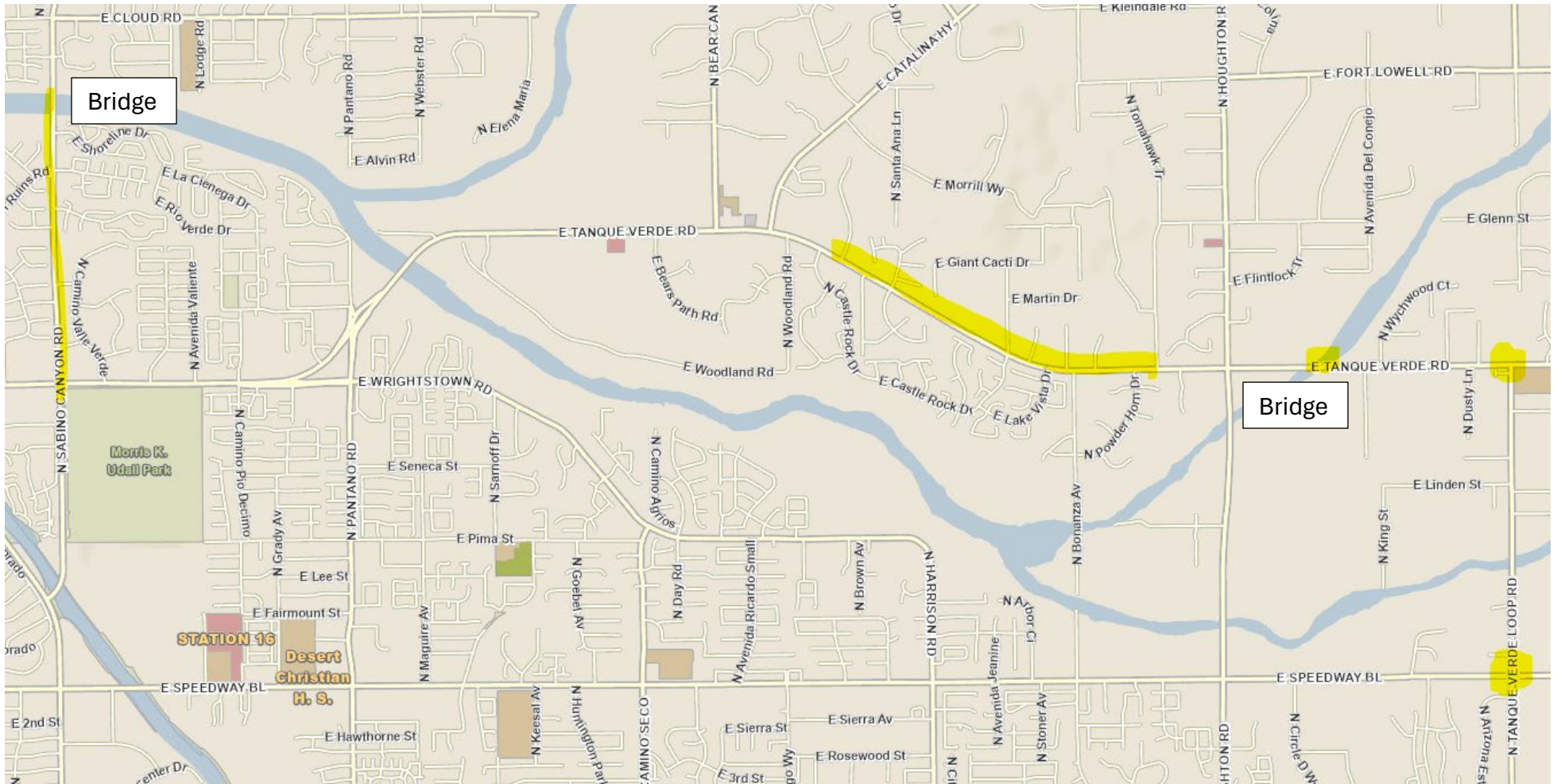






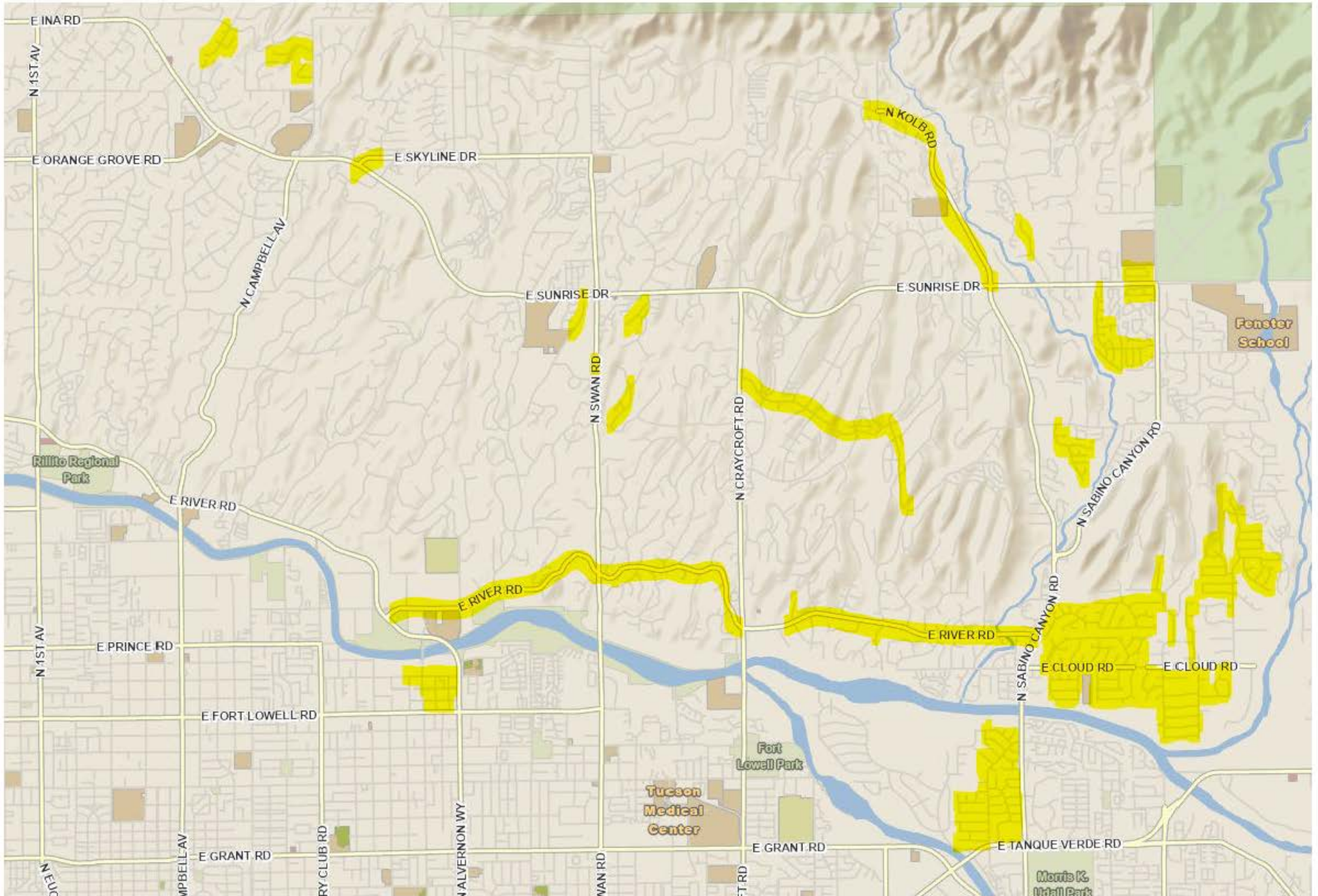


# Exhibit C



# Exhibit C

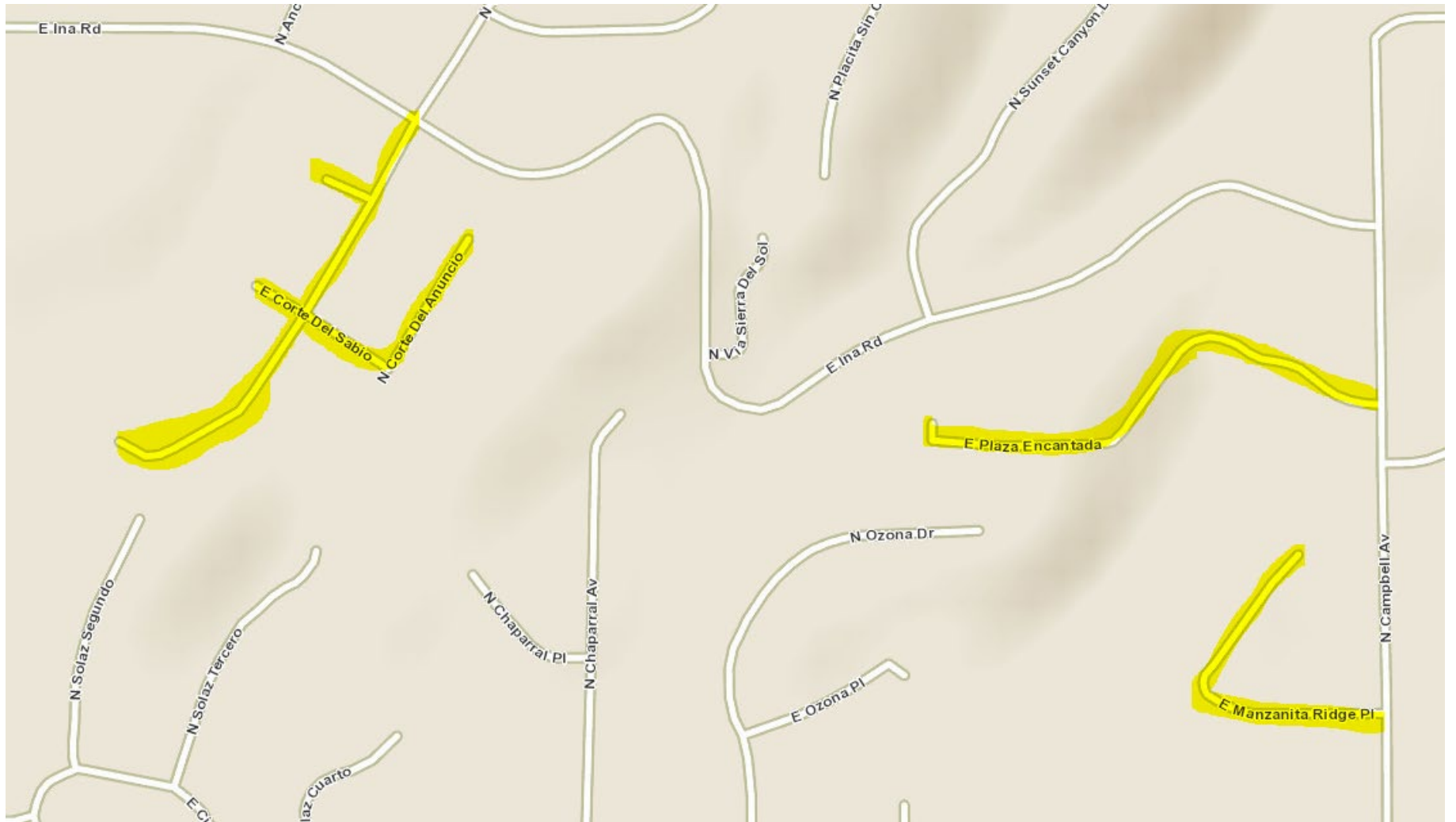
## Unit 2B Residentials, Arterials and Collectors







# Exhibit C









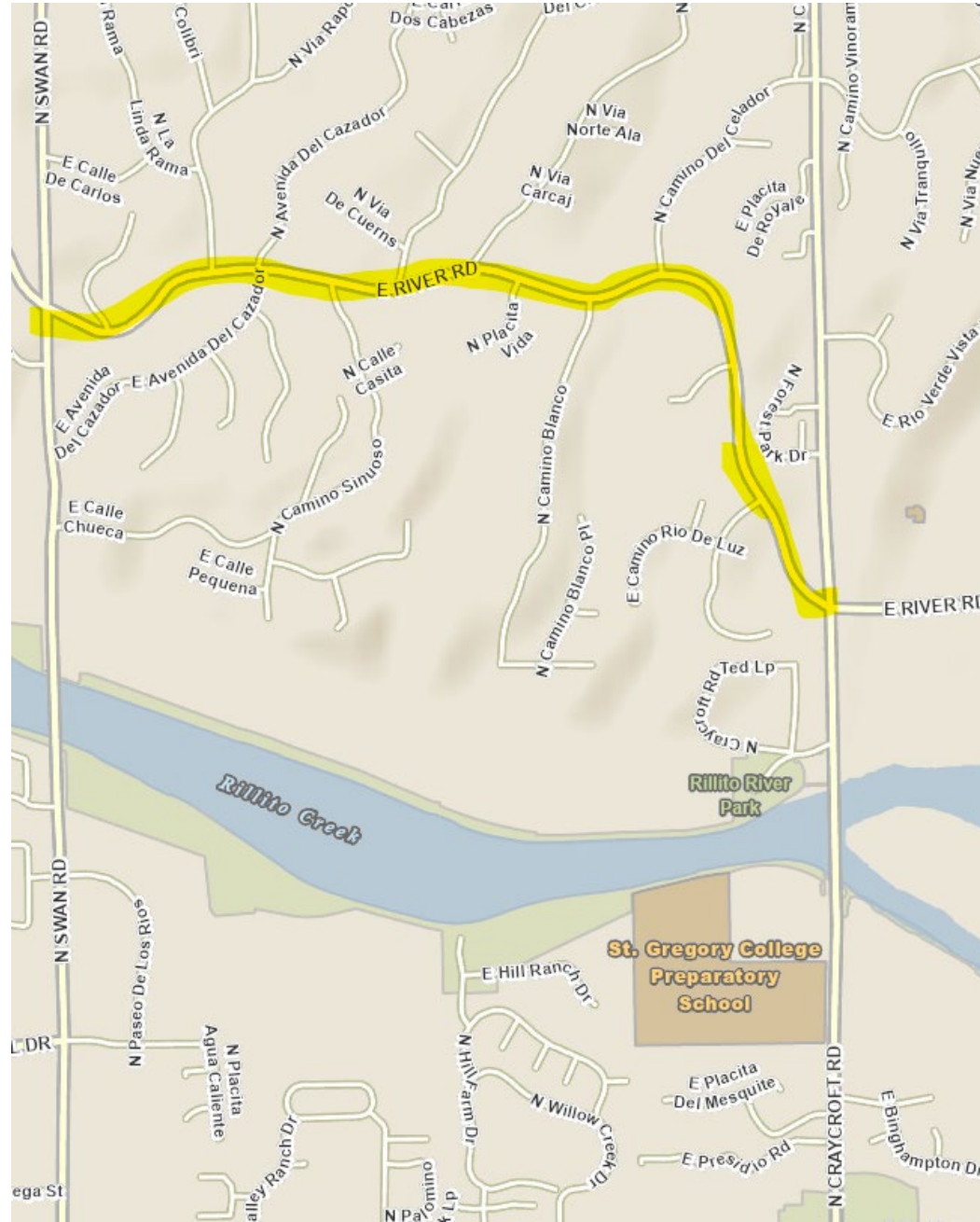








# Exhibit C







# Exhibit C















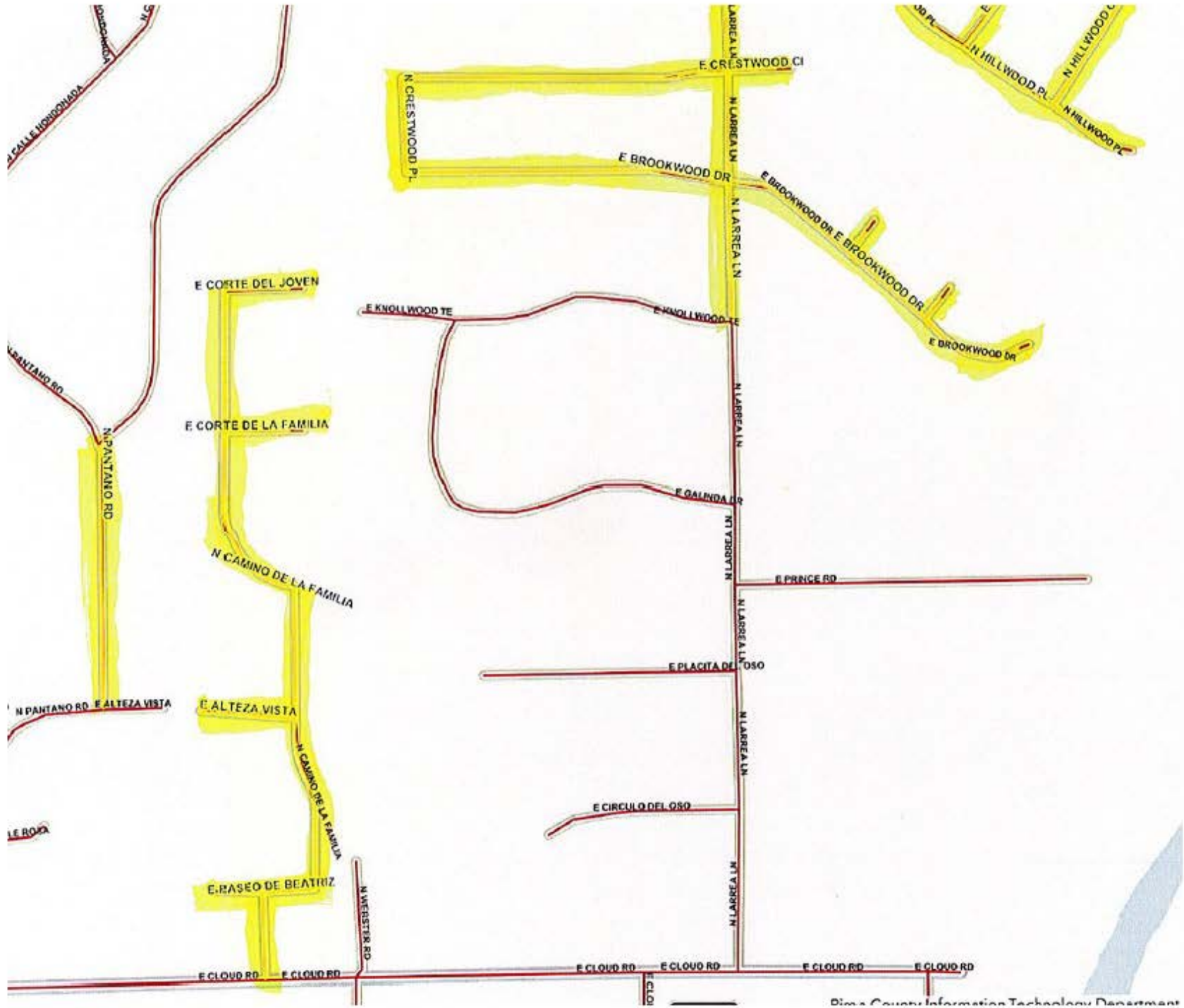


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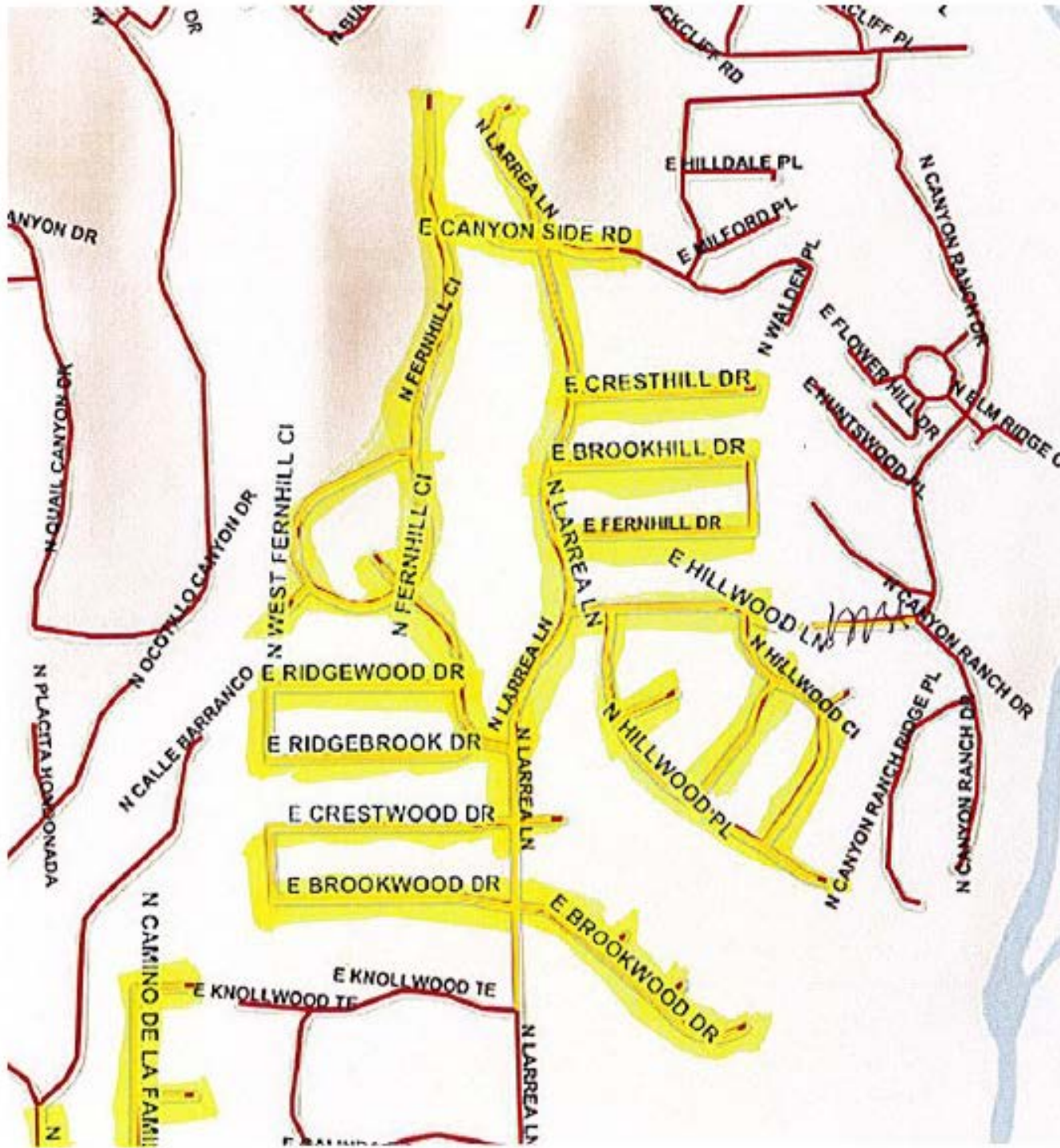


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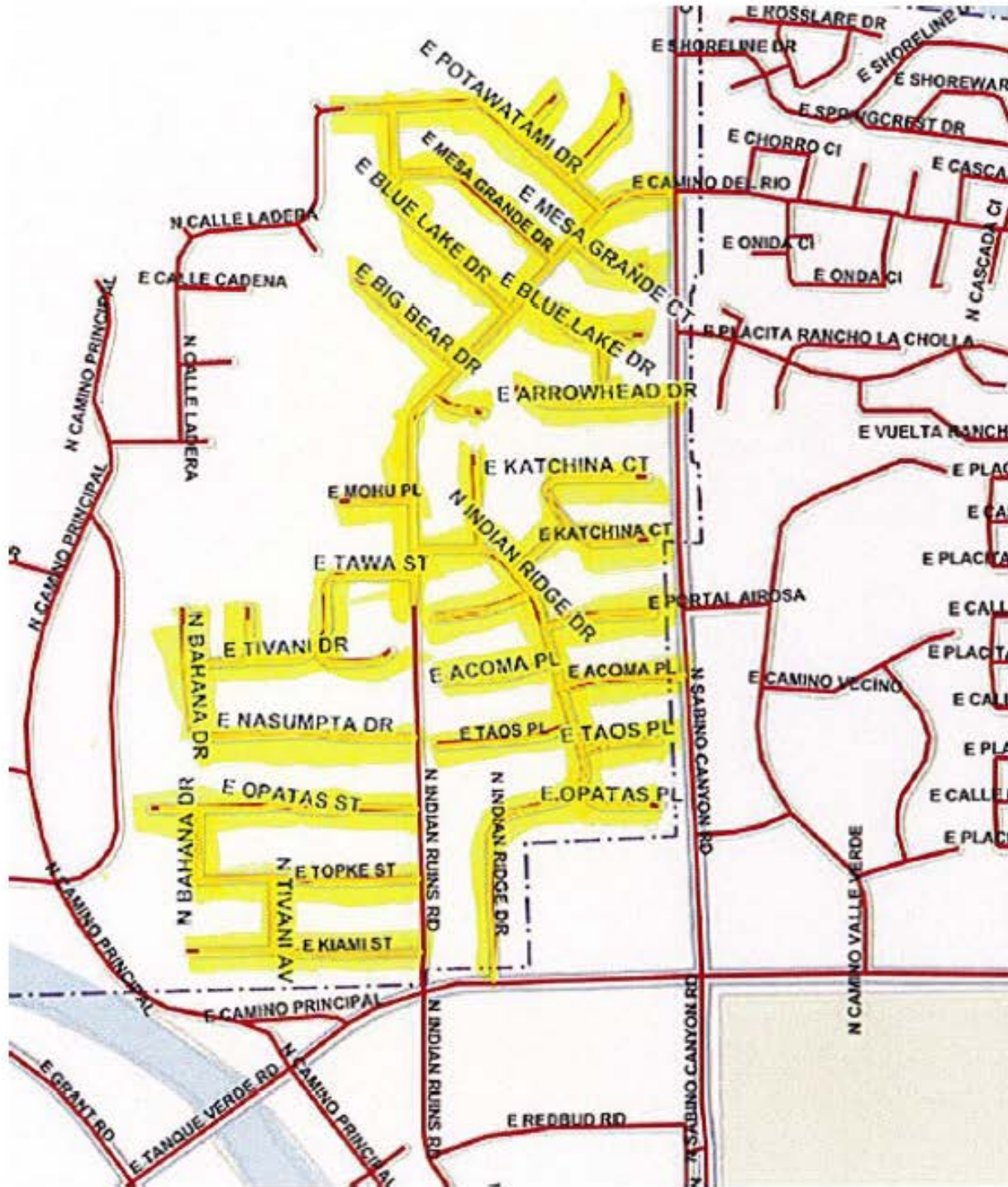




