

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: MARCH 8, 2007

**AGENDA ITEM
D-4
MARCH 14, 2007**

RATIFY 2ND AMENDMENT OF WATER & SEWER MASTER PLAN

ITEM

Ratify amendment of Water and Sewer Master Plan Agreement to add a salary analysis to classification study [ADOPT RECOMMENDATION]

BACKGROUND

The original agreement with Cannon and Associates (Cannon) called for Cannon to develop a Classification Study for all Utility positions but it did not include funding to perform the salary analysis of the positions prescribed by that Classification Study. Staff has requested that Cannon proceed with the salary study so that the Board can consider this information for the FY07-08 Budget and also for recruiting. Attached is Cannon's quote for this added work.

RECOMMENDATION

Staff recommends that your Honorable Board ratify staff's direction to Cannon and authorize execution of the second amendment to our agreement with a \$6,915 increase in the Not to Exceed Expenditure Limit resulting in a new Limit of \$277,279 (\$270,364 plus \$6,915). Staff further requests an amendment to the FY06-07 Budget to transfer \$6,915 from reserves (\$3,457.50 from Town Water and \$3,457.50 from Town Sewer).

ATTACHMENTS –

- CANNON QUOTE



ENGINEERS
PLANNERS
SURVEYORS

February 28, 2007

Mr. Bruce Buel
General Manager
Nipomo Community Services District
148 S. Wilson Street
Nipomo, CA 93444

**PROJECT: NCSD WATER AND SEWER MASTER PLAN UPDATE
REQUEST FOR ADDITIONAL SERVICES – SALARY MARKET SURVEY**

Dear Bruce:

Per your request, we are providing this proposal to conduct a Salary Market Survey for Classifications in the Utility Department of the Nipomo Community Services District. The scope of this Study includes the following subtasks:

- Data Collection (6 classifications, 12 comparator agencies)
- Analysis/Qualitative/Quantitative Spreadsheet Development
- Draft Findings/Additional Analysis/Project Meeting/Study Session
- Internal Job Analysis/Salary Range Placement
- Interim/Final Report Development
- Presentation to District Board/Management

We have included an Additional Services Request form which outlines the proposed services along with a breakdown of hours and corresponding fees. If this meets your approval, please sign and return to our office.

If you have any questions regarding the additional services, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry P. Kraemer".

Larry P. Kraemer, PE
Senior Civil Engineer

364 Pacific Street
San Luis Obispo, CA 93401
Tel: 805-544-7407
Fax: 805-544-3863



ENGINEERS
PLANNERS
SURVEYORS

REQUEST FOR ADDITIONAL SERVICES

Project Name: NCSD Water and Sewer Master Plan Update

Date: February 28, 2007 Client: Nipomo Community Services District

Job No. 060801

Description of Services:

Conduct a Salary Market Survey for Classifications in the Utility Department of the Nipomo Community Services District. The scope of this Study includes the following subtasks (and approximate level of effort):

- Data Collection (6 classifications, 12 comparator agencies) (16 hours)
- Analysis/Qualitative/Quantitative Spreadsheet Development (8 hours)
- Draft Findings/Additional Analysis/Project Meeting/Study Session (4 hours)
- Internal Job Analysis/Salary Range Placement (2 hours)
- Interim/Final Report Development (10 hours)
- Presentation to District Board/Management (10 hours)

Costs: Hourly billing according to Fee Schedule presented in original agreement.

<u>Employee</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Charge</u>
Georg Krammer	Koff & Associates	Lump Sum	Cost + 10%	6,105.00
Larry Kraemer	Senior Civil Engineer	6.0	135.00	<u>810.00</u>

Total Not-to-Exceed (without prior written authorization) _____ \$6,915.00

Contract Time: To be determined at a later date.

Authorization:

In witness whereof, the parties hereto have caused this agreement consisting of the Request for Additional Services, the original signed services agreement, and any other necessary and applicable documents to be executed of the date and year first above written.

Client: NCSD


Cannon Associates

Bruce Buel
General Manager

Michael F. Cannon
President

Date: _____

Date: _____

TO: BOARD OF DIRECTORS
FROM: DAN MIGLIAZZO 
DATE: MARCH 8, 2007

**AGENDA ITEM
D-5
MARCH 14, 2007**

AUTHORIZE RECRUITMENTS OF UTILITY INTERNS FOR FY07-08

ITEM

Authorize Recruitment of Utility Interns for FY07-08 [ADOPT RECOMMENDATION]

BACKGROUND

In FY06-07, we recruited two interns from Nipomo High School for field work to assist crew members in their daily tasks and replacement of hydrants and meters. Essentially, we needed labor help to forward some of the work we have needed to complete. The interns worked through the summer of 2006 and now work part-time during the school year.

Following is the projected cost to NCSD if the program were reauthorized for FY07-08:

**NIPOMO COMMUNITY SERVICES DISTRICT
COST TO NCSD FOR INTERNS**

MAX HOURS OF 960 AT \$10.00 PER HOUR	\$9,600.00
FICA/MEDICARE (\$9,600 X 7.65%)	\$734.40
SUI/ETT (\$7,000 X 2.5%)	\$175.00
W/C INSURANCE (\$9,600/\$100 X 8.5%)	\$8.16
UNIFORM PURCHASE	\$150.00
	<u>\$10,667.56</u>
	X 2
COST FOR TWO INTERNS (MAX 960 HOURS)	<u>\$21,335.12</u>

RECOMMENDATION

It is recommended that your Board give the authorization to advertise at the local high schools and junior colleges for two interns on a part-time basis with a limit of 960 hours maximum each for a 12-month period in fiscal year 2007-2008.

ATTACHMENTS

JOB FLYER



NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET
POST OFFICE BOX 326
NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932
www.nipomocsd.com

EMPLOYMENT OPPORTUNITY FOR STUDENT INTERNS

Employment opportunity for two student interns at Nipomo Community Services District. It is anticipated employment would begin on or near June 19. Job duties will include, but not limited to, the following:

- Weed abatement
- Fire hydrant painting (including preparation)
- Sludge removal
- General repairs and maintenance
- Other duties as assigned

Work Hours

Monday through Friday, 8:00 a.m. to 4:30 p.m. (1/2 hour lunch)

Hourly Rate \$10.00 (no benefits)

- Must possess valid California Driver's License with a satisfactory driving record
- Must successfully pass drug screening and background check

Applications may be obtained at the District Office at 148 South Wilson Street, Nipomo.

Internships attract a new generation of operators

San Diego County Water Authority

According to the American Water Works Association, a trade group for water and wastewater utilities, 35 percent of baby-boom-era utility workers—many with years of experience—will retire in the next decade. Yet in California, few young people are following in their

Interns earn \$10 an hour and work at least 20 hours a week in distribution and treatment positions at one or more of the 16 utility agencies that are offering to host interns this year. The interns rotate through four eight-week modules that cover system operations, system maintenance, water treatment and wastewater treatment.

footsteps. Just 6 percent of the state's 11,000 distribution operators and 3 percent of the 13,000 treatment plant operators are under the age of 30. And in the fast-growing San Diego area, where housing is increasingly expensive, there are about 20 openings a year for operators.

When the utility agencies in San Diego County realized they were largely hiring each other's employees to fill vacancies, they began looking for ways to enlarge the pool of qualified applicants. The San Diego County Water Authority, with the support of general managers in the water industry, developed the San Diego Region Water and Wastewater Internship Program. Partnering with Cuyamaca Community College in El Cajon and Palomar College in San Marcos, the San Diego Region Water and Wastewater Internship Program gives students hands-on exposure to a career in the water and wastewater industry.

Sixteen students from the two colleges enrolled in the program last August. Interns earn \$10 an hour and work at least 20 hours a week in distribution and treatment positions at one or more of the 16 utility agencies that are offering to host interns this year. The interns rotate through four eight-week modules that cover system operations, system maintenance, water treatment and wastewater treatment. For each module, an intern works alongside supervisors and coworkers in office and field environments (excluding confined spaces) and is guided by an assigned mentor at the host agency to review training and performance.

Sixteen public agencies and two corporate partners currently taking part in the San Diego Regional Water and Wastewater Internship program include:

- Fallbrook Public Utility District
- Helix Water District
- Leucadia Wastewater District
- Olivenhain Municipal Water District
- Otay Water District
- Rainbow Municipal Water District
- Rincon del Diablo Municipal Water District
- Santa Fe Irrigation District
- Sweetwater Authority
- Vallecitos Water District
- Valley Center Municipal Water District
- Vista Irrigation District
- Yuima Municipal Water District
- cities of Encinitas, Oceanside and San Diego
- CH2M Hill
- CH2M Hill OMI

(includes South Bay Irrigation District)

Yet he's already hearing from interns who are enthusiastic about their prospects. He recalls one intern who spent an eight-week rotation at the Leucadia district, having returned to school after being laid off from a job in another field. "With that type of education and certification," she told Schempp, "this work is available in any town you go to!"

"I would hire her if we had an opening," Schempp said. ■

To learn more about the San Diego Region Water and Wastewater Internship Program, visit www.h2ointerns.com or contact Lorrie Teates at the San Diego County Water Authority at (760) 480-1991.

In addition to helping shape career goals, the program helps interns make the most of their academic experience. "The program gives them an idea of how to tailor the remainder of their college career," said Leo Schempp of the Leucadia Wastewater District, who serves on the program's internship committee and also teaches wastewater technology courses at Palomar College.

Schempp said the program's organizers haven't set specific goals for increasing the number of qualified applicants for water and wastewater jobs. "We're just taking this first bold step to see how it translates to qualified workers in these fields."