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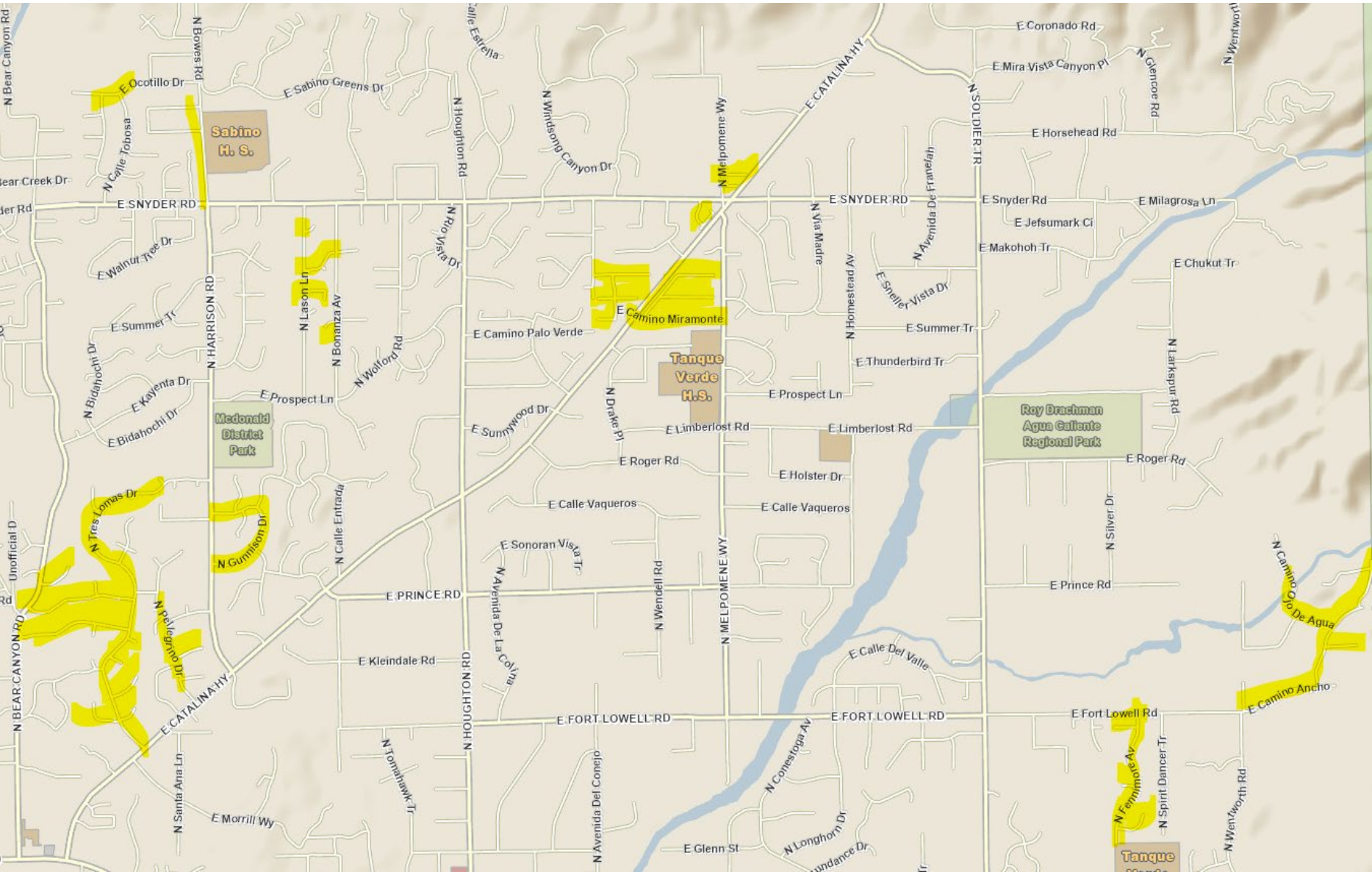
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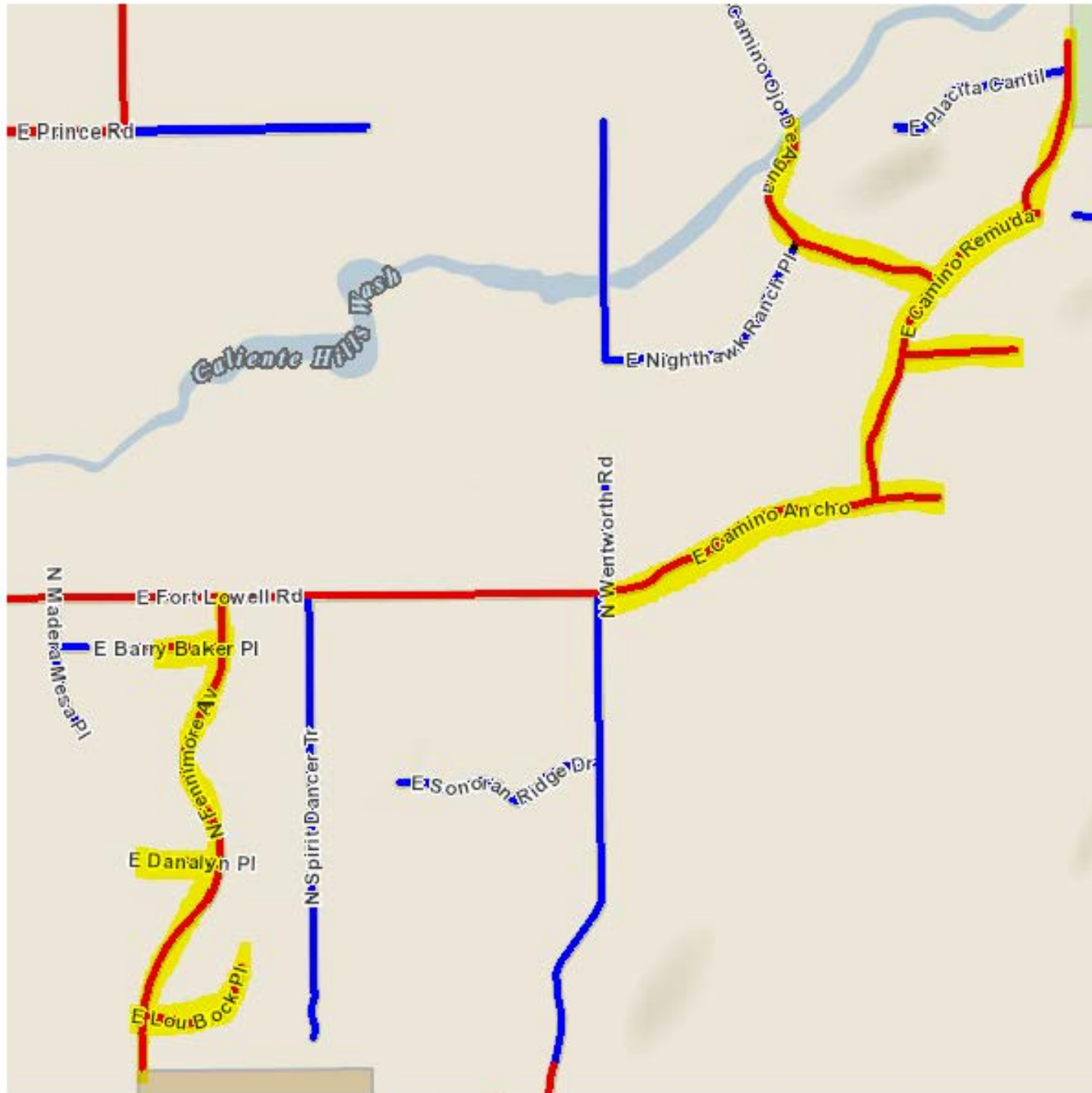


# Exhibit C

## Unit 2C Residentials



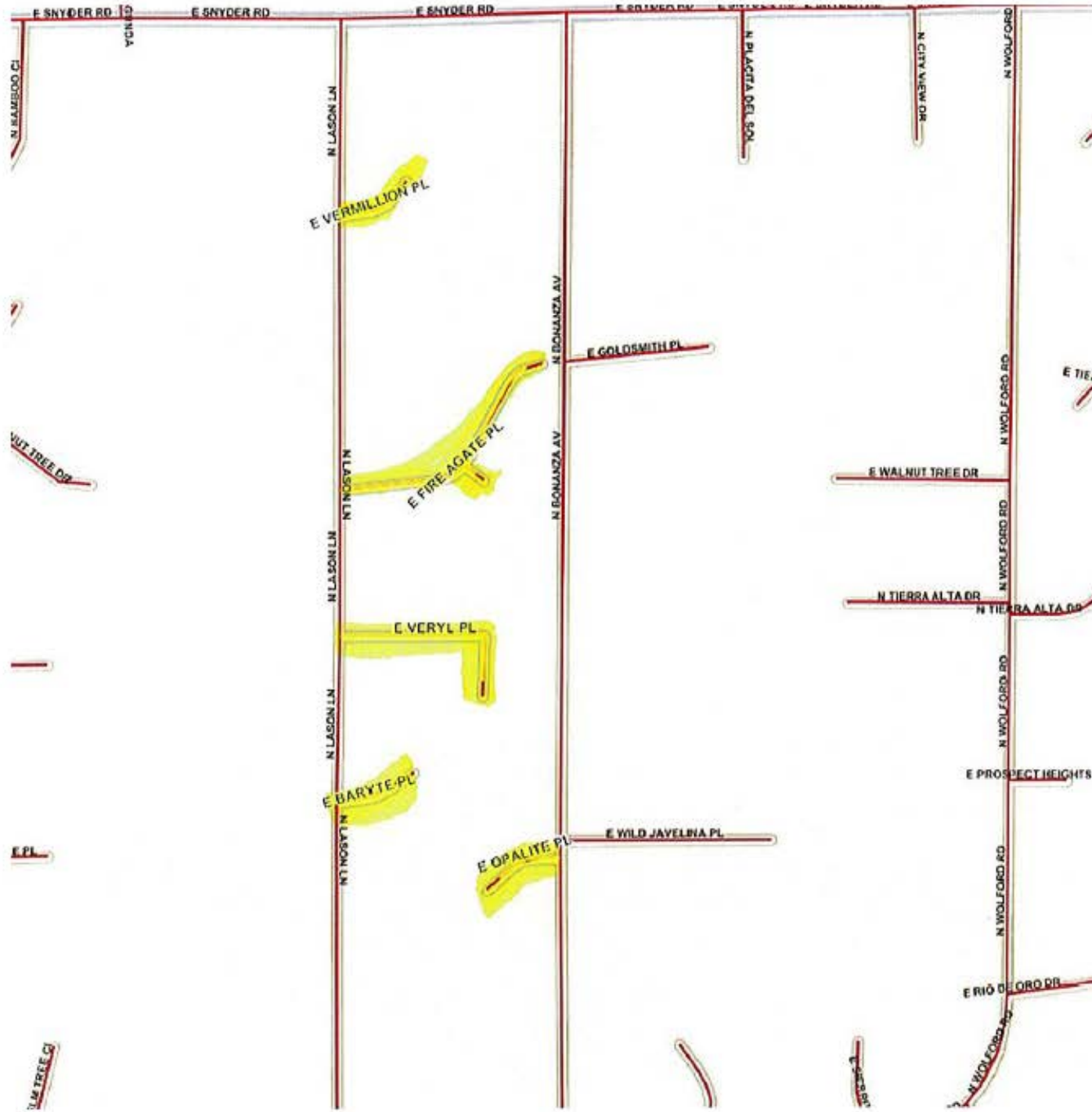
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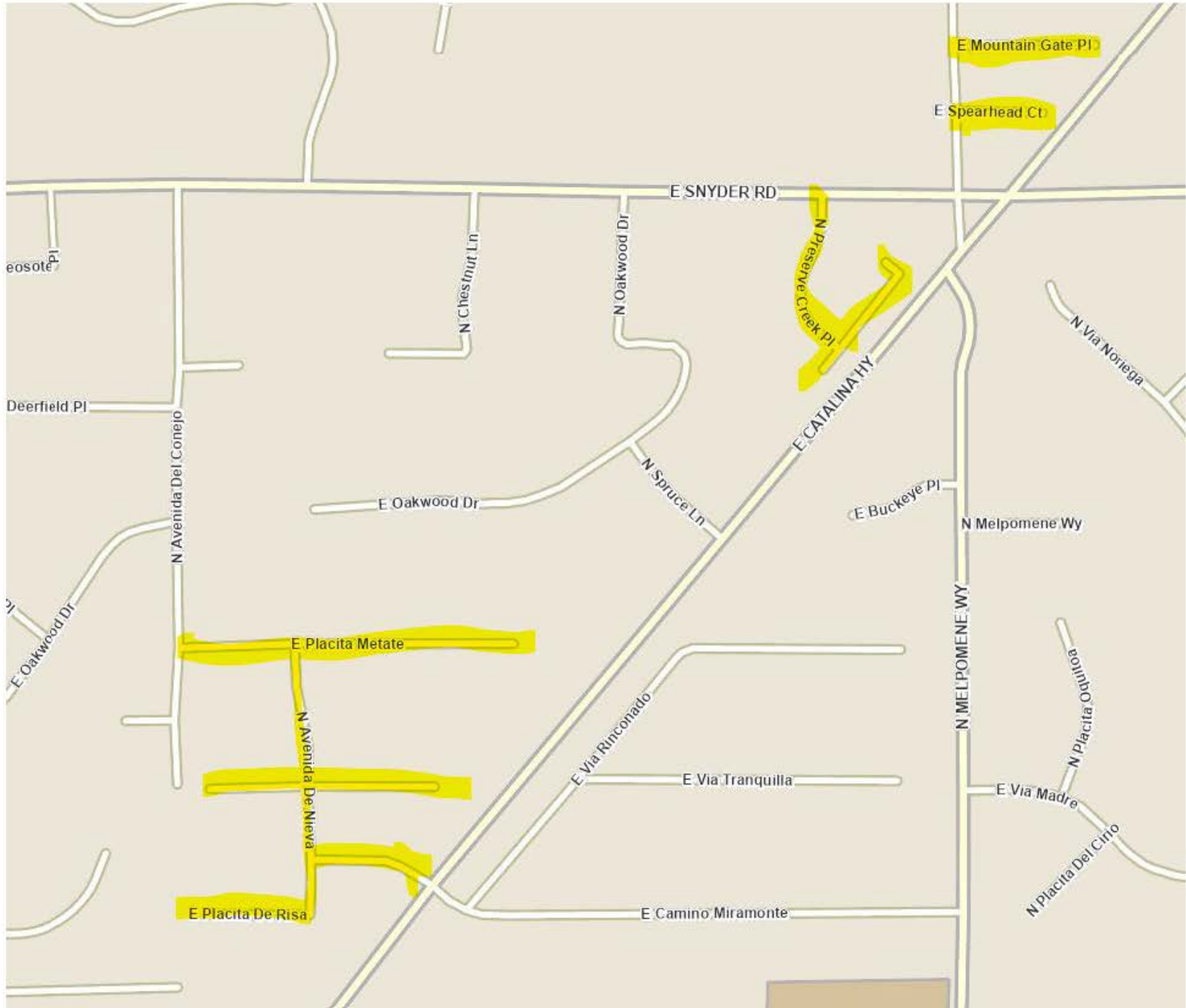
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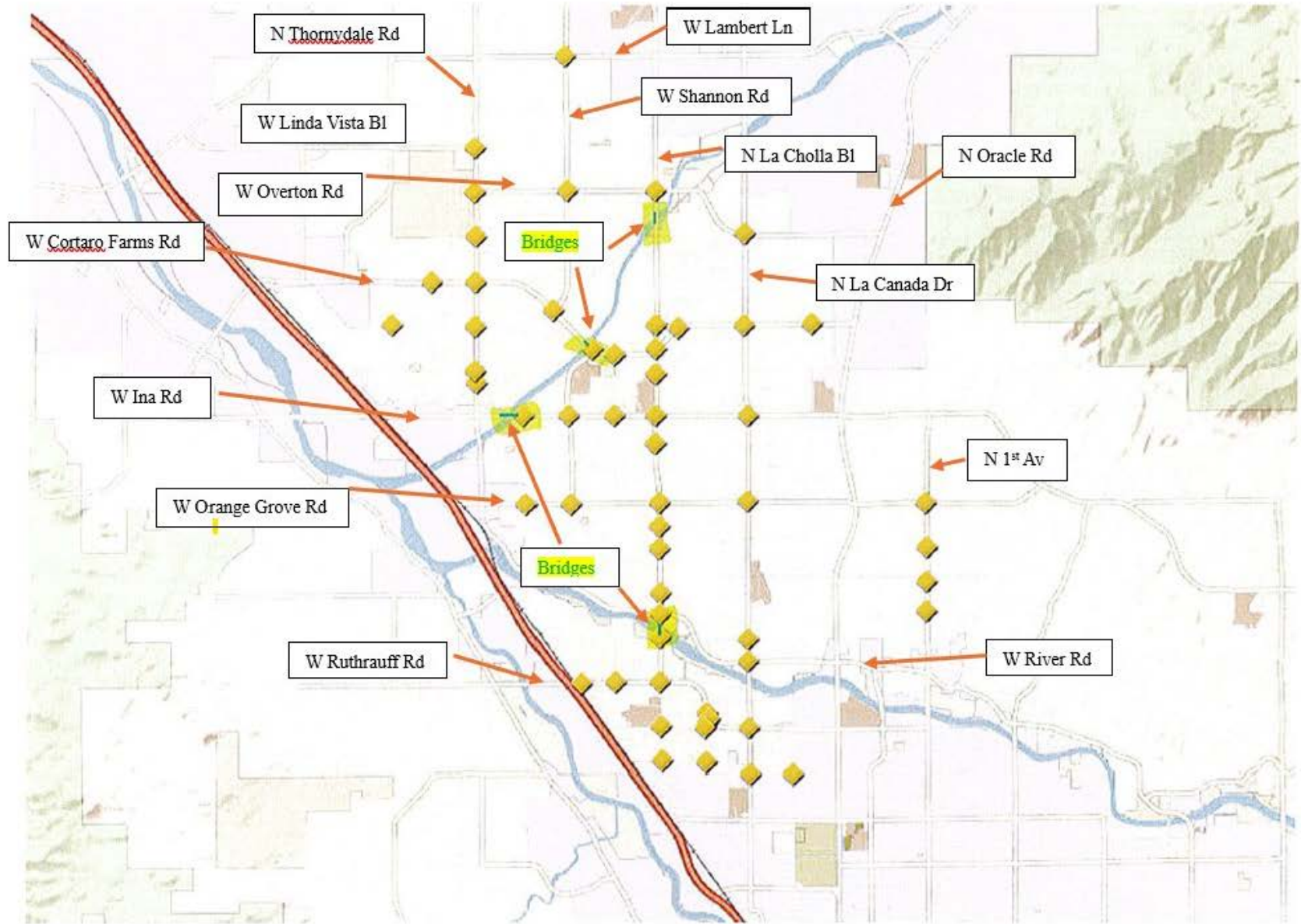
# Exhibit C