According to the California Community Colleges Chancellor's Office, there are 18 community colleges in California that offer courses in water and/or wastewater technology:

- Citrus College (Glendora)
- College of the Canyons (Santa Clarita)
- College of the Sequoias (Visalia)
- Cuesta College (San Luis Obispo)
- Cuyamaca College (El Cajon)
- Hartnell College (Salinas)
- Imperial Valley College (Imperial)
- Los Angeles Trade Technical College (Los Angeles)
- Mt. San Antonio College (Walnut)
- Mt. San Jacinto College (San Jacinto)
- Palomar College (San Marcos)
- Sacramento City College
- San Bernardino Valley College (San Bernardino)
- Santa Barbara City College
- Santiago Canyon College (Orange)
- Shasta College (Redding)
- Solano Community College (Fairfield)
- Ventura College

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: MARCH 8, 2007

**AGENDA ITEM
E-1
MARCH 14, 2007**

AWARD PARKS SURVEY

ITEM

Award parks survey to Campbell Rinker and authorize execution of agreement [RECOMMEND ADOPTION].

BACKGROUND

In January, your Honorable Board authorized staff to solicit proposals for processing a parks survey. Staff mailed the RFP on January 26, 2007 to three firms. Only one firm, Campbell Rinker responded. Attached is Campbell Rinker's proposal. Campbell Rinker proposal is responsive and the firm appears to be responsible.

Campbell Rinker cost quote on Page 14 sets a base charge of \$13,500 with options that increase the not to exceed total to \$17,450. The option that is truly optional involves \$1,800 in charges for asking the questions in Spanish for Spanish speaking interviewees, translating those responses into English and evaluating the two sets for differences.

RECOMMENDATION

Staff recommends that your Honorable Board award the survey assignment to Campbell Rinker including the Spanish translation option with a total not to exceed expenditure limit of \$17,450. Staff further requests that your Board authorize execution of an agreement with Campbell Rinker and transfer of \$17,450 of property tax reserves to cover the projected cost.

ATTACHMENT –

- PROPOSAL

NCSD – Parks Survey Proposal

Contents

Introduction	2
Scope of Services and Timeline	3
Personnel	6
Experience	9
References	13
Cost	14
Signature Page	15



Introduction

Nipomo Community Services District ("District") seeks a professional survey research firm to orchestrate a random split-sample phone survey of District residents, as well as residents outside of the District but within District's "Sphere of Influence."

The objective of the survey would be to determine the support of these residents for the District to develop neighborhood parks and to determine the willingness of these residents to pay for the ongoing operation of such neighborhood parks.

The work involved is expected to include project management and consulting regarding the overall survey plan for 300 interviews among community residents, writing the questionnaire, obtaining a random list of residents to be surveyed, conducting the survey, analyzing the results, writing an analysis of the results, and presenting the results to the District's Parks Committee and to the District Board of Directors.

Campbell Rinker is well-qualified to perform these functions. The firm has operated for 15 years, has offices in Santa Maria, knows the Nipomo community well (one staff member lives there), and is ready and able to provide strong hands-on client service to the NCSD.

Beyond that, Campbell Rinker brings a wealth of full-service marketing research experience, insight, and energy to the project, having conducted studies for some of the largest and most respected nonprofits in the country. Our firm has also assisted other local governmental and community organizations with their research needs, helping to demonstrate our experience and credentials to the District.

Based on our experience and conversations with Mr. Bruce Buel at the NCSD, the bidder agrees with this plan and believes the scope is appropriate and achievable given the population present in the community. The process Campbell Rinker recommends will allow District to successfully fulfill or exceed the goals established for this project.

Scope of Services and Timeline

Survey Topics

The objective of this research is to determine the level of support among area residents for the District to develop neighborhood parks and to determine the willingness of residents to pay for park operations. Based on conversations with District officials, we recommend using the following list as a starting point for developing the research plan outlined in this proposal.

- › *What services is the District seen as providing?*
- › *How satisfied are residents and others with the District's current services? How important do they consider these services to be?*
- › *How favorable is their opinion of the NCSD at this time?*
- › *Are they aware of the taxes and fees they pay that support District-provided services?*
- › *Where, in their hierarchy of importance, is the issue of developing parks?*
- › *How willing are respondents to support the notion of developing parks? How does that willingness change as the degree of support changes along a continuum of options – from supporting opinions to supporting the idea financially?*
- › *What type of financial support is perceived as most palatable? What level of support does the community perceive as an appropriate exchange for the value they would receive from the parks?*
- › *How do opinions on these topics differ within the District's sphere of influence and outside its sphere of influence?*
- › *What demographic traits and trends are apparent among all respondents? Among specific targeted groups? What new strategies for reaching or cultivating specific demographic target groups are suggested by these trends?*

With further input and collaboration from the District, we believe this list will move the NCSD toward realizing its research objectives. In keeping with the District's stated goals, the plan presented herein outlines the process for a quantitative telephone survey.

Phone Survey

The District wishes to survey at least 300 households, including at least 200 households within the District's current boundaries and 100 outside of District boundaries but within the District's sphere of influence. Campbell Rinker will tabulate all results and provide distinct results for households within the District and the results for households outside of the District. We will do this so that any significant differences in perceptions, attitudes, or opinions might be measured between the two distinct groups.

Per the code of standards adopted by several opinion research industry associations (CMOR, AAPOR, CASRO, MRA), individual questionnaires are to remain confidential and will not be subject to public review.

Campbell Rinker recommends a telephone survey because phone surveys obtain higher cooperation and response rates than other methods of mass research. A phone survey is also timely, it allows surveying in alternate languages, and it minimizes the impact of non-response bias that may be present in an Internet-only or a mail-only study.

Fielding a survey of 300 respondents is expected to deliver a $\pm 5.7\%$ margin of error 19 times in 20. The sample of 100 residents outside the District boundaries but within the District's sphere of influence is expected to deliver a $\pm 9.8\%$ margin of error 19 times in 20.

We recommend a questionnaire of approximately seven minutes in length or less, in order to encourage respondent cooperation and minimize cost.

One questionnaire should be sufficient to accomplish all the goals of the study, though we anticipate having to write up to 15% of the content as a branch of questioning that is unique to District residents. This will enable more detailed information gathering among this group of respondents without a great deal of impact on the overall cost.

Campbell Rinker's custom research services include the following:

- › Submit and manage the project to meet a completion timeline;
- › Meet with District Staff at key points during the survey project;
- › Prepare and submit a draft survey questionnaire to District staff for comment, and submit a revised survey questionnaire final draft to the District for review and approval;
- › Develop and submit the draft protocol for random selection of the sample for households inside the District and households outside the District but within the District's sphere of influence;
- › Obtain and/or compile, with assistance from the District where available, listings of households and respective phone numbers for sample selection. This may involve obtaining records from several sources, including but not limited to market research Random Digit Dial sample (RDD), sample names from District sources, or sample names from other entities;
- › Translate the survey questionnaire as directed by the District into alternate fielding languages. This is a specialized process that involves translating from English to a second language and retranslating from the second language back into English, in order to confirm the accuracy of the translation;
- › Questionnaire programming in English and alternative languages for use by telephone interviewers, to ensure appropriate questionnaire branching, option rotation, and respondent sampling;

- Pre-test the questionnaire among 25 respondents via phone to confirm the accuracy and clarity of questions before rollout fielding;
- Complete at least 300 surveys including at least 200 surveys from households inside the District using highly trained, qualified survey interviewers;
- Include all telephone charges and data cleaning;
- Provide complete statistical analysis – including frequencies, banner reports, and cross-tabulations where appropriate – to allow comparison between key demographic sub-groups;
- Evaluate the results for all surveys, for District households and for Sphere of Influence households including correlations between socio-economic factors and substantive results, prepare a written administrative draft of analysis of results, and submit 10 copies of administrative draft and “pdf” of draft to District for review;
- Finalize written analysis of results and submit 20 copies of final report and “pdf” of final report to the District;
- Present results to District’s Parks Committee;
- Present results to a separate meeting of the District’s Board of Directors.

Timeline

The following timeline identifies some of the specific milestones that Campbell Rinker typically targets during the course of a survey research project. If this project is awarded by March 14 and a contract negotiated forthwith, Campbell Rinker could deliver a presentation of the final results before June 31, 2007 as outlined in the District’s Request for Proposal.

Activity (Primary Responsibility)	Week of
Schedule initial consultation (CR, NCSD)	03/14/06
Initial Consultation (CR, NCSD)	03/20/06
Submit List Recommendation (CR)	03/20/06
Submit Draft Questionnaire (CR)	03/27/06
Approve Sample Recommendation (NCSD)	03/27/06
Obtain and Check Sample Data (CR)	04/03/06
Approve Questionnaire and Screener (NCSD)	04/17/06
Program and Pre-Test Survey (CR)	04/17/06
Conduct Survey Interviews (CR)	04/24/06
Check and Clean Data (CR)	05/08/06
Analyze Data and Deliver Statistical Reports (CR)	06/05/06
Produce Quantitative Research Report (Campbell Rinker)	06/12/06
Presentation (CR, NCSD)	06/19/06



Personnel

Our Management and Staff

Campbell Rinker has produced research and analysis for nonprofit clients as diverse as Mercy Corps, Catholic Relief Services, the American Red Cross, University of Michigan, Houston Grand Opera, Save the Children, UCLA School of Law, the Corcoran Gallery of Art in Washington D.C., Children's Memorial Hospital in Chicago, World Vision and hundreds of other nonprofits around the country.

Campbell Rinker maintains a very flat organizational structure. All employees report directly to Dirk Rinker, the company president.

Dirk Rinker succeeded founder Bruce Campbell as President and owner in December, 2003. He joined the firm in early 1999. He has been active in the field of nonprofit direct marketing analysis, research and fundraising since 1983, including 11 years at the Russ Reid Company.

Role: Design Team Lead

Location: Dirk works out of the Valencia headquarters

Resume: Please see his resume at the end of this section

Justin Cross, Project Director, has been with Campbell Rinker since 2002 and has served in his current position, Project Director, since 2003. Justin's areas of expertise include syndicated research, marketing analysis, information technology, and administration. He holds a B. S. in Business Administration from California State University.