# Exhibit D

## Unit 3A Intersections and Bridges



59 Intersections  
4 Bridges









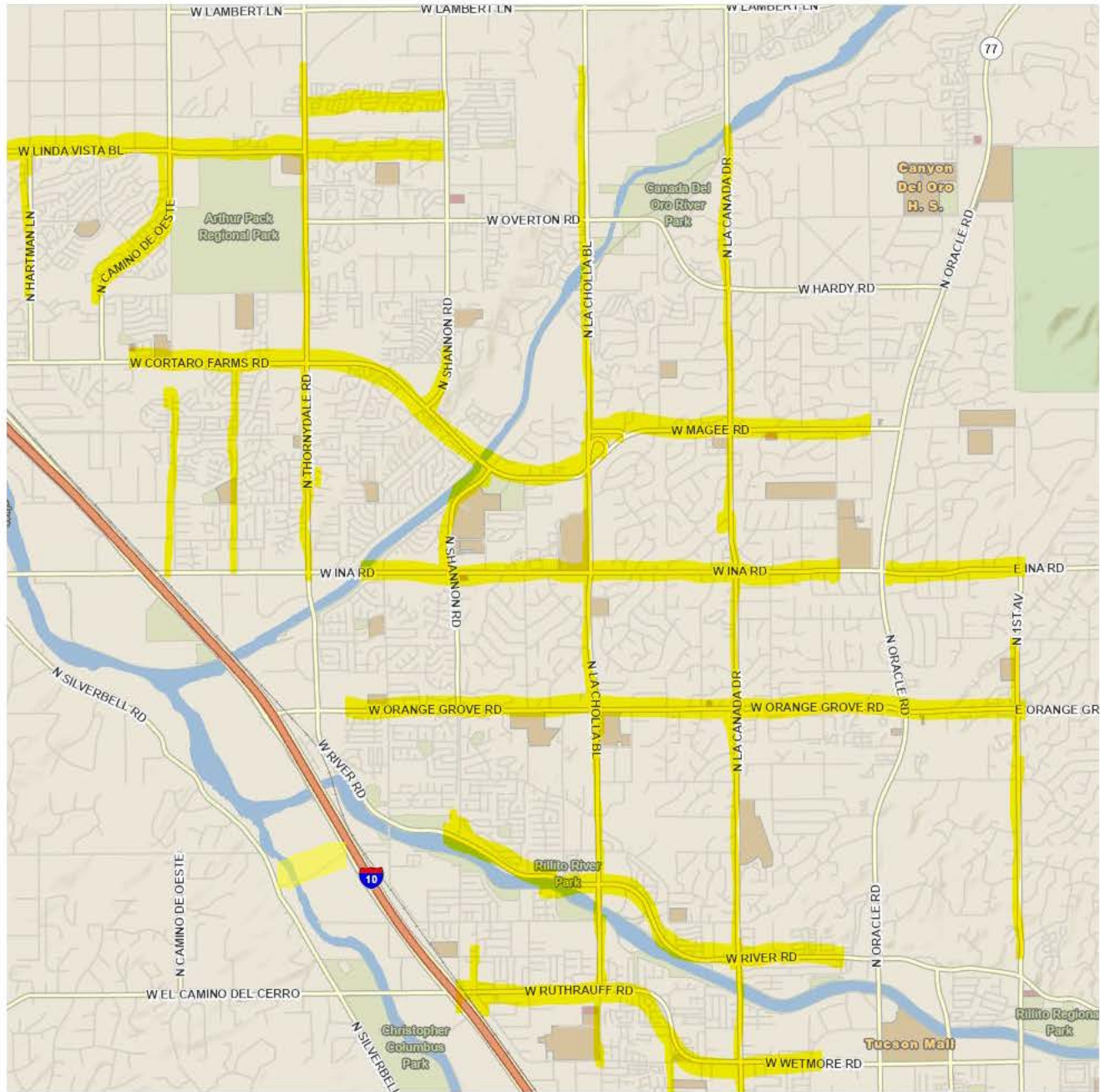




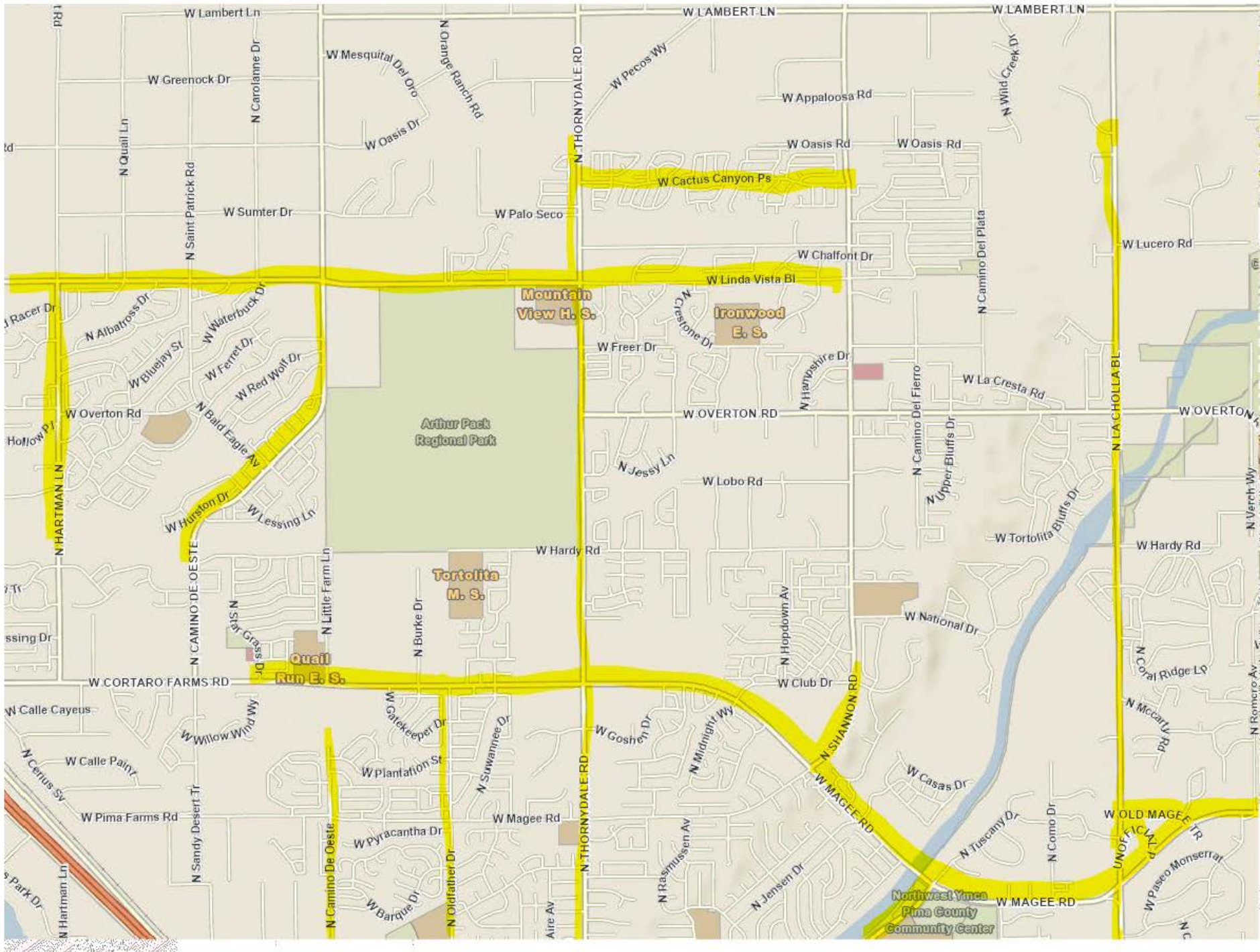


# Exhibit D

## Unit 3B Arterials



# Exhibit D

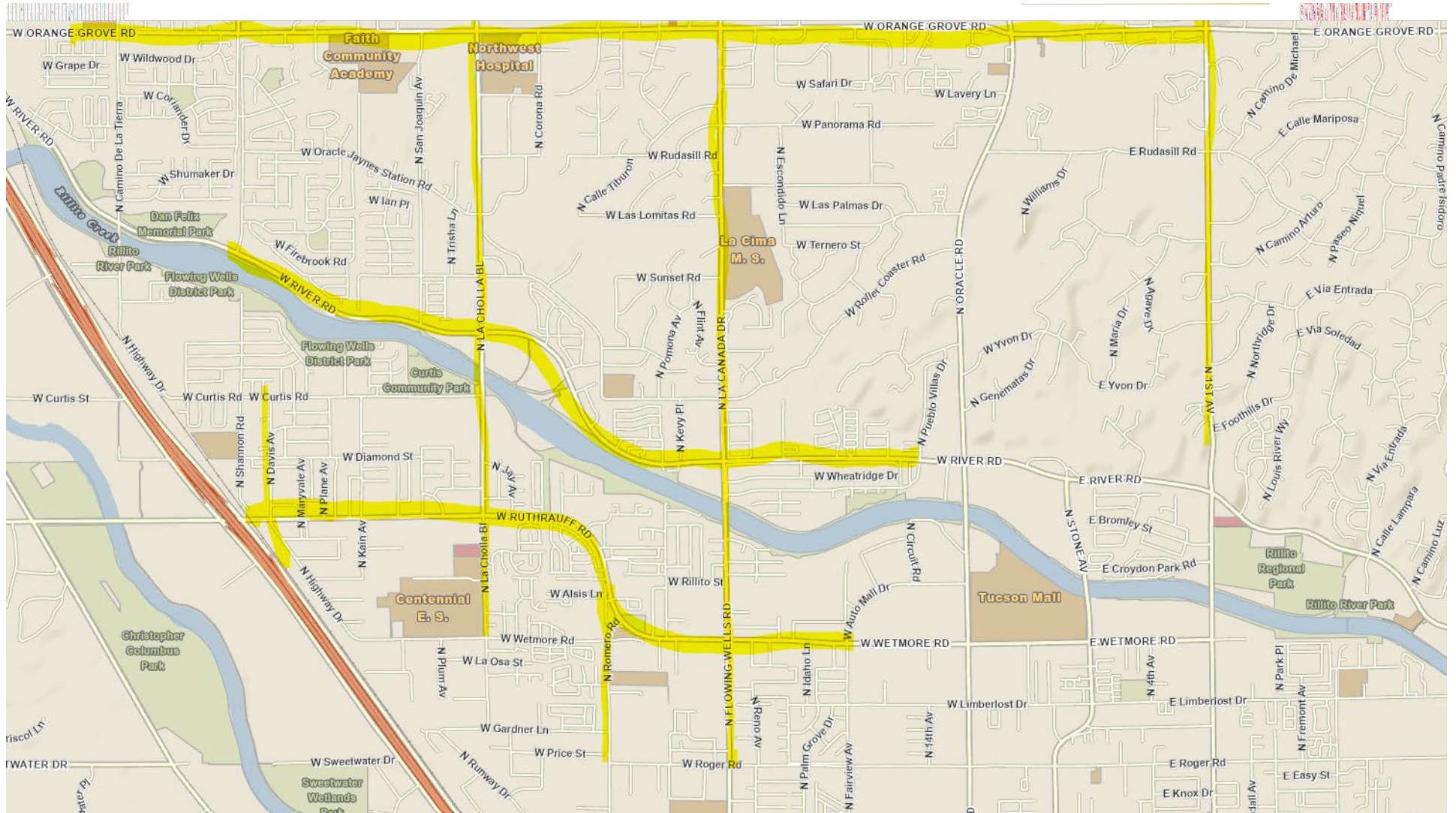




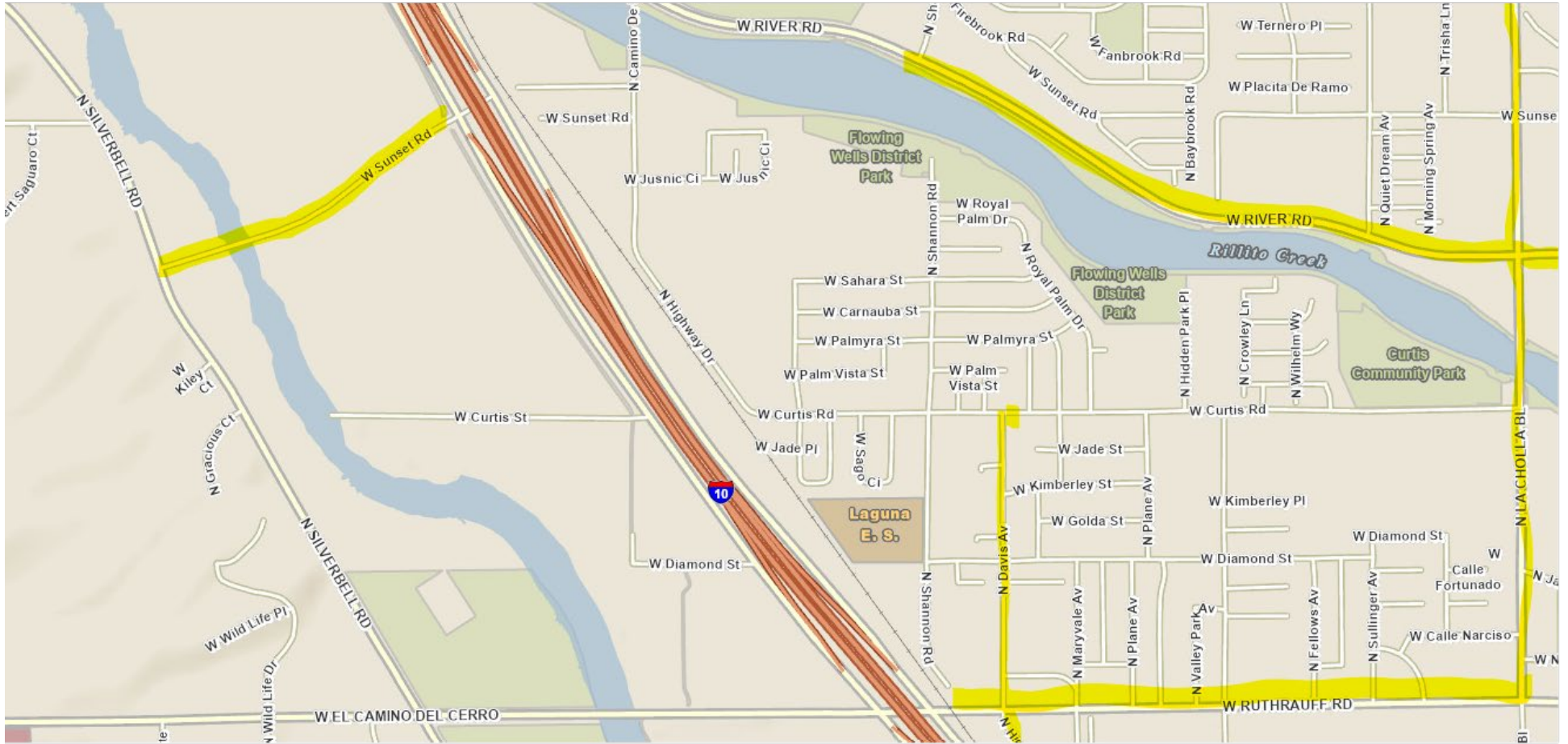




# Exhibit D



# Exhibit D









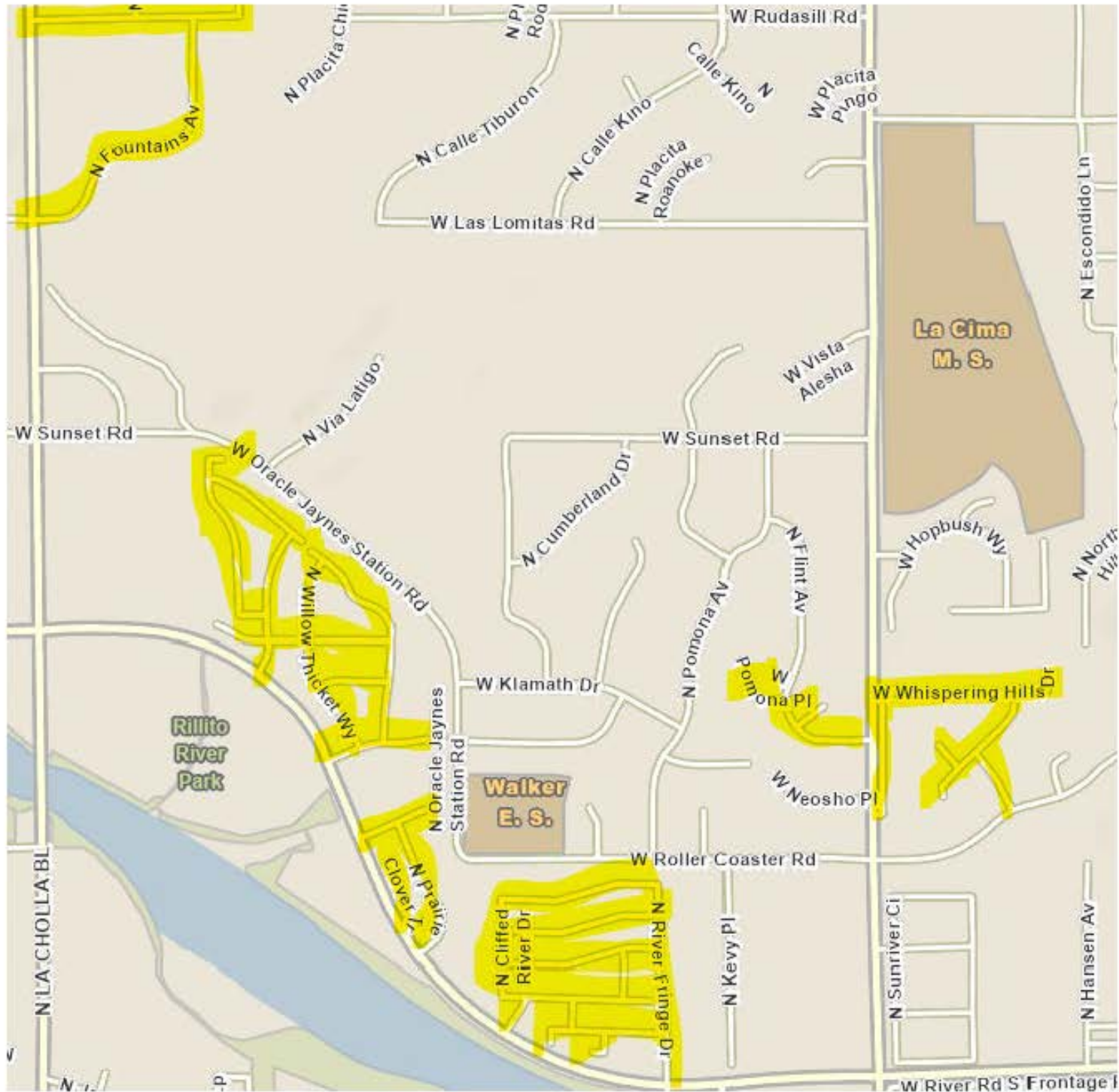


# Exhibit D





# Exhibit D







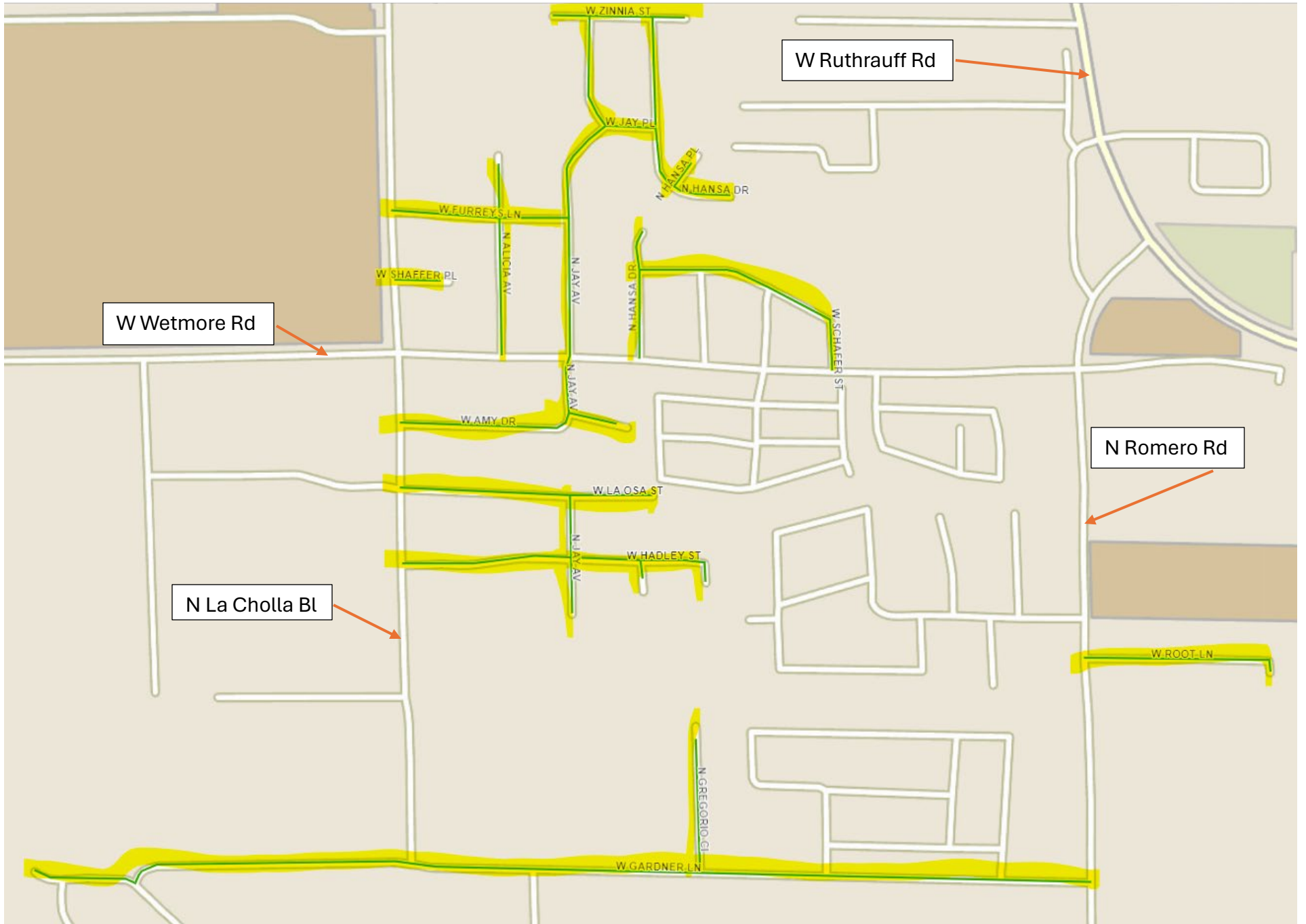
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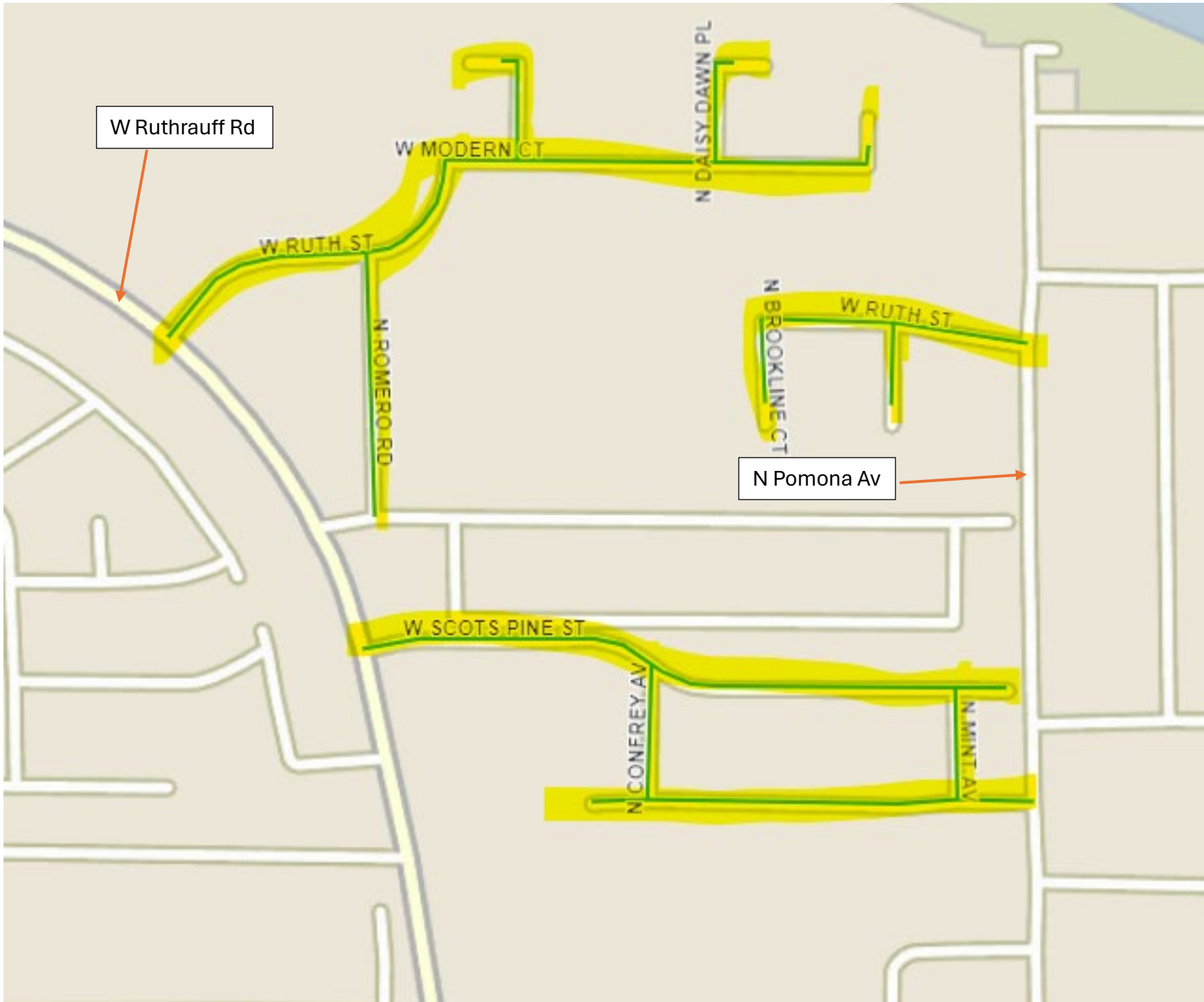