Role: Project Manager

Location: Justin works out of Campbell Rinker's Santa Maria office

Duncan Millar, Vice President, joined Campbell Rinker in 2007. Previously, Duncan launched the marketing research department at an international building industry trade association. He brings to the firm 18 years of experience in business development and international marketing, including 11 years in marketing research with organizations that include Maritz Research and his own research consulting firm. Duncan has extensive experience working with American and foreign government agencies. In addition to his recent work in nonprofit membership and publishing, Duncan has consulted with firms as varied as Microsoft, Earthlink, BP/Arco, Federal Home Loan Bank, Starbucks, Mattel and Oakley. He taught marketing at California State University, Fullerton, speaks fluent Russian, and holds degrees from the University of California, San Diego and

the University of Glasgow, Scotland. Duncan operates out of the Valencia headquarters.

Role: Questionnaire reviewer

Location: Duncan works out of the Valencia headquarters

Jim McGee, Consulting Vice President, is a keen statistician with broad experience in both quantitative and qualitative research. In his work for Campbell Rinker, he has aided clients such as the Alumni Association of the University of Michigan, City of Santa Maria, San Luis Obispo County, the University of Iowa, Healthy Communities, and the San Luis Obispo Convention and Visitors Bureau. In addition, he has served powerhouse organizations such as the US Army, AARP, and Federal Express. Jim holds an M.S. degree in Marketing Research from the University of Texas at Arlington. He has worked with Campbell Rinker since 2000.

Role: Possible input into questionnaire design

Location: Jim works out of his office in Colorado Springs, CO

Jennifer Spencer, Project Director, has been with Campbell Rinker since 1995 and has served in her current position, Project Director, for the last four years. She specializes in qualitative and quantitative research design, including online and in-person focus groups, online surveys, telephone surveys, and intercept surveys. She graduated summa cum laude from Biola University with a B. A. in Psychology.

Role: Programming and survey reporting

Location: Jennifer works out of her office in Pomona, CA

Resume
C. Dirk Rinker

(888) 722-6723 x 120 ■ rinker@campbellrinker.com
25600 Rye Canyon Road, Suite 202, Valencia, CA 91355

December 2003 - Present

President, Campbell Rinker, Valencia CA – Responsible for the day-to-day operations, corporate oversight, sales and management of small business marketing research enterprise serving approximately 50 clients each year. Increased sales in nonprofit sector by introducing new services and improving brand image, reorganizing and renaming company after sale. Sold company services to dozens of new clients and maintained relationships with past clients. Developed 10 new partnerships with consulting service providers within the nonprofit sector to leverage marketing reach and increase sales opportunities.

February 1999 – December 2003

Vice President, Campbell Research, Santa Maria CA – provided sales support and project direction to 12-20 client projects per year. Helped management weather a collapse in demand for research from nonprofits after the 9/11 terrorist attacks. Aided in expanding company services to include syndicated research as well as customized research services.

August 1987 – December 1998

Media Analyst, Russ Reid Company, Pasadena CA - Responsible for results analysis used to maximize return from mass-market fundraising efforts for all clients – efforts which raised approximately \$370 million annually. Contributed to proposals for new fundraising campaign efforts with data from past efforts. Contributed to efforts for creating and delivering new database services to clients. Managed marketing research efforts as needed on behalf of clients.

August 1985 – June 1987

Advertising Director, Columbia School of Broadcasting, Hollywood CA – managed direct response advertising efforts for the nationwide distance-education brand. Managed budgets for and relationships with 21 service centers around the US. Helped develop new advertising and promotional concepts to foster recruiting and improve current student retention.

September 1983 – June 1985

Marketing Coordinator, Charles E. Fuller Institute, Pasadena CA – supported marketing efforts as needed for a nonprofit organization toward direct mail book and seminar sales.

Education

Dirk earned a B.A. in Advertising with Distinction from San Jose State University.

Personal

Dirk lives with his wife Lori and five children in the Santa Clarita Valley north of Los Angeles. He is a lifelong Californian and enjoys hiking, basketball, photography and playing rock guitar.

Experience

Credible

Campbell Rinker is recognized as a leader in producing quality marketing research. We specialize in studies for nonprofit organizations and their constituents, yet the firm has strong experience in consumer, civic, and business-to-business research as well.



M E M B E R
CASRO
COUNCIL OF AMERICAN SURVEY RESEARCH ORGANIZATIONS

The firm brings core values to each project it delivers. The results are usable and concrete, delivering findings interpreted with care and precision. This gives clients confidence that decisions made from the results will provide the best possible direction.

And, as members of the MRA and CASRO, Campbell Rinker follows a code of ethics designed to set an example for others in the research community.

Confident

A project of this nature is relatively routine for Campbell Rinker. Our systems and standard operating procedures allow us to create survey instruments (questionnaires), manage the data collection process and report on the results with very little oversight on the part of our clients. Our network of vendor relationships ensures that we can obtain third party services such as sample lists and data collection services at very competitive rates and pass the savings along to our nonprofit clients.

On rare occasions, we encounter delays due to unforeseen project difficulties. Examples of such difficulties include the departure of a key client staff member, lack of sample names, low cooperation rate among respondents, difficulty in obtaining approval on project materials by established deadlines, etc.