# Exhibit D



# Exhibit D



# Exhibit D



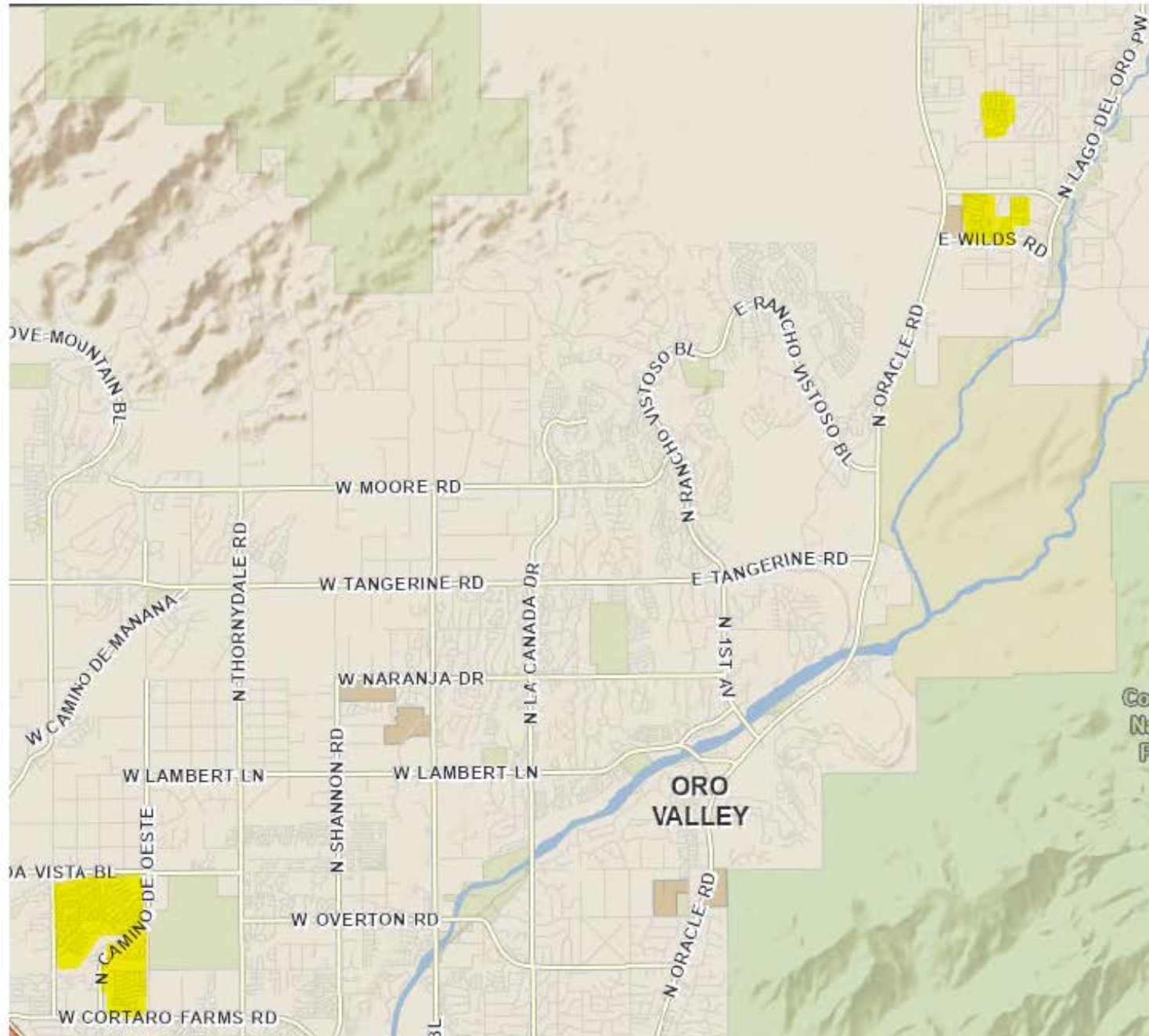


# Exhibit D



# Exhibit D

## Unit 3E Residentials













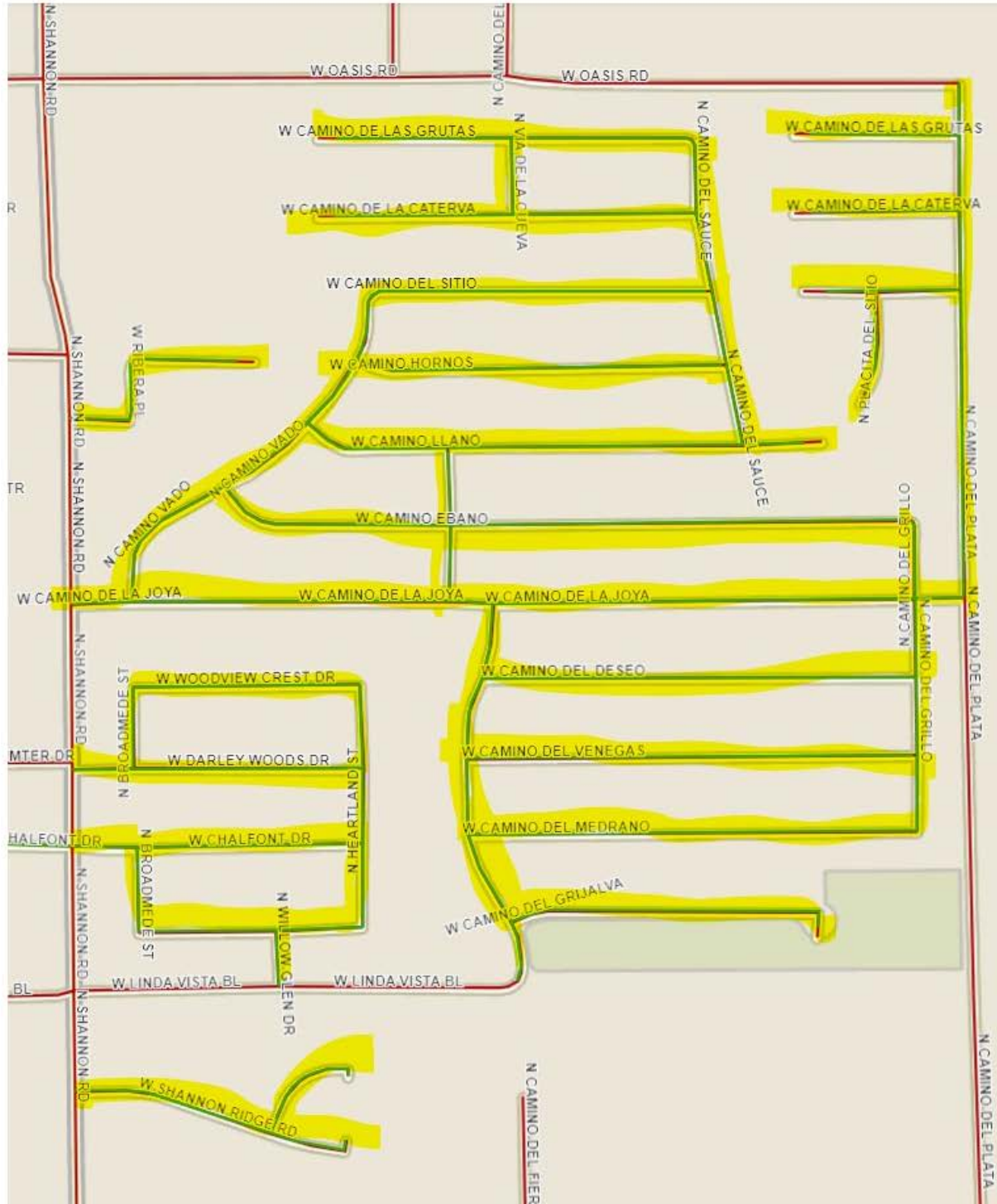








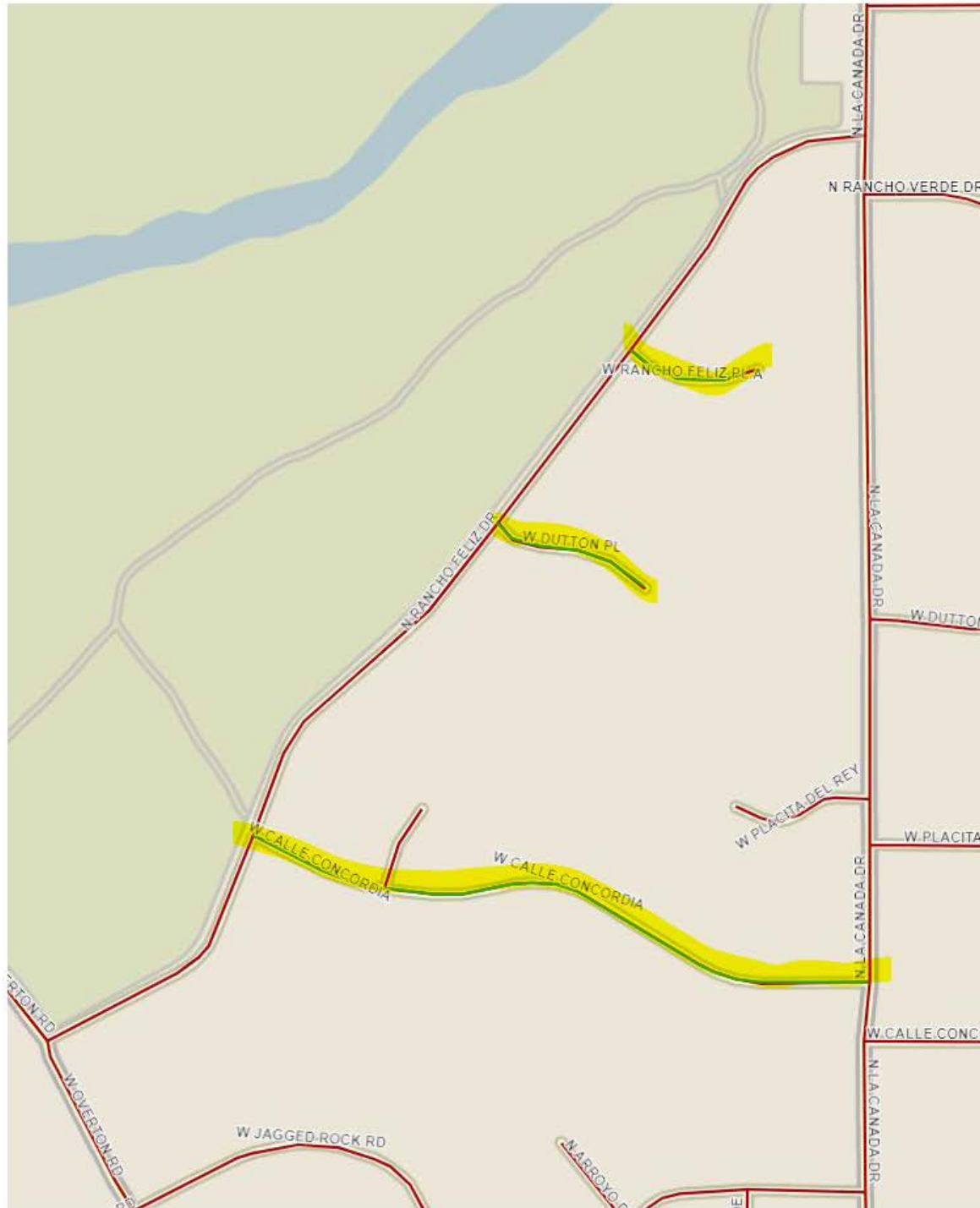
# Exhibit D







# Exhibit D



# Exhibit D









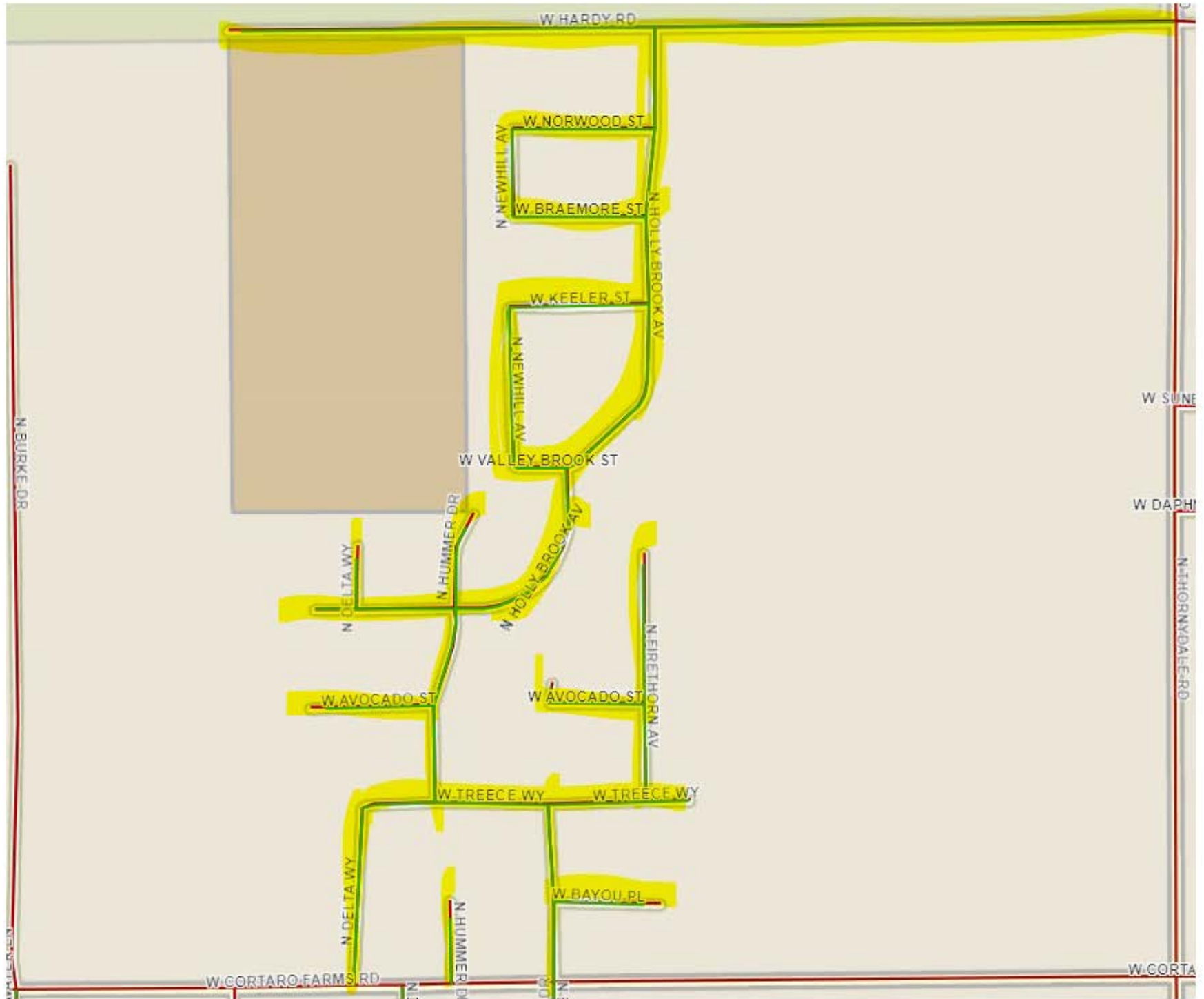








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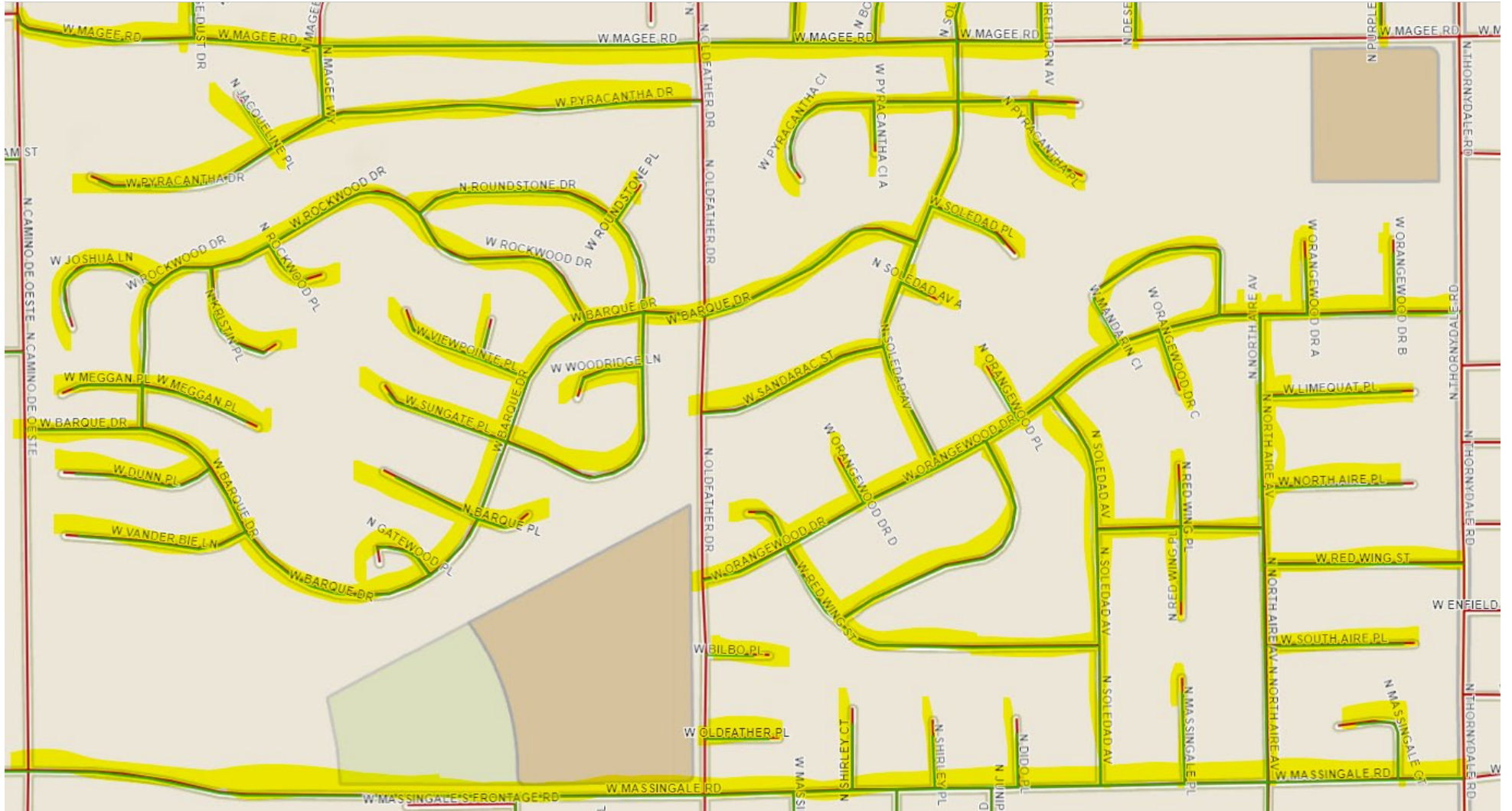


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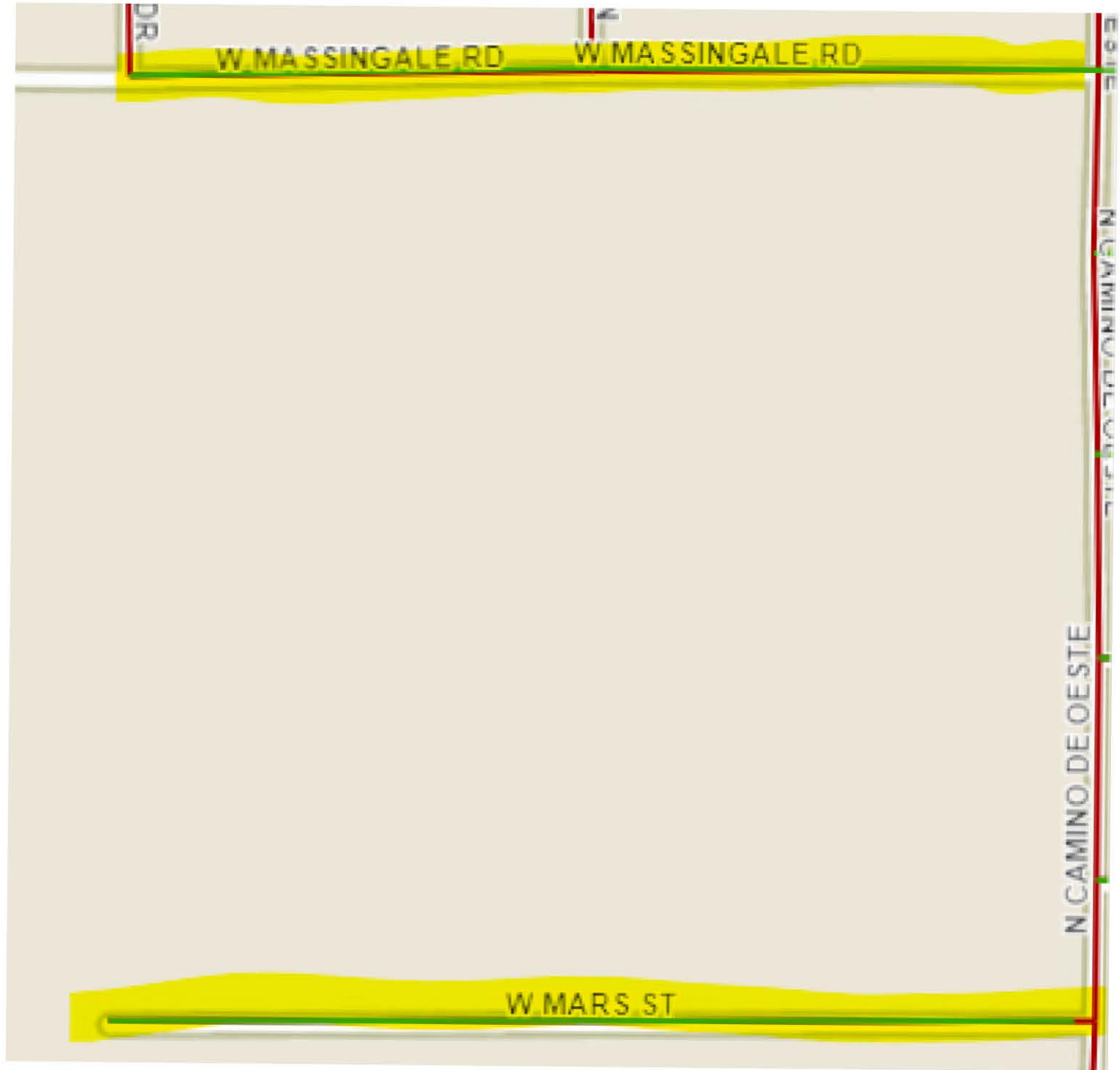


# Exhibit D





# Exhibit D



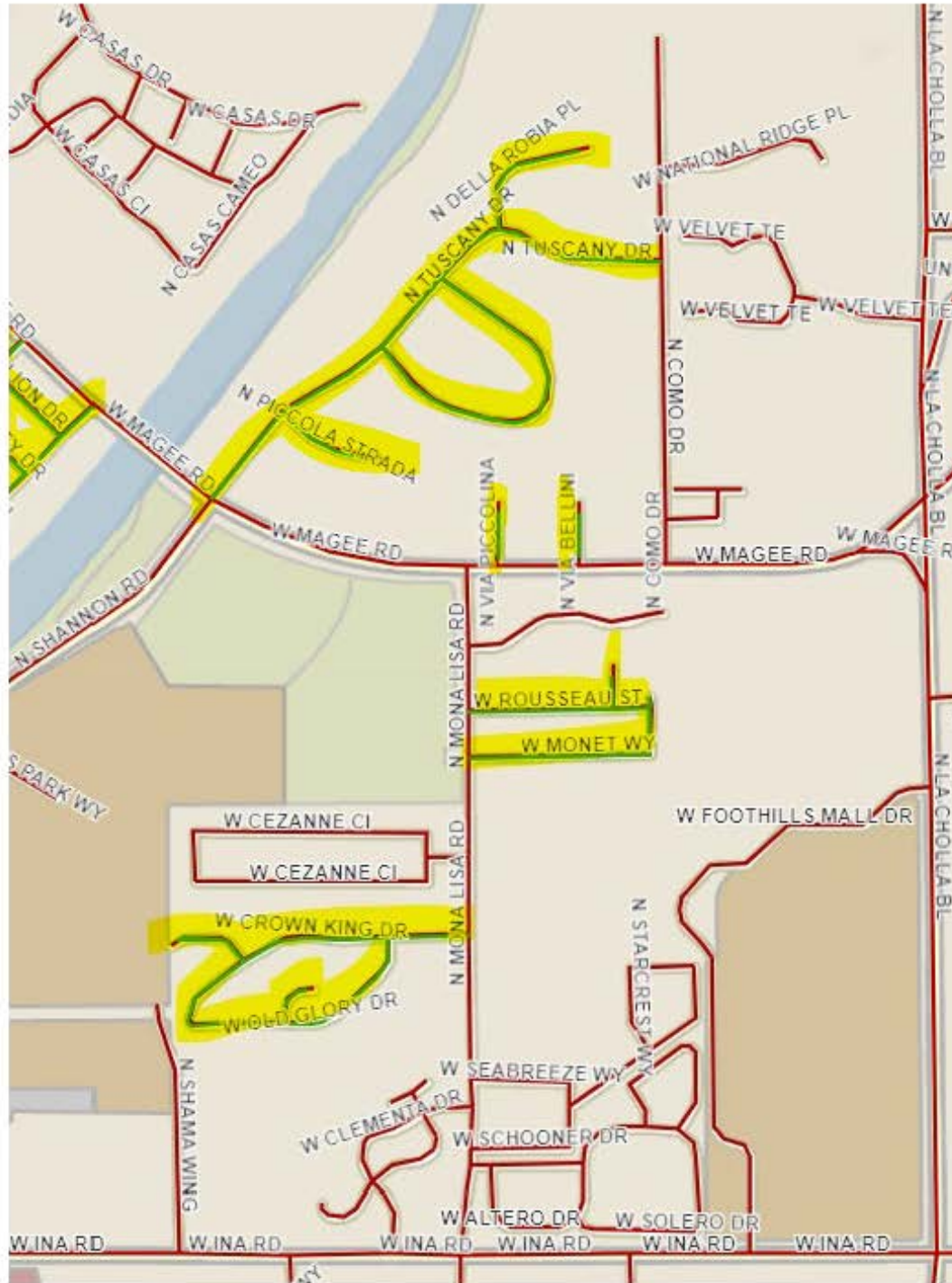








# Exhibit D









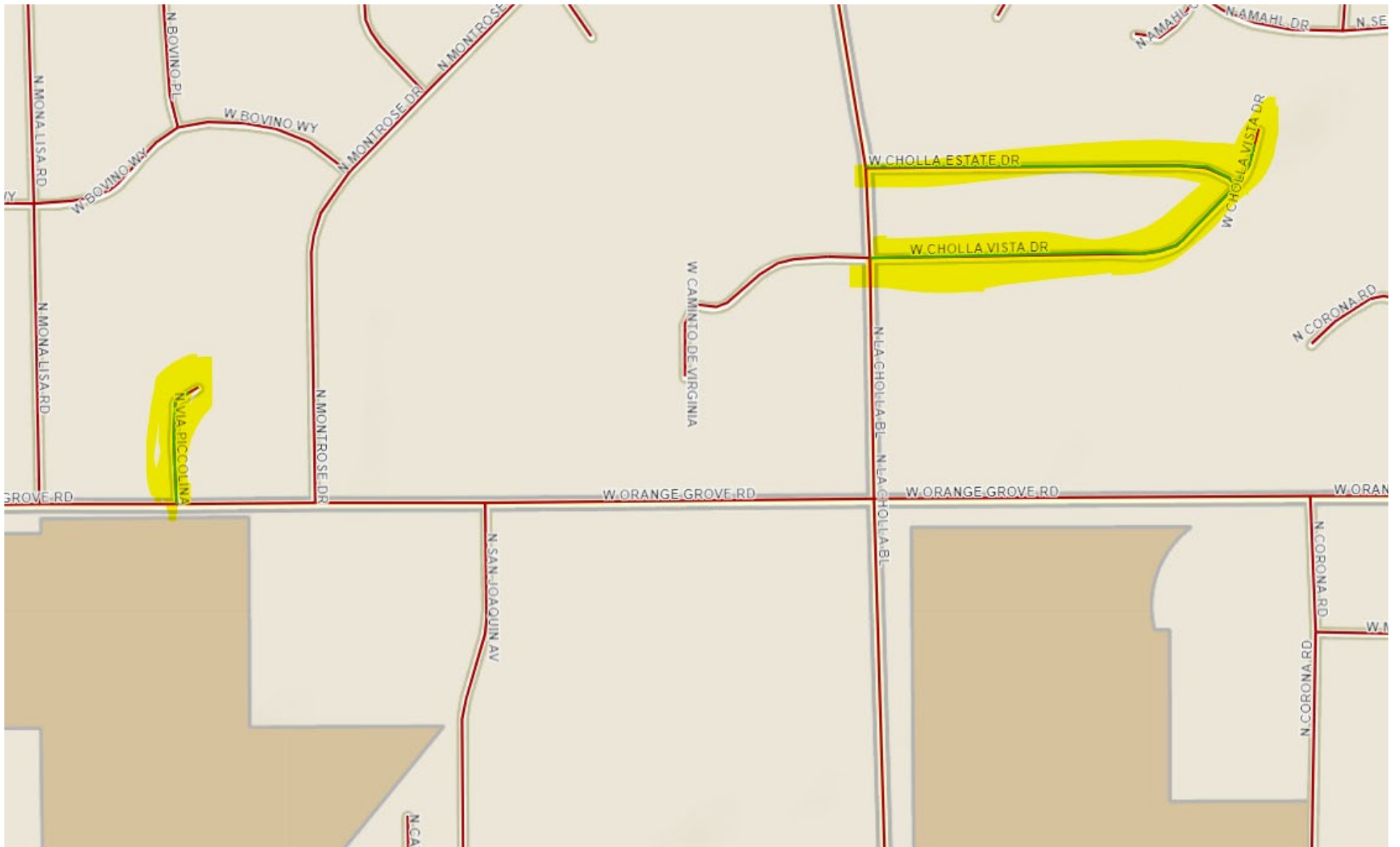








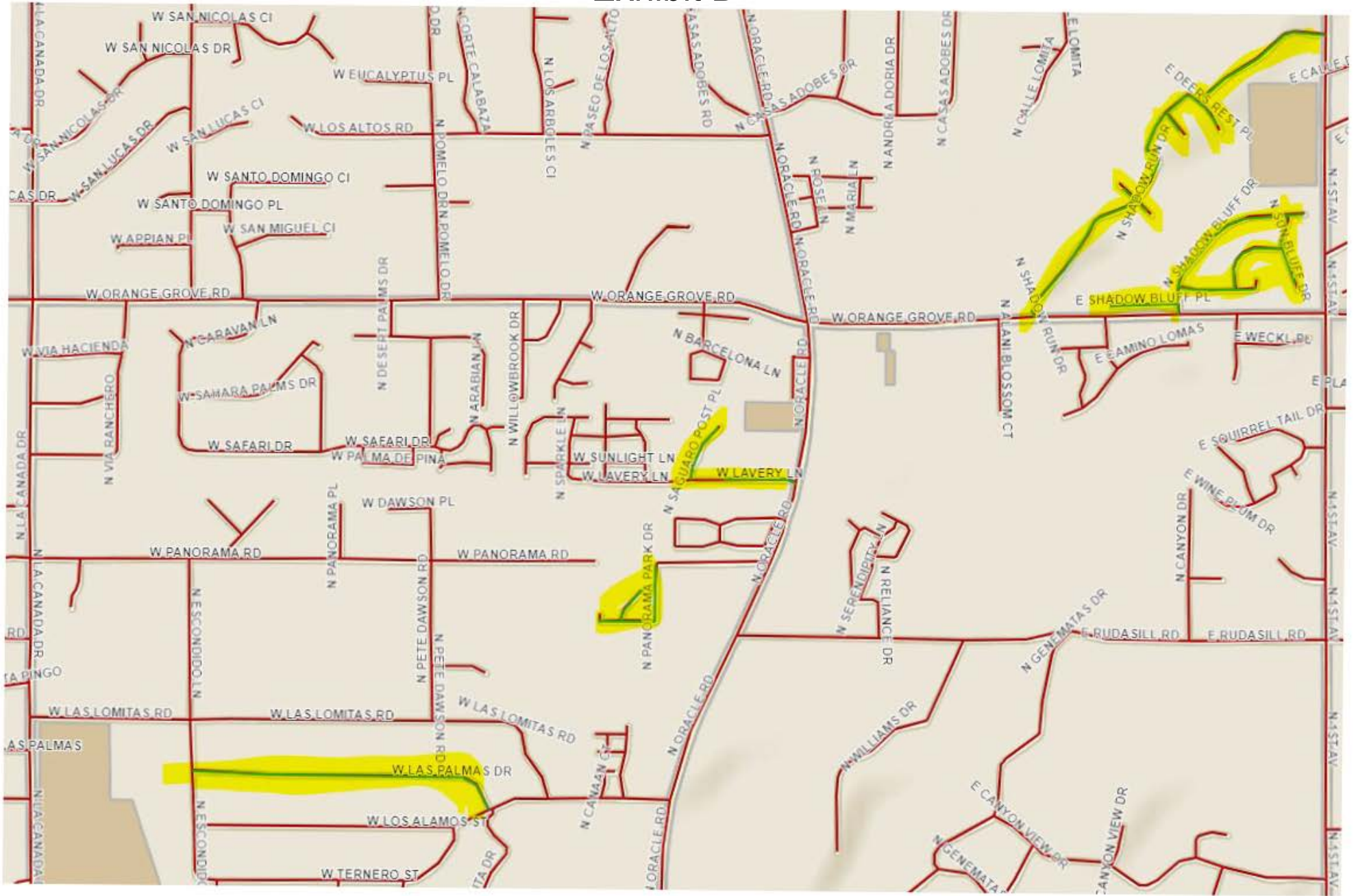
# Exhibit D







# Exhibit D





# Exhibit E Unit 4A Bridges



# Exhibit E

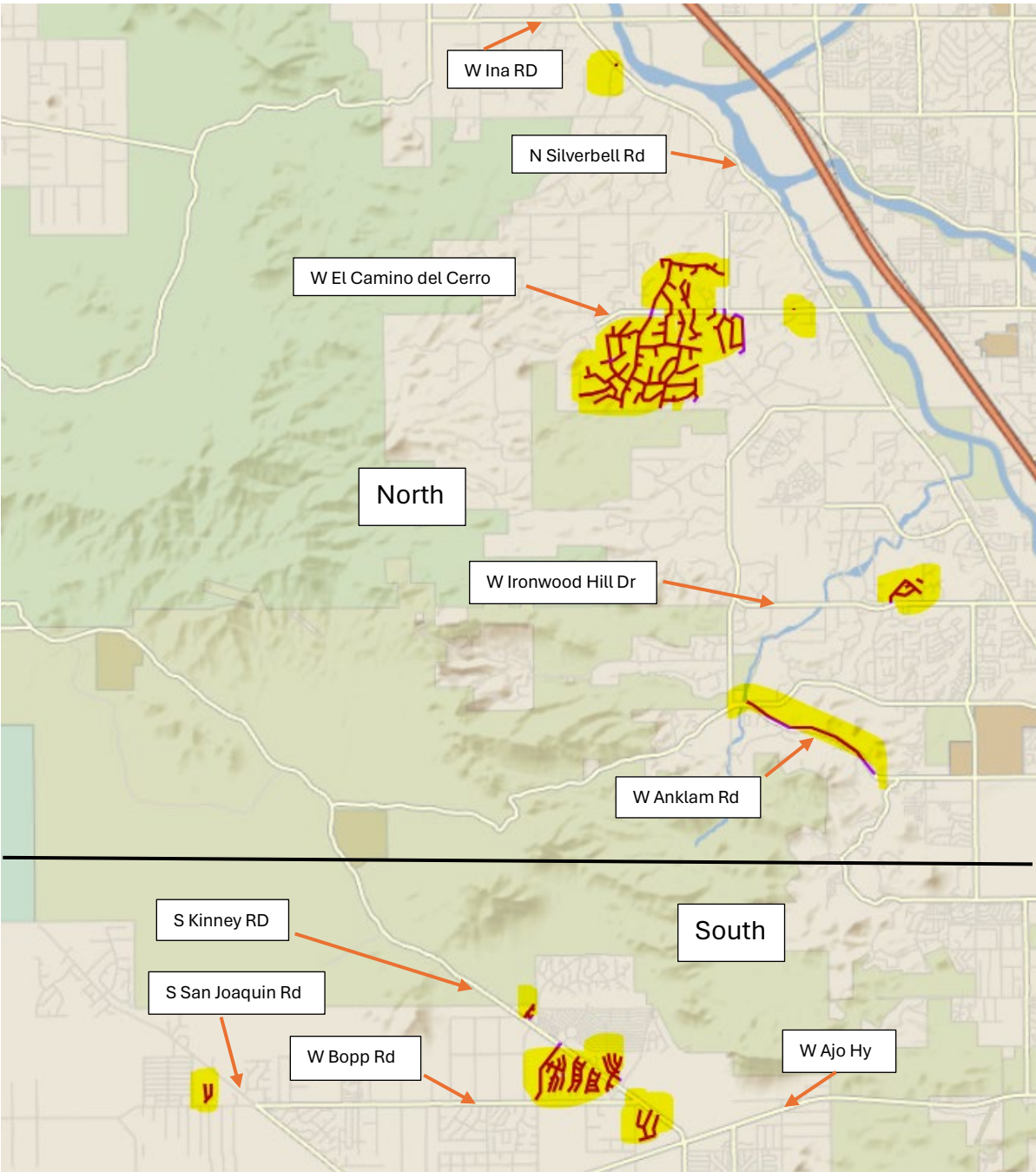






# Exhibit E

## Unit 4B Residentials



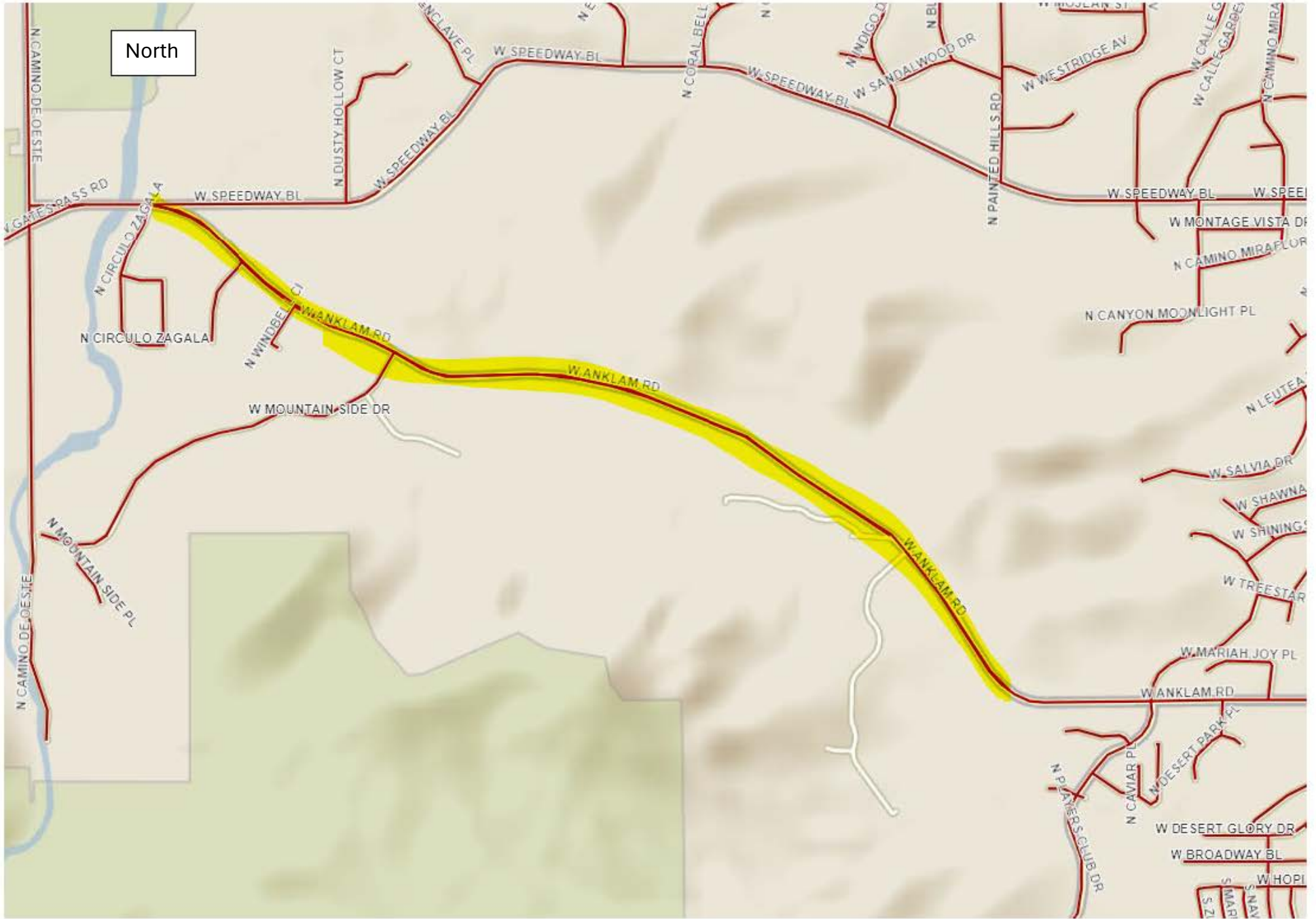








# Exhibit E



# Exhibit E



# Exhibit E



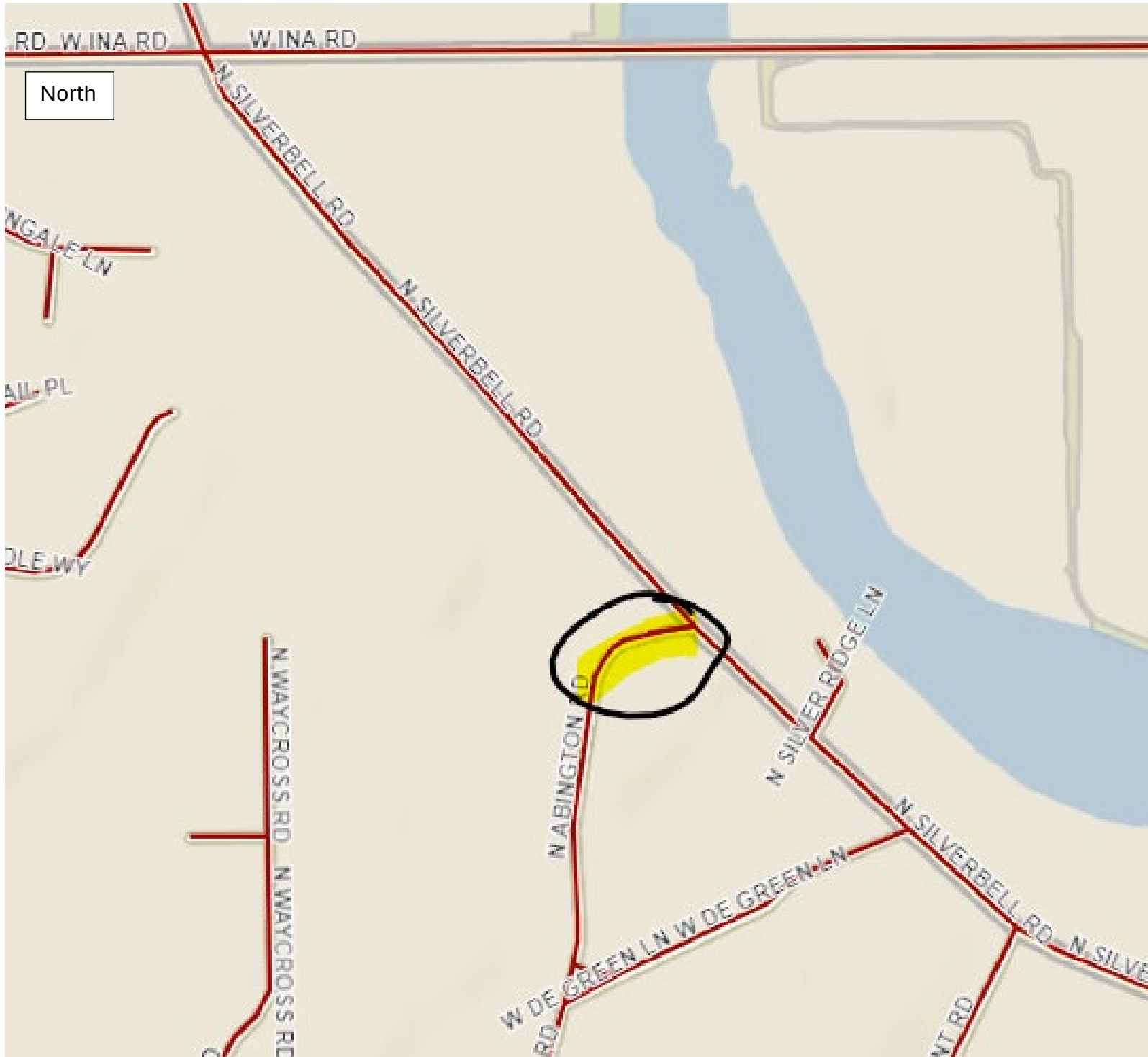




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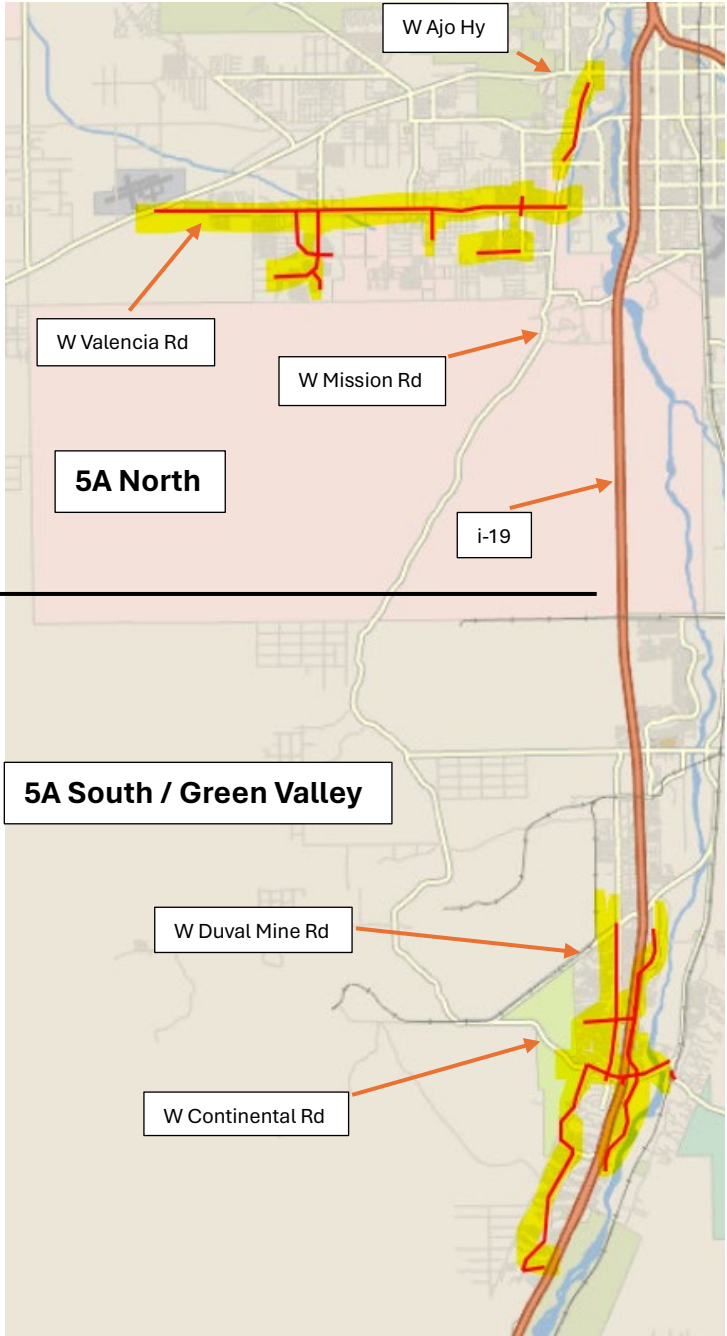
# Exhibit E