On other occasions, we find that we need to subcontract a portion of the project such as data analysis or manipulation in order to meet project deadlines. We manage our workload so that we can identify these bottlenecks in advance and still deliver projects on time.

Campbell Rinker polls its clients regarding various measures of client satisfaction. On a scale of one to five with five being best, Campbell Rinker clients rated our timeliness with a score of 4.3 out of 5. Our overall client satisfaction rating is 4.4 out of 5.

Campbell Rinker meets budgets through accurate cost estimating and in the rare cases where it proves necessary, working with the client to circumvent cost overruns through client-approved changes in the scope or design of the research plan.

Capable

When you select Campbell Rinker as your research partner, you receive our experience, our professionalism, and much more...

- *State-of-the-art calling centers featuring computer-aided telephone interviewing software*
- *Interviewers trained in the art and science of donor and member interviews,*
- *Remote silent monitoring for interview quality control,*
- *Live pre-testing of all survey instruments,*
- *SurveySystem™ software for cross-tabulations and banners,*
- *SPSS™ and Sawtooth™ software fully-optimized for advanced analyses,*
- *Proprietary Campbell Rinker software for database analyses,*
- *Full-color reports suitable for boardroom presentations,*
- *On-site presentation of research results and implications.*

Case Studies

Campbell Rinker has experience with a wide range of research areas, including advocacy, civic, community and nonprofit organizations.

One recent project found Campbell Rinker interviewers collecting survey responses among fairgoers at the 2006 San Diego County Fair for California's 22nd District Agricultural Association. Afterwards, the firm launched a public opinion survey among county residents who had not attended, to find out why.

Campbell Rinker is a full-service research agency, offering a complete array of research tools. We tailor our use of proven, innovative research techniques to deliver results to fulfill an organization's specific objectives.

In another instance, Campbell Rinker was called upon to conduct research for ACTION for Healthy Communities. The ACTION for Healthy Communities project is a prime example of a comprehensive evaluation of the needs of the community. The organization's goal is to stimulate dialogue about growing trends and to devise informed strategies for shaping future policies and effective actions.

ACTION for Healthy Communities is a cooperative, collaborative effort of individual agencies and organizations – public and private – that are committed to improving the overall quality of life of San Luis Obispo County. ACTION completed its first benchmark study of community issues in 1999; Campbell Rinker helped the organization conduct follow up research in 2001 and 2003. Reports from those studies are available at <http://www.unitedwayslo.org/action/index.html>.

Other examples of Campbell Rinker work in the area of community benefits assessment and opinion research include projects for tourism entities such as the San Luis Obispo Visitors and Conference Bureau. Our surveys for in the travel and tourism sector often involve conducting surveys of hundreds of visitors or residents. The end goal of these studies is typically to measure the revenue flowing into an area due to transient occupancy taxes or fees and demonstrate the residual value of tourism advertising.

Campbell Rinker has also provided opinion and perception research for First 5 Los Angeles, one of the many county entities supported by First 5 California. In this case, the goal was to determine public opinions and attitudes about certain messages regarding children's health. The firm has conducted ten focus groups for First 5 LA since August 2006, and expects to conduct additional qualitative research groups and a survey of 1,100 Los Angeles County residents to fulfill our current obligations.

Testimonials

"This customer satisfaction survey will be very important for how we focus the efforts of the ICC in the future. It is an important tool in our toolkit."
James Lee Witt, CEO, International Code Council

"The California Society of CPAs has worked with other marketing research firms in the past, and I certainly preferred working with Campbell Rinker."
Clar Rosso, Director of Communications, California Society of CPAs

"Getting at the interests of the City, the Chamber of Commerce, the Visitors and Conference Bureau and the City's advertising agency at the same time was a true feat. All the parties appreciated your professionalism, your ability to take input and your ability to give direction."
Wendy George, City of San Luis Obispo

"Thank you for the fine job you did on the survey of donors and prospects for the [client]. As one who does opinion research for a living, I know good work, and this is good work. While most good firms could generate reliable numbers, the context and texture in which you discussed the results gave far more meaning and utility to the numbers."
Q. Whitfield Ayres, President, Ayres McHenry & Associates

"We were very pleased with the presentation to our Board of Directors. Campbell Rinker gave a highly professional, polished report and answered questions from the board members with great skill and confidence."
Angela Treadway, Director of Operations, Presbyterian Lay Committee

Selected Clients

Campbell Rinker has served literally hundreds of clients over the past 15 years. Here are some of the more recent, for whom we have done work similar to that proposed for the Nipomo Community Services District.