# Exhibit F

## Unit 5A Arterials



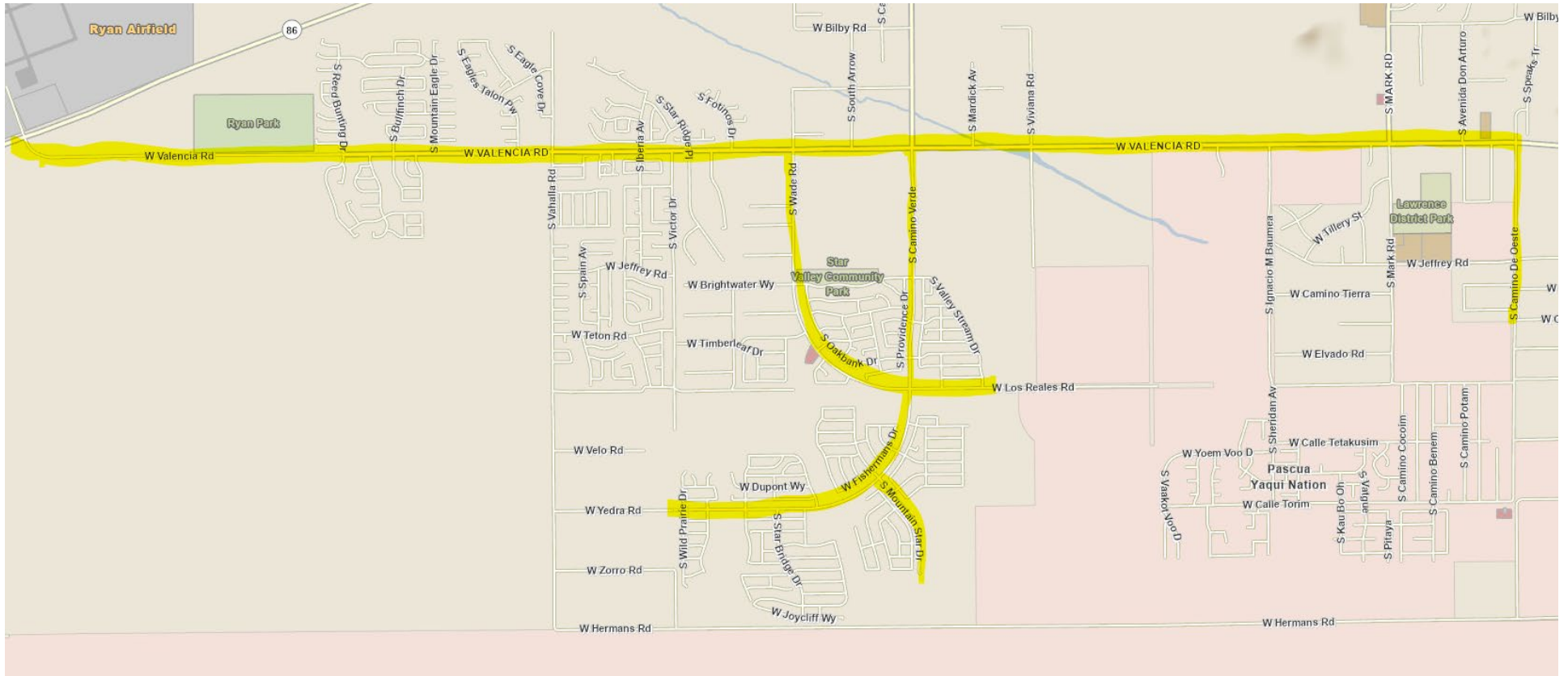






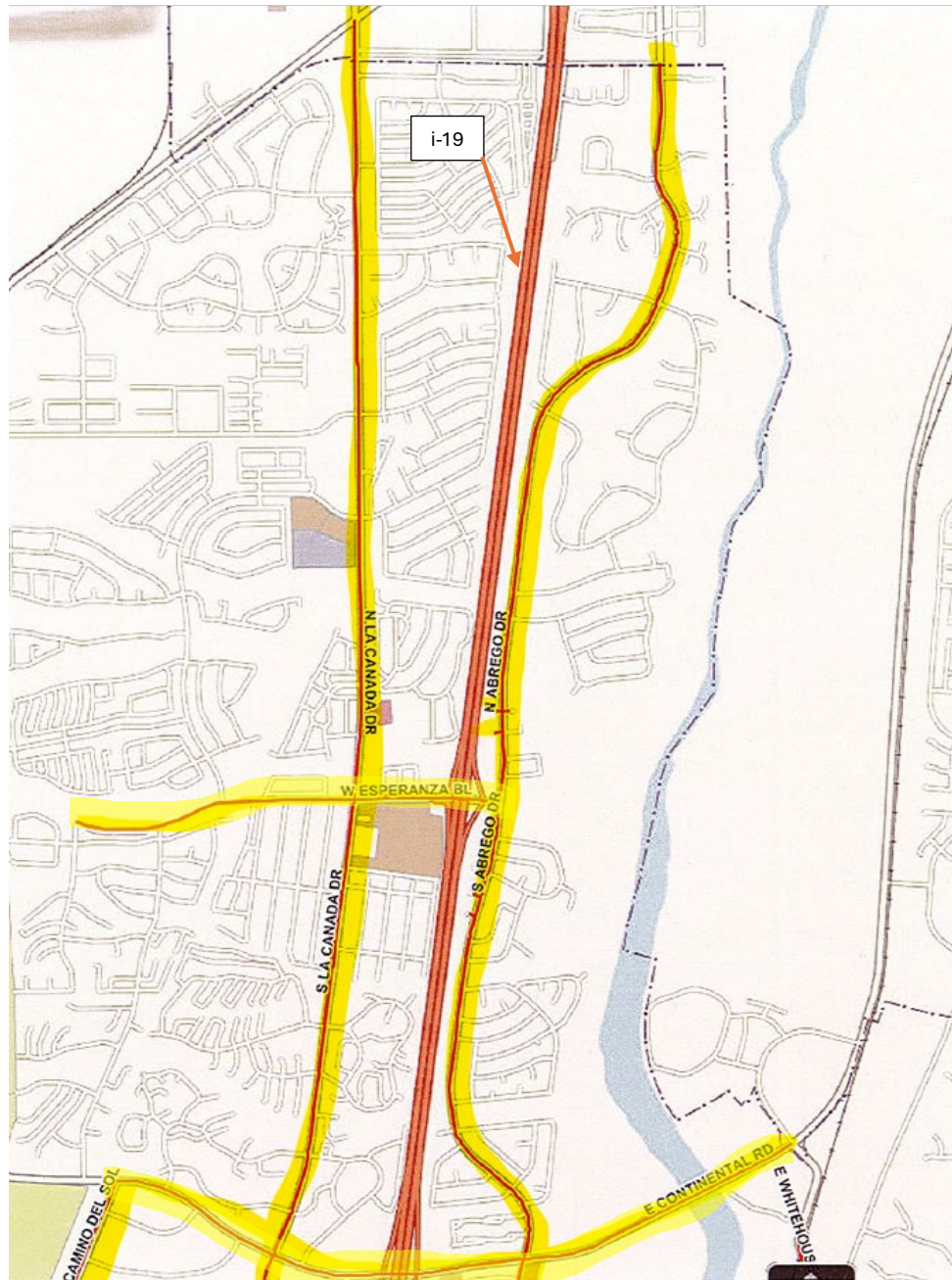
# Exhibit F

## Unit 5A North



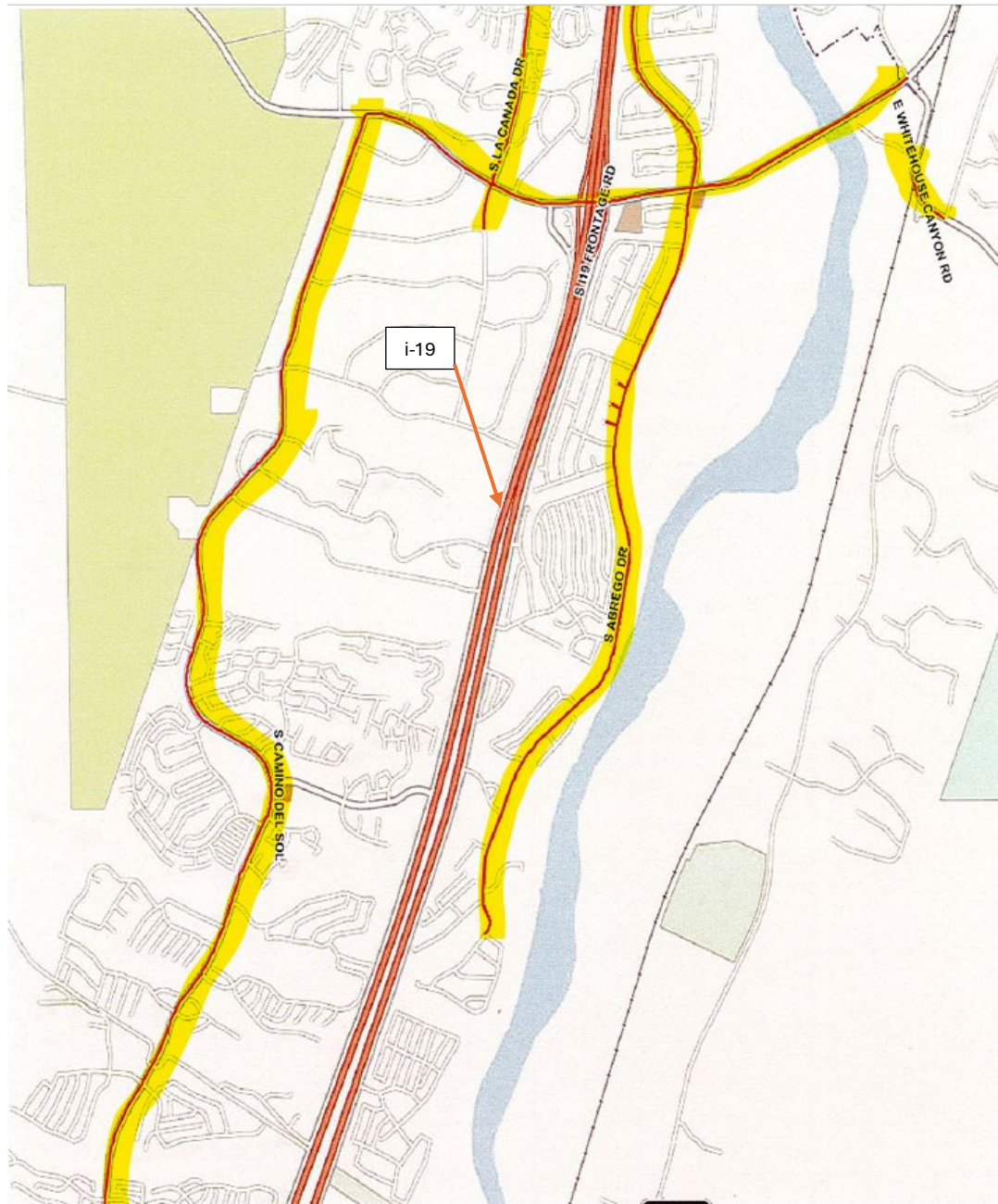
# Exhibit F

## Unit 5A South / Green Valley



# Exhibit F

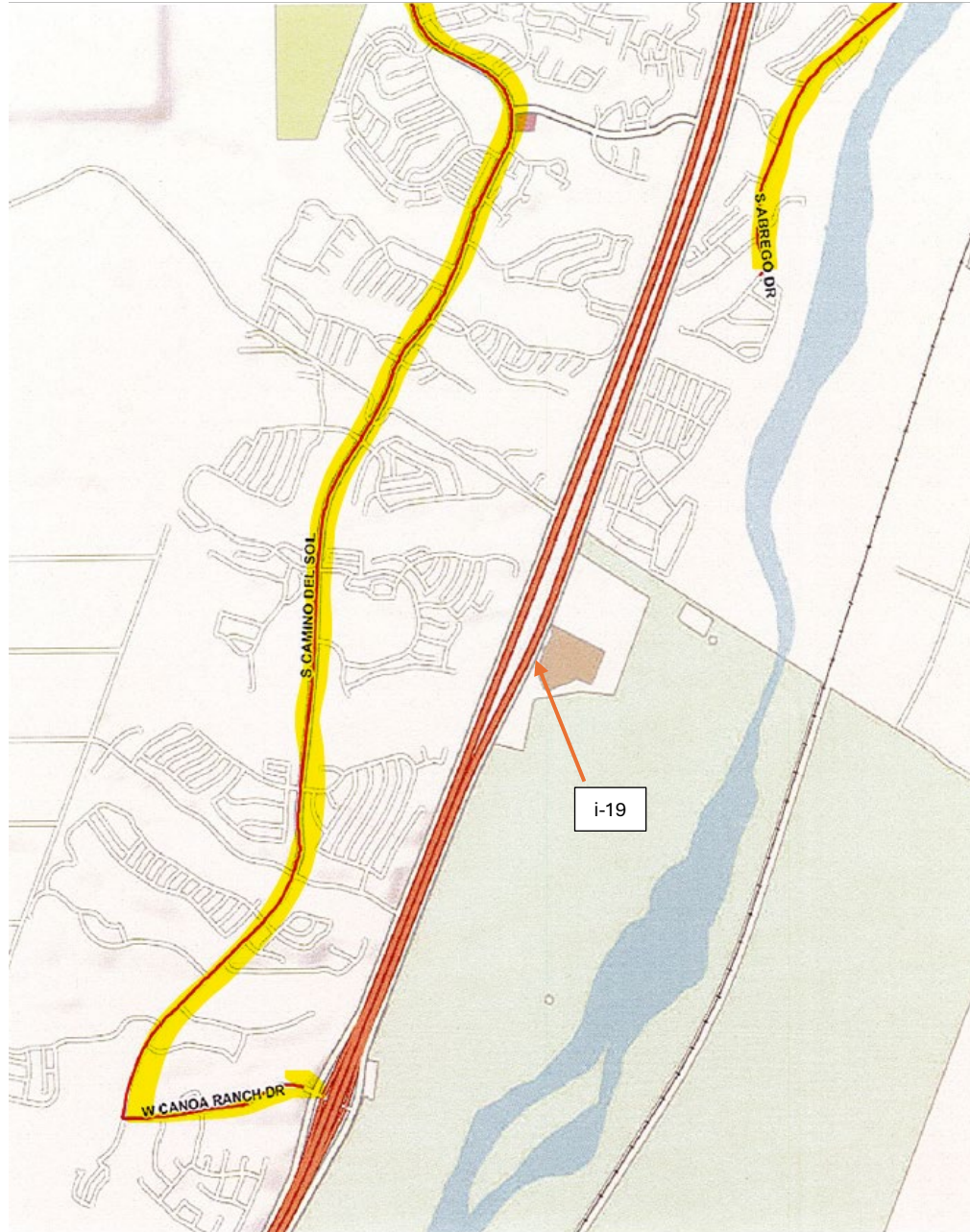
## Unit 5A South / Green Valley





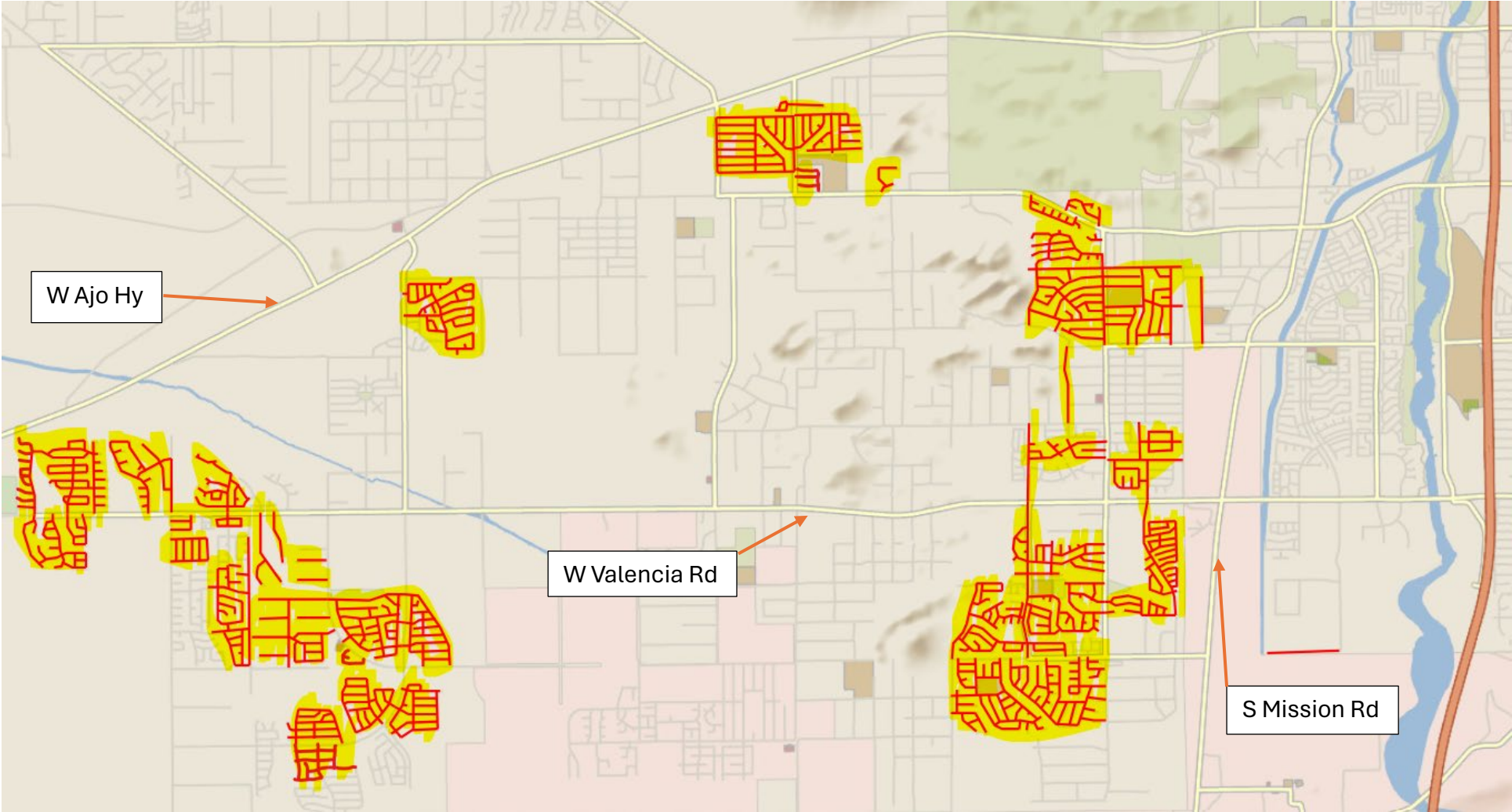
# Exhibit F

## Unit 5A South / Green Valley



# Exhibit F

## Unit 5B Residentials







# Exhibit F



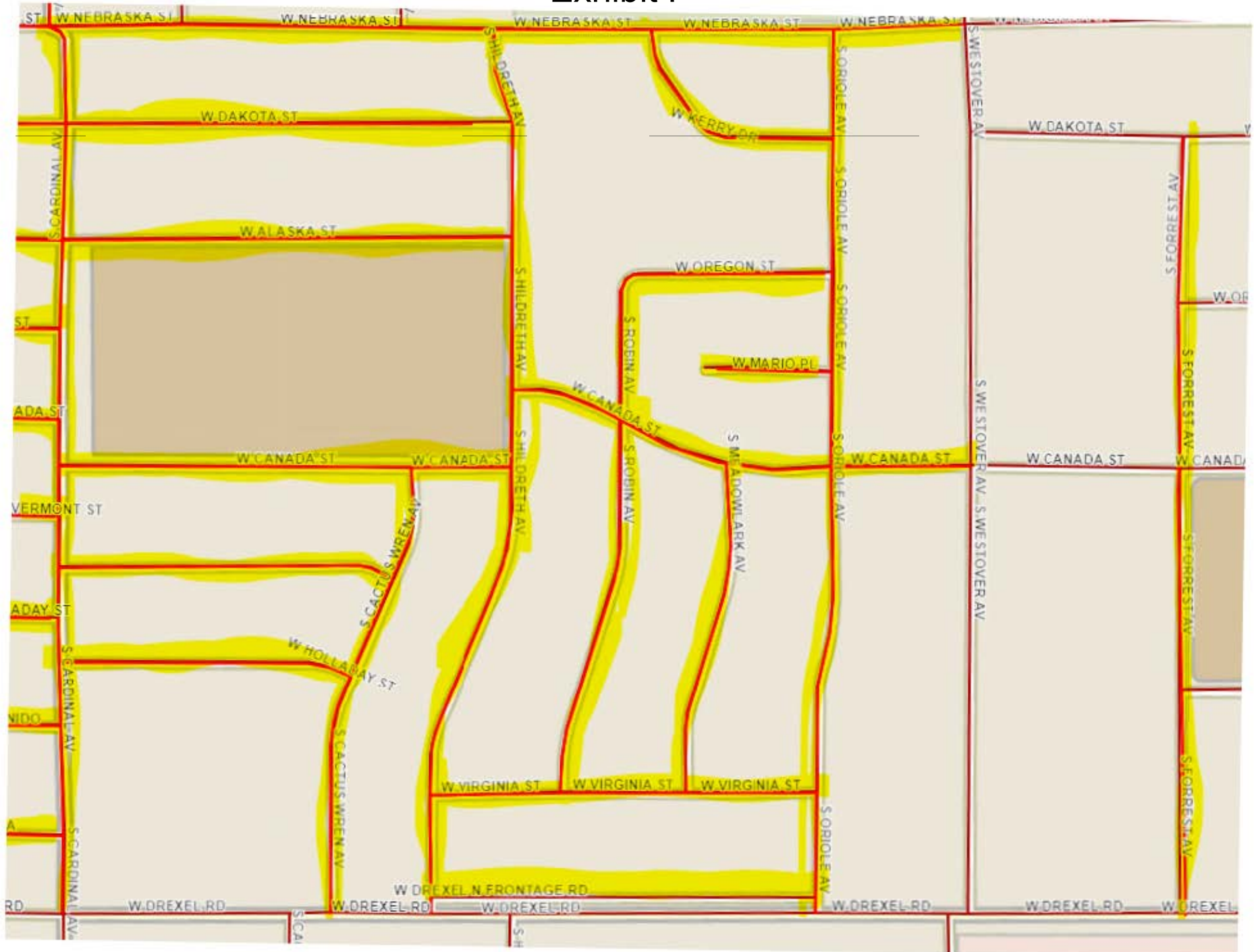
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# Exhibit F



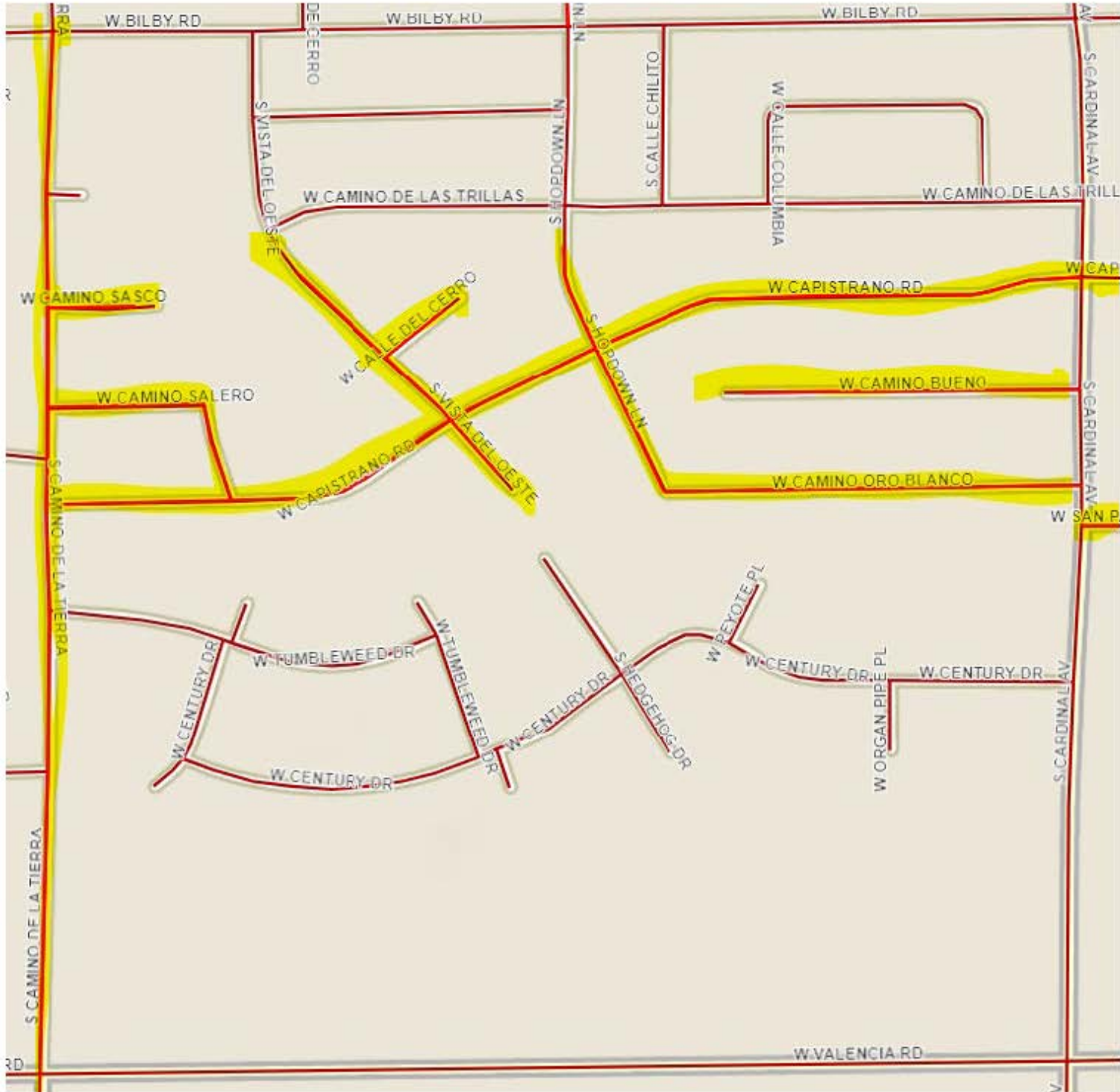
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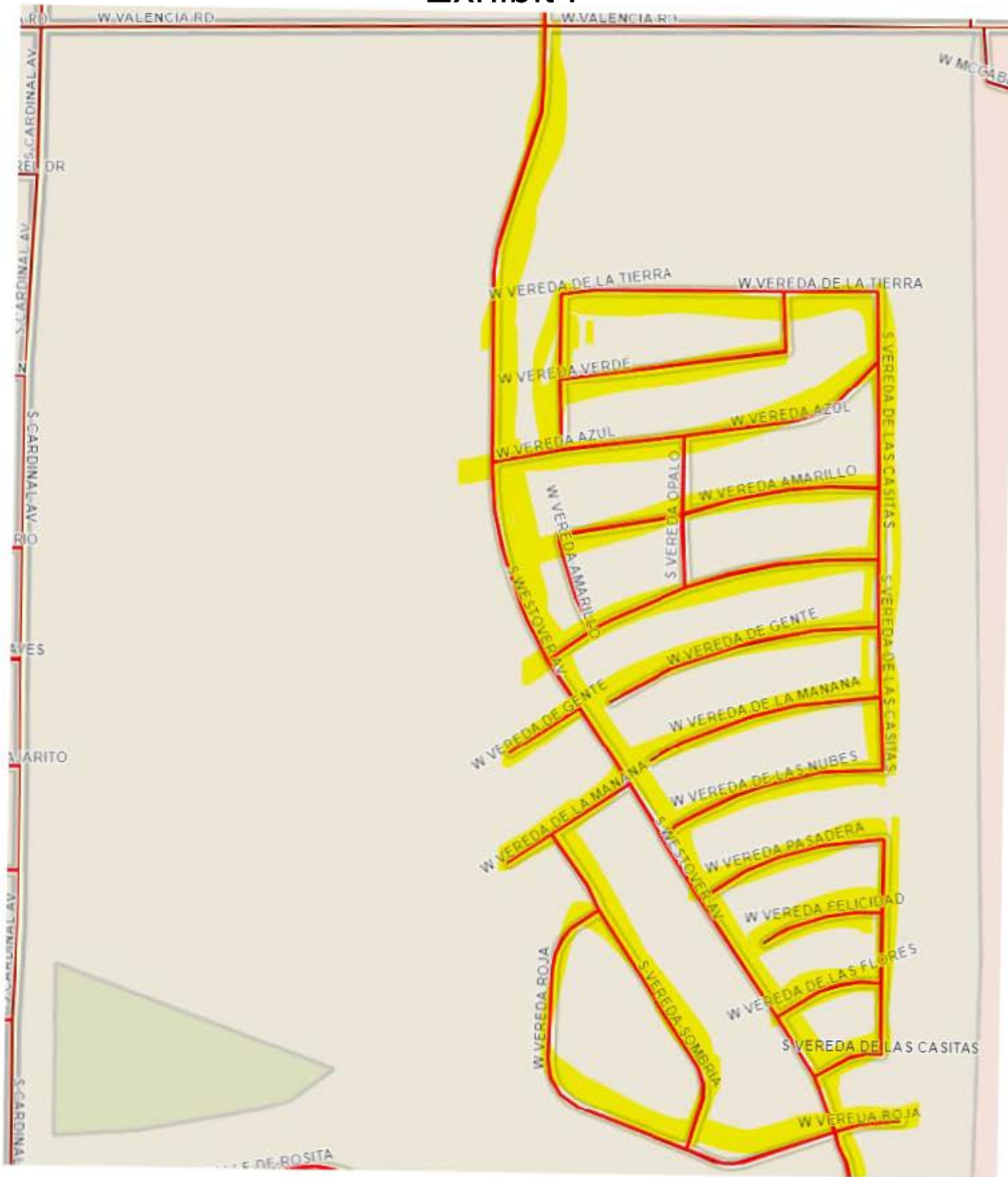