22nd District Agricultural Commission	Presbyterian Lay Committee
ACTION for Healthy Communities	Prison Fellowship
Boy Scouts of America	Salvation Army
California State University System	San Francisco Symphony Orchestra
Cisco Systems	San Luis Obispo County VCB
City of San Luis Obispo	Santa Fe International Folk Art Market
City of Santa Maria	St. Mary's University
Concerned Women of America	State University of New York
Corcoran Gallery of Art	The Bowery Mission
First 5 LA	The Carter Presidential Center
Fred Jordan Mission	Tiger Woods Foundation
Hale House	UCLA School of Law
Intuit	Union Rescue Mission
Irving CVB (TX)	United Way of Greater Los Angeles
Japanese American National Museum	University of Michigan College of
Lutheran Home	Engineering
Lutheran Social Services	Vallejo VCB
Microsoft	Voice of America
Morro Bay Chamber of Commerce	Wildlife Conservation Society
Museum of New Mexico Foundation	Yosemite Sierra VCB
Paso Robles VCB	

Some of these clients were served in cooperation with consulting partners



References

City of San Luis Obispo

Shelly Stanwyck
Assistant City Administrative Officer
San Luis Obispo, CA
(805) 781-7174
sstanwyc@slocity.org

Campbell Research conducted survey research among past and prospective tourists to San Luis Obispo.

SLO County Visitors Bureau

Jonni Biaggini
Executive Director
San Luis Obispo, CA
(214) 706-1422
jonnib@slonet.org

Campbell Rinker has provided surveys and analysis to the SLO CVB for several years. Our last project was a survey that captured about 400 responses from visitor information inquirers.

First 5 LA

Nancy Fareed
Acting Director of Public Affairs
Los Angeles, CA
(213) 482-7555
nfareed@first5LA.org

First 5 Los Angeles has worked with Campbell Rinker to conduct focus groups among Los Angeles County residents on topics related to public services delivered and desired.

Cost

Telephone Survey

The cost to survey 300 residents by telephone with a seven-minute survey questionnaire is \$13,500, including the cost of preparing and delivering two presentations to District staff. Other costs typically encountered in a public opinion survey of this type include the following ...

- › Names list rental, expected to cost \$750.
- › The cost of open-ended questions is also additional. For a survey of this scope, each open-ended question will cost \$425. We recommend allowing for five open-ended survey questions. (Questions requiring a numeric response or "Other (specify)" items in a battery are not considered open-ended.)
- › Fielding the questionnaire in additional languages, costs \$1,500 for translation, programming, and specialized fielding per-language. The ethnic composition of Nipomo and the surrounding area is largely English-speaking. However, it may be desirable to translate this survey and provide for Spanish-language fielding in order to adequately represent any minorities who might be present.
- › Translating and coding non-English open-ended questions is charged at a rate of \$1.00 per open-end response. These charges are unlikely to add more than \$300 to the cost of the project.

Considering these other costs, the total cost of the assessment survey is not expected to exceed \$17,450.

Client Responsibilities

This bid is valid for 90 days. Work commences upon payment of the first invoice.

Campbell Rinker invoices survey projects 65% upon project approval and the balance upon submission of the final research report.

Signature Page

This proposal is submitted by Campbell Rinker, a recognized dba of Rinker Enterprises, Inc., a California corporation. This proposal and the recommendations and statements contained herein are submitted with the full knowledge and agreement of Campbell Rinker staff and officers.

The bid in this proposal document is valid through May 16, 2007.

Signature of authorized person

A handwritten signature in black ink, appearing to be 'C. Dirk Rinker', written over a horizontal line.

C. Dirk Rinker
President and CEO

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: MARCH 8, 2007

**AGENDA ITEM
E-2
MARCH 14, 2007**

AWARD DESIGN OF THE SOUTHLAND SHOP UPGRADE TO KORNREICH ASSOCIATES AND AUTHORIZE EXECUTION OF AGREEMENT

ITEM

Award design of the Southland shop upgrade, to Kornreich Associates and Authorize execution of agreement [RECOMMEND ADOPTION]

BACKGROUND

In FY05-06, staff had begun the process planning for upgrades that would be necessary for the Southland Shop site and the Board appropriated funding to initiate the upgrade process. Staff used a competitive process to select Kornreich Associates to prepare the initial design and that design was presented to the Board as the basis for environmental review. Your Honorable Board completed the environmental process in January and authorized staff to bring back this proposal for design services.

Attached is a proposal from Kornreich Associates with Garing Taylor Associates to prepare the design up to processing of bids for construction. As detailed in the proposal, Kornreich is willing to perform the described work on a time and materials basis with a not to exceed expenditure limit of \$33,790. This proposal does NOT include construction management.

RECOMMENDATION

Staff recommends that your Honorable Board award the design to Kornreich Associates to perform the services set forth in the proposal on a time and materials basis with a not to exceed expenditure limit of \$33,790 and authorize the President to execute an agreement with Kornreich Associates for the Southland Shop upgrade.

ATTACHMENT

- PROPOSAL

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2007\KORNREICH AGREEMENT.DOC

March 1, 2007

Mr. Bruce Buel
Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444



Re: Architectural services for working drawings for an addition and tenant improvement drawings for your NCS D shop facility at 509 Southland Street in Nipomo, CA.

Dear Bruce:

Per your request, I have put together a proposal to complete the working drawings and coordination of bidding services for an addition to 2875 square foot NCS D shop facility in Nipomo.

The project includes:

- 2,210 sf of additional office space.
- 1,925 sf for five new service/storage bays on the north end of the building.
- 10'-0" wide 685 sf lean-to covering off of the south end of the building for additional storage.