# Exhibit F



# Exhibit F



# Exhibit F





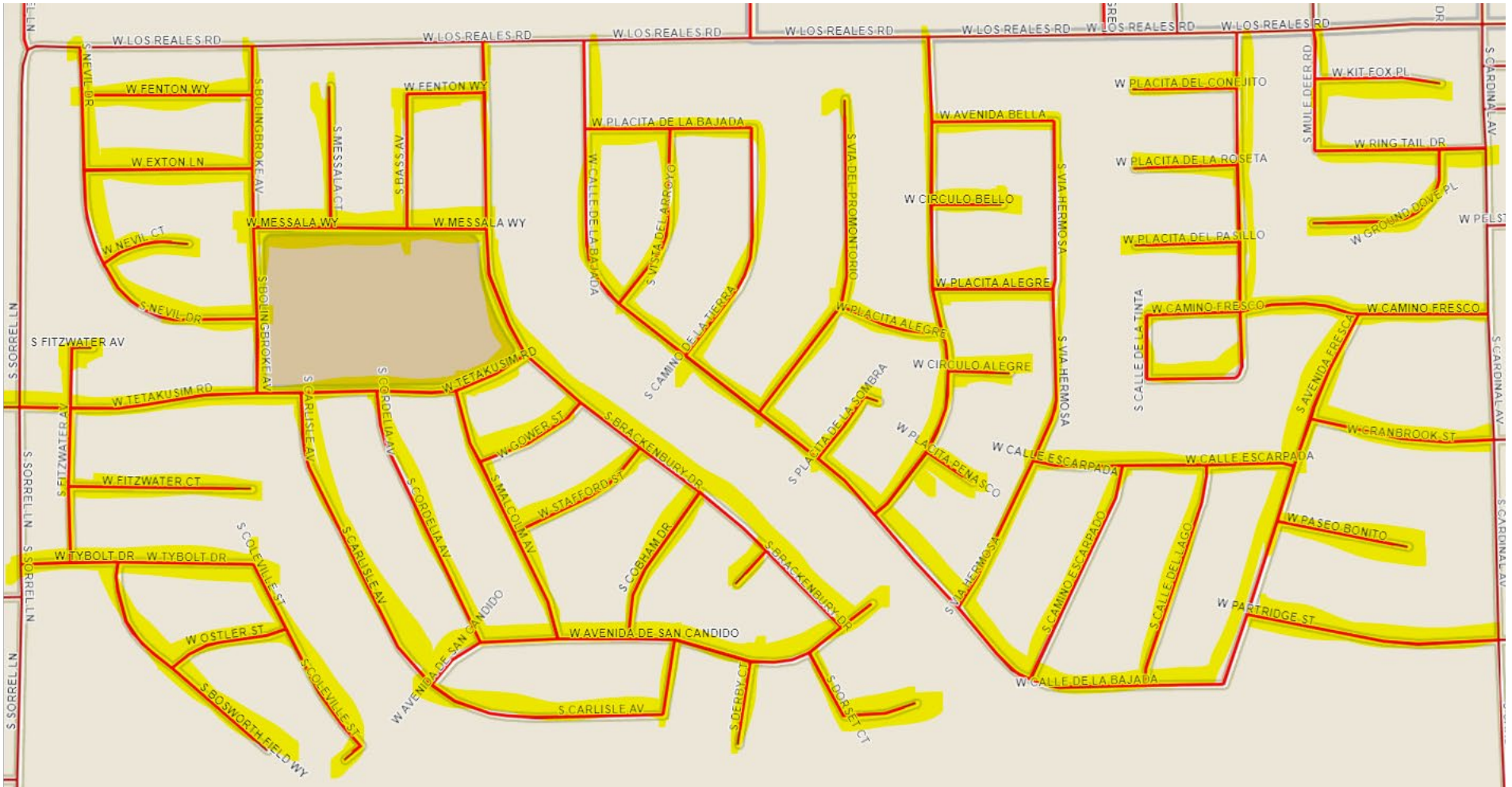




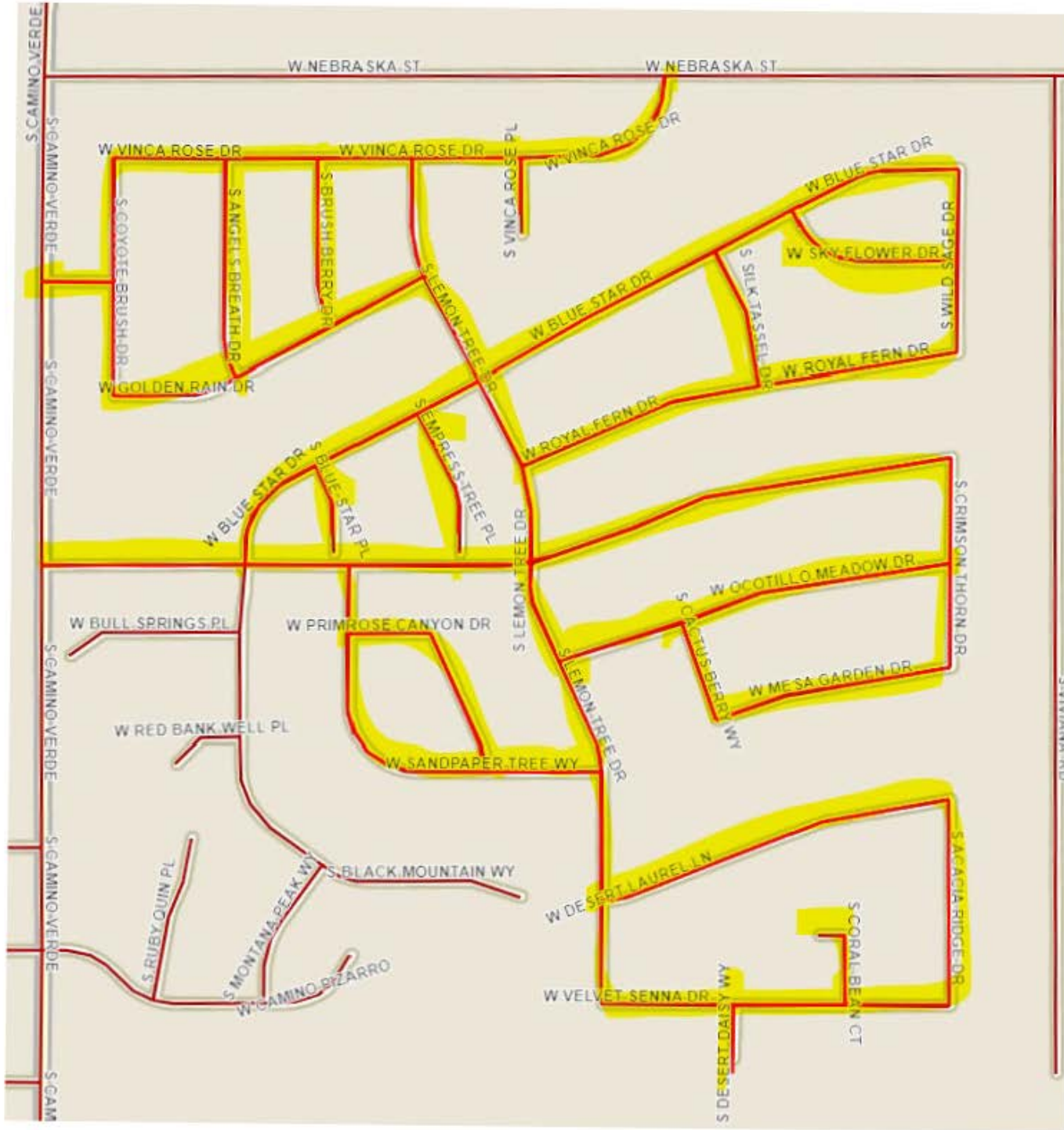




# Exhibit F



# Exhibit F







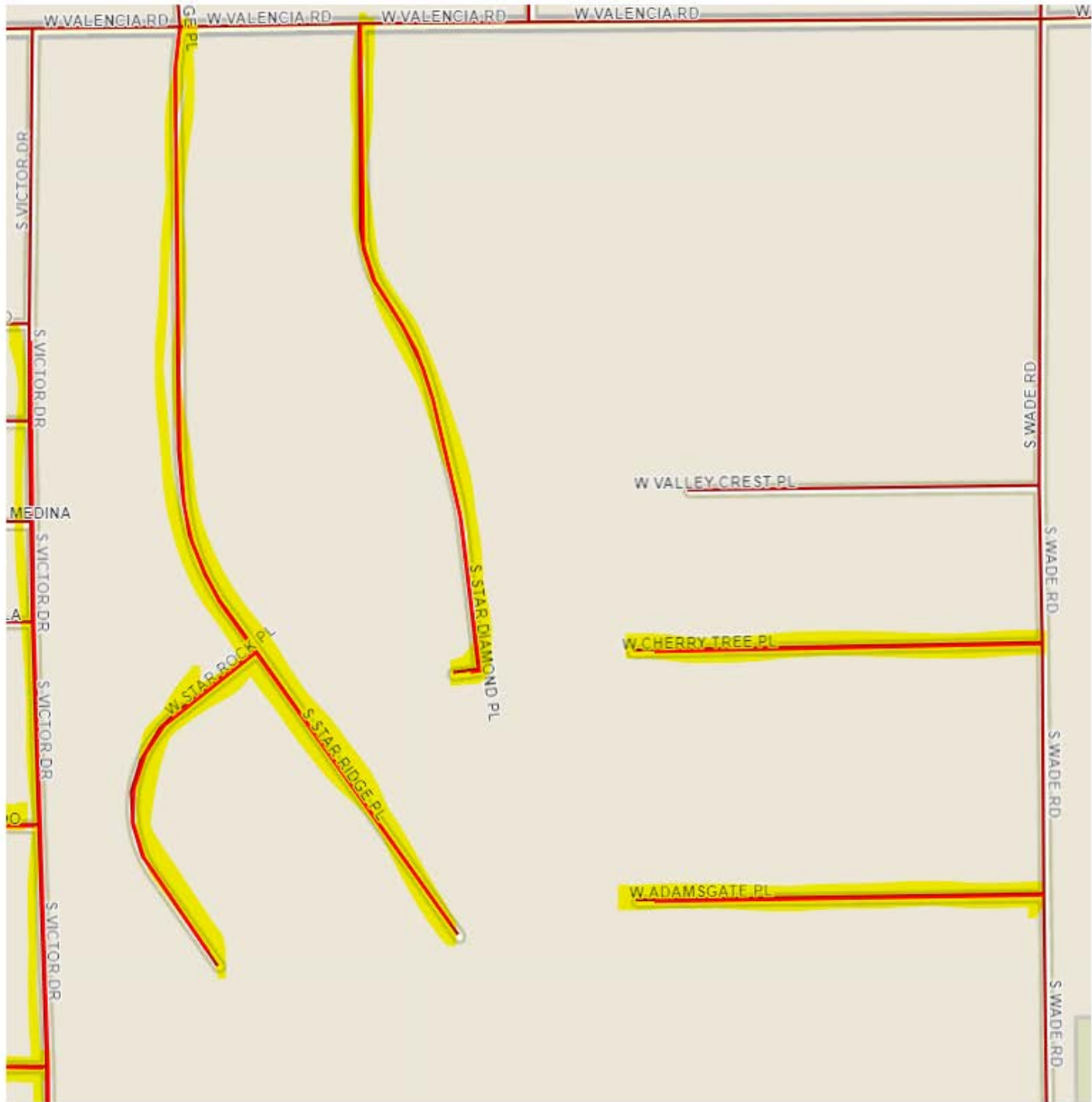




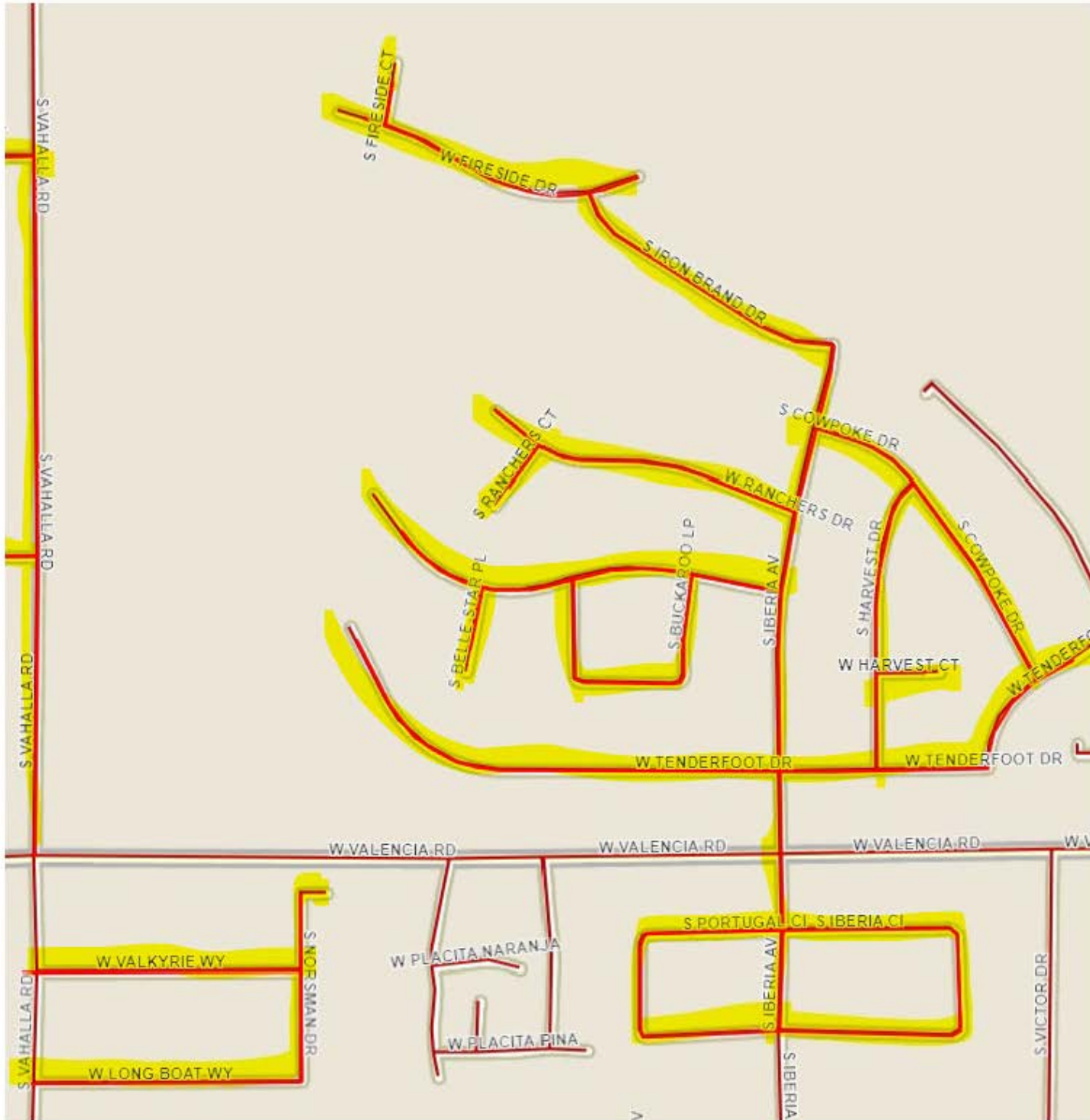




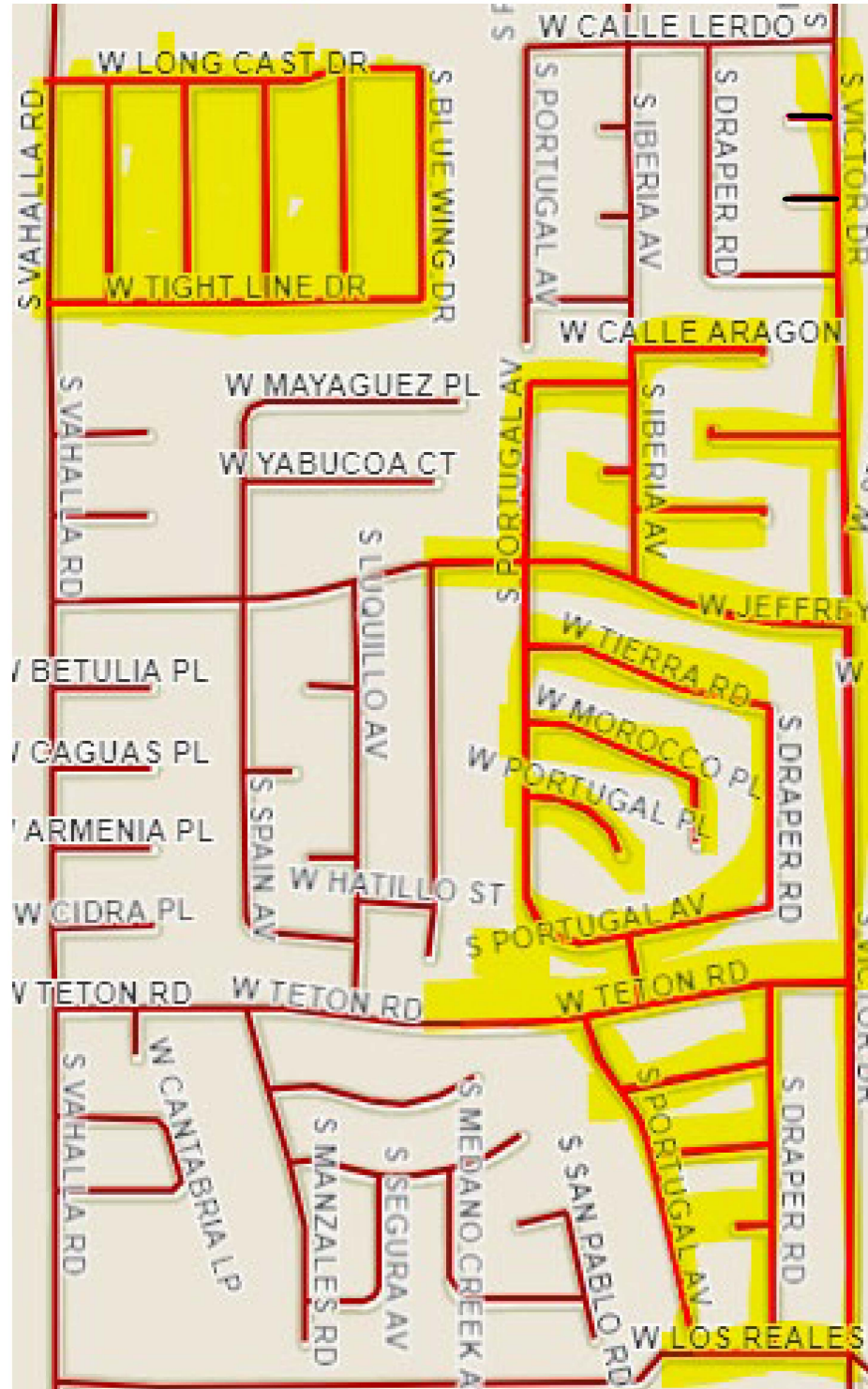
# Exhibit F



# Exhibit F

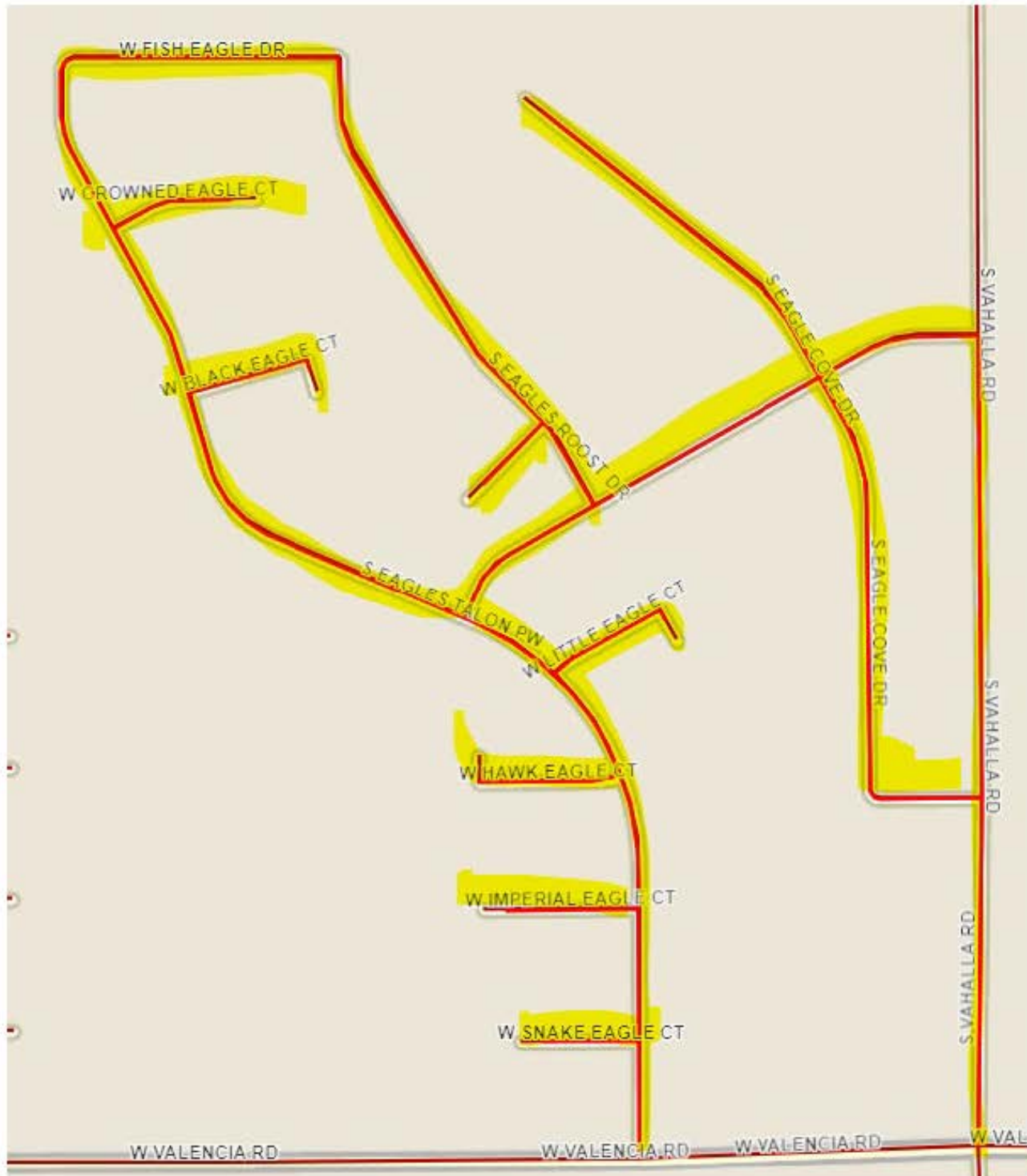


# Exhibit F





# Exhibit F









# Exhibit F

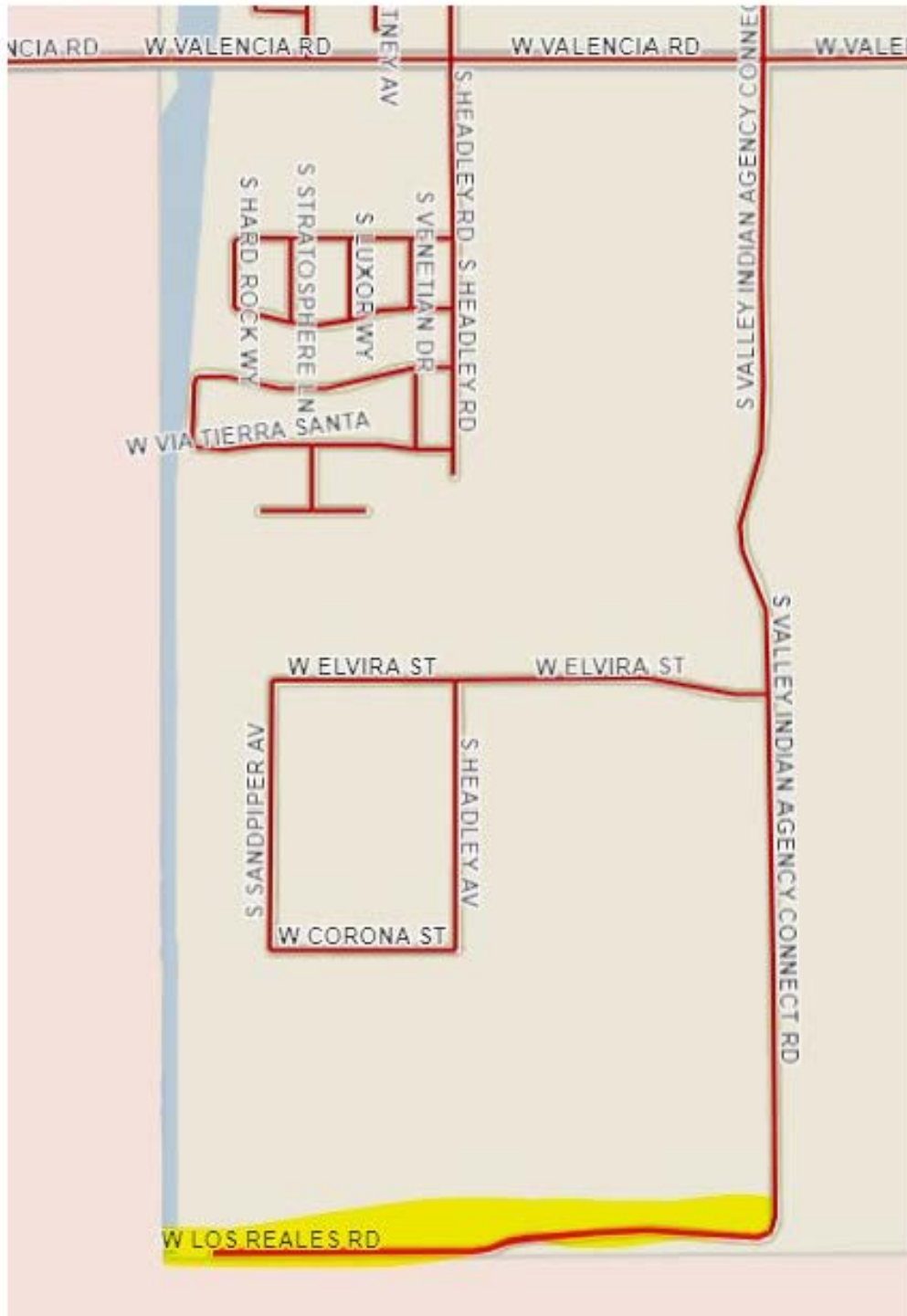
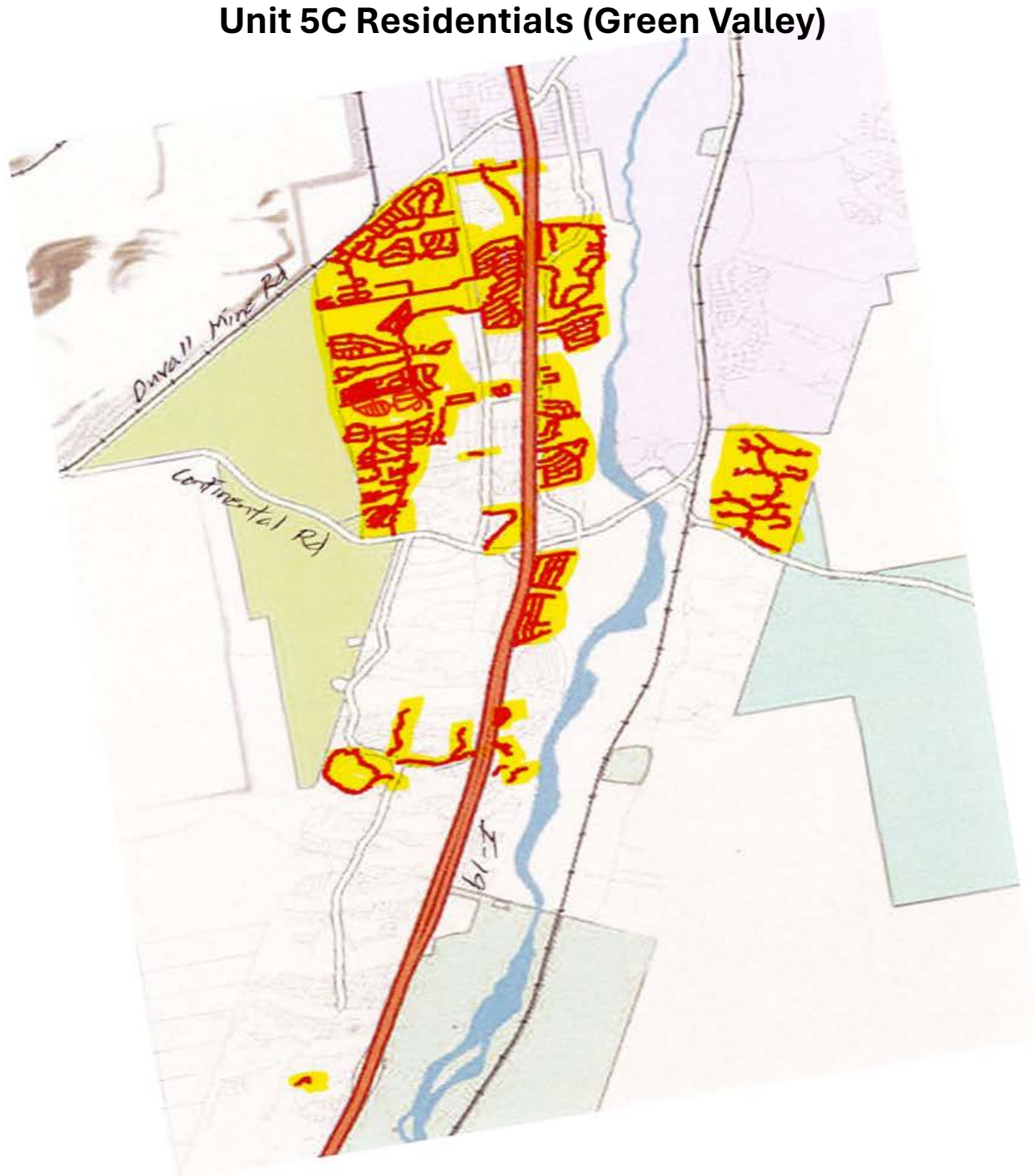


Exhibit F  
Unit 5C Residentials (Green Valley)











# Exhibit F





# Exhibit F

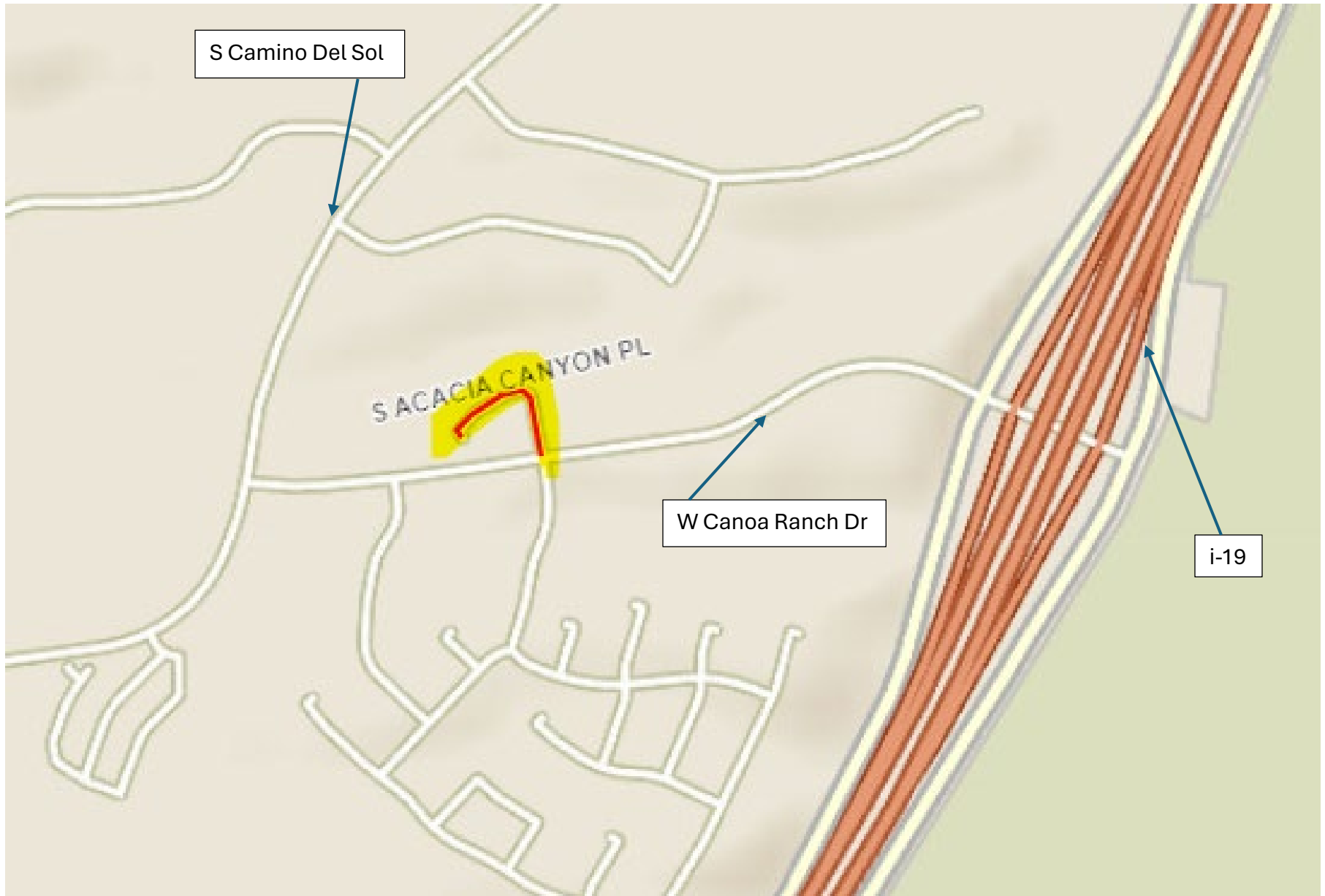




# Exhibit F



# Exhibit F





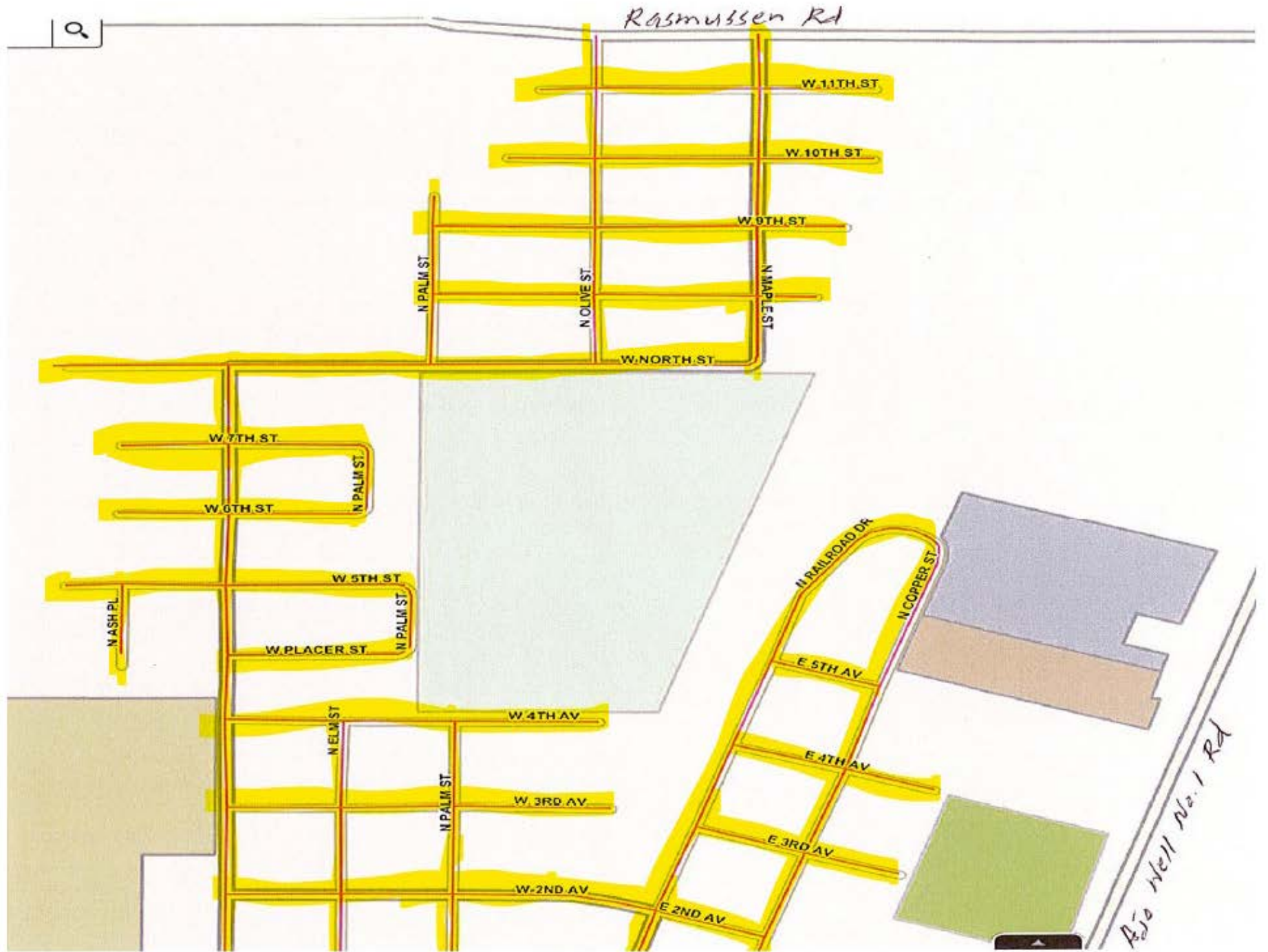


# Exhibit G

## Unit 6A Residentials (Ajo)



# Exhibit G

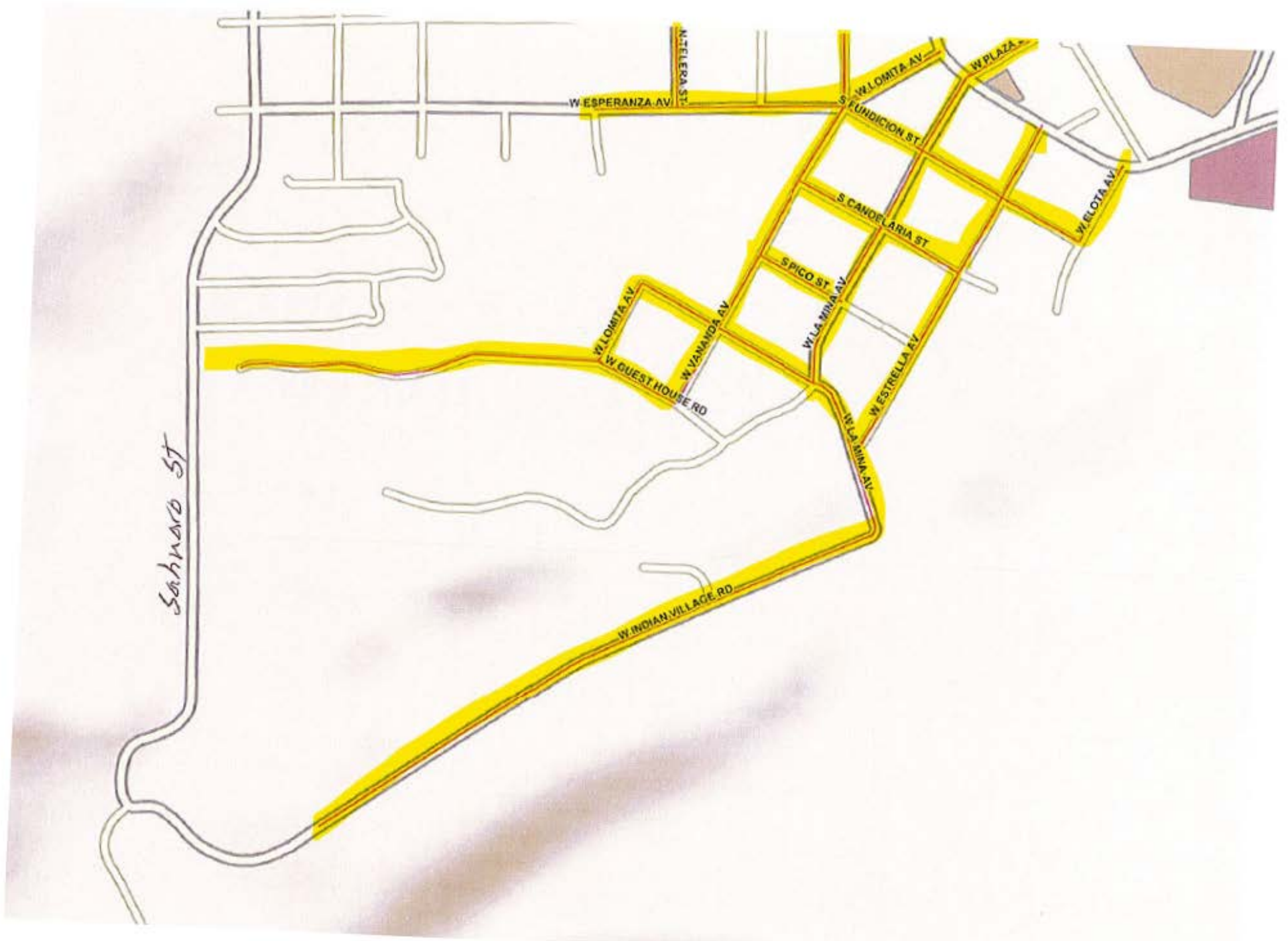








# Exhibit G











Santa Cruz River

NOID NOGALES HY



## Green Valley Dump Location (option 2)

NE Corner of W Helmet Peak Rd and S Mission Rd

For Units 5A South, 5C and 5D







WHELMET PEAK RD

WHELMET PEAK RD

S MISSION RD



# Houghton Dump Location

(Blue dot is a locked gate into the yard)

**For all of Unit 1**









# Ina Road Dump Location

(Blue dot is a locked gate into yard)

**This will be for all of Unit 3, 4A and 4B North. Also for RWRD treatment plant sweeping**







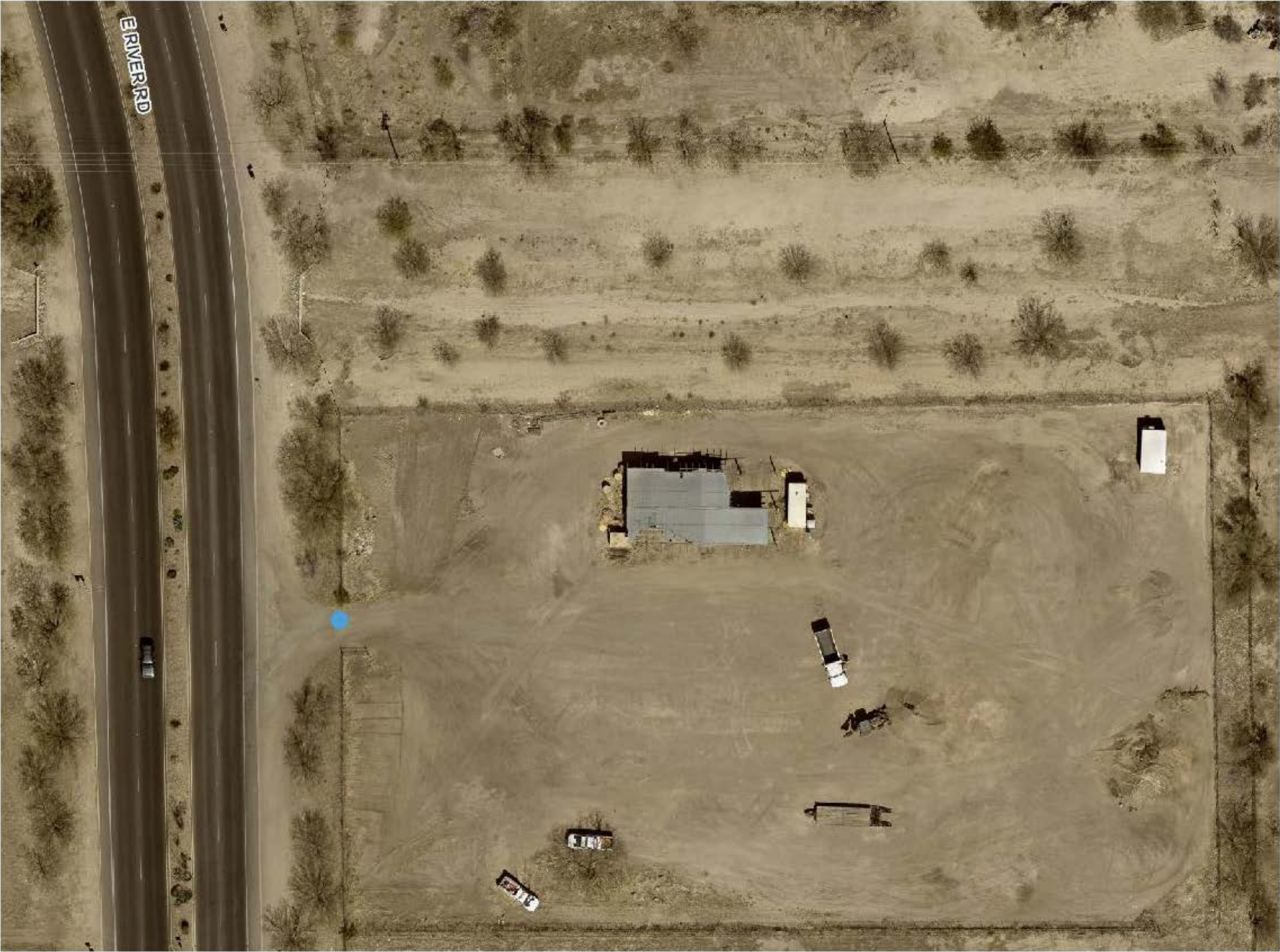
# River Rd Dump Location

(Blue dot is a locked gate into the yard)

For Unit 2









# Snyder Hill Dump Location

Located on W Snyder Hill Rd west of S San Joaquin Rd north of W Ajo Hy

(Blue dot is the locked gate into the yard)

**This will be for Unit 4B South, 5A North and 5B**







W Snyder Hill Rd



# Exhibit I PROCUREMENT

150 W. CONGRESS ST., 5th FLOOR  
TUCSON, ARIZONA 85701  
TELEPHONE (520) 724-8161, FAX (520) 724-3646

## CERTIFICATION OF LIVING WAGE PAYMENTS Effective upon contract renewal in 2024

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; **AND** that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes  No  If no, you must explain all deviations in writing.

Company Name: OFFSITE SWEEPING LLC

Description of Services: ROADWAY SWEEPING

Job Location: COUNTY WIDE

**(PLEASE CHECK ONE(S) THAT APPLY)**

I do hereby agree to pay all eligible employees working on the above listed contract at least sixteen dollars and zero cents (\$16.00) per hour.

**AND/OR**

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than fourteen dollars and thirty-five cents (\$14.35) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on sixteen dollars and zero cents (\$16.00) per hour and the requested monthly wage if no less than fourteen dollars and thirty-five cents (\$14.35) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred eighty-five dollars and ninety nine cents (\$285.99). This equals the one dollar and sixty-five cents (\$1.65) per hour difference.

Providers Name: OFFSITE SWEEPING LLC

Address: 2113 E JACKSON STREET | PHOENIX, AZ 85034

Phone: 480.580.9768 Fax: 480.345.5535

Plan or Program Number: N/A Type of Benefit: N/A

Total premium paid per month: N/A Amount paid by employee: N/A

(Attach pages if needed for additional providers)

COMPANY NAME: OFFSITE SWEEPING LLC

AUTHORIZED SIGNATURE:  DATE: 06/10/2024

CRAIG MORRIS

PRINTED NAME

MANAGING MEMBER

TITLE OF AUTHORIZED

# Exhibit J

## LANE MILES OF SWEEPING

Unit	October	November	December	January	February	March	April	May	June	July	August	September	
1A	8.37		8.37		8.37		8.37		8.37		8.37		50.22
1B			6.97						6.97				13.94
1C					8.56						8.56		17.12
1D					39.21						39.21		78.42
1E					47.73						47.73		95.46
1F		25.6						25.6					51.20
2A		22.59		22.59		22.59		22.59		22.59		22.59	135.54
2B		39.90						39.90					79.80
2C			7.83						7.83				15.66
3A	3.44		3.44		3.44		3.44		3.44		3.44		20.64
3B		51.94		51.94		51.94		51.94		51.94		51.94	311.64
3C			32.28						32.28				64.56
3D					10.37						10.37		20.74
3E	27.01						27.01						54.02
3F		32.95						32.95					65.90
3G					25.18						25.18		50.36
3H			19.90						19.90				39.80
3I	18.00						18.00						36.00
4A	0.24		0.24		0.24		0.24		0.24		0.24		1.44
4B				25.49						25.49			50.98
5A	36.35		36.35		36.35		36.35		36.35		36.35		218.10
5B				97.19						97.19			194.38
5C						60.44						60.44	120.88
5D						2.45						2.45	4.90
6A	12.68						12.68						25.36
<b>District</b>													<b>1817.06</b>
	106.09	172.98	115.38	197.21	179.45	137.42	106.09	172.98	115.38	197.21	179.45	137.42	<b>1817.06</b>

Arterials, Intersections, Bridges are swept every 2 months in Units 1A, 2A, 3A, 3B, 4A & 5A.

Residentials swept every 6 months in all districts.