The addition will be built with a pre-fabricated metal building to match the existing building. You want to improve the entry to the shop facility with nicer, clearer signage and some spot planting and boulder-scape around the entry. You may want to re-direct the entry driveway and put in a new motorized keypad operated sliding gate. You want to surround the yard and the drainage basin with a 6' chain link fence with three-strand barbed wire above. You will add a gate across the road out to the wastewater yard and add screen landscaping between the yard and the freeway. You will pave over all surfaces not yet paved within the yard. You will also like to add three or four poured concrete bins for storage of AC, base and sand.

The working drawings for the addition will *not* include a foundation design or shop drawings for the metal building system since this will be left to the general contractors bidding the project. We will use an electrical and mechanical engineer for the interior power, lighting, plumbing, heating and ventilation needs and a landscape architect to do the landscape designs.

This proposal assumes that Jim Garings office will complete the civil engineering for the grading, drainage, erosion control, utilities and any necessary utility coordination.



**KORNREICH
ARCHITECTS**
COMMERCIAL
RESIDENTIAL

805-543-6680
1135 Marsh Street
San Luis Obispo
California 93401
fax 805-543-1198
gkornreich@charter.net

Nipomo Community Services District shop facility proposal
March 1, 2007
Page Two

I have estimated the fee as follows:

Working Drawings:

Architecture:	\$15,000.00
Electrical Engineering:	\$5,000.00
Mechanical Engineering: Heating and AC	\$3,000.00
Mechanical Engineering: Plumbing	\$3,000.00
T24 Energy and lighting calculations:	\$ 750.00
<u>Landscape Architecture:</u>	<u>\$2,340.00</u>
Total Working Drawings phase:	\$29,090.00

The working drawings fee breaks down into the following phases:

30% submittal:	\$8,727.00
90% submittal:	\$17,454.00
<u>100% submittal:</u>	<u>\$2,909.00</u>
Total Working Drawings:	\$29,090.00

Bid Services:

Architecture:	\$4,200.00
<u>Landscape Architecture:</u>	<u>\$ 500.00</u>
Total Bid Services:	\$4,700.00

Construction Administration:

Per your request construction administration services will be negotiated separately.

This proposal includes site plan, floor plans, exterior elevations, sections, reflected ceiling and lighting/mechanical plans, finish schedule, door and window schedules, restroom plans, interior elevations and sheet specifications.

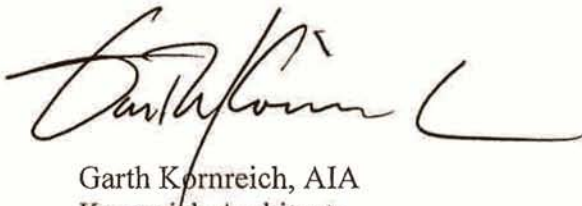
This proposal does *not* include a detailed project cost estimate for the building.

We will coordinate the submittal of plans to the County Building Department for approval of the building permit and follow it through to building permit issuance. I bill once a month based on a percentage of the work completed. Please refer to the attached "Exhibit A" for additional terms and conditions that are incorporated and made a part of this agreement by reference.

Nipomo Community Services District shop facility proposal
March 1, 2007
Page Three

If this proposal is acceptable please sign and return a copy to me. I look forward to the possibility of working with you!

Sincerely,

A handwritten signature in black ink, appearing to read "Garth Kornreich", with a long horizontal flourish extending to the right.

Garth Kornreich, AIA
Kornreich Architects

Accepted: _____

Date: _____

EXHIBIT "A"

TIME:

The Architect shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect does not warrant or guarantee the completion of the design phases or the construction documents phase by a certain date.

OWNERSHIP OF DRAWINGS:

All documents produced by the Architect under this agreement shall remain the property of the Architect and may not be used by the Client for any other endeavor without the Architect's written consent.

EXCLUSIONS TO THE SCOPE OF SERVICES:

The Client shall provide the following information or services, if required, for performance of the work. The Architect assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should I be required to provide services in obtaining or coordinating compilation of this information, such shall be charged as Extra Services. The following services are not a part of this contract and would be billed separately:

1. Topography and boundary survey.
2. Soils and/or geological investigation if necessary.
3. Archeological studies if necessary.
4. Civil Engineering.
5. Detail building cost estimates.

FEES FOR PROFESSIONAL SERVICES:

Services outlined under the Scope of Services or under Extra Services shall be provided on a time basis computed as follows:

Garth Kornreich	\$105.00 per hour
Production Assistants	\$55.00 - \$75.00 per hour

REIMBURSABLE COSTS:

The following costs shall be reimbursed at 1.15% of direct costs and are not included in the Fee for Professional Services:

- A. Costs of 12x18 and 24x36 plots, copies of drawings, specifications, reports and cost estimates that are furnished in connection with the work of this contract.
- B. Long distance telephone charges made and postage used in connection with this project.

EXTRA SERVICES:

Extra Services shall be provided on a time basis as stated above. Extra Services include, but are not limited to:

1. Revisions and changes in approved drawings as requested by the Client.
2. Preparation of final as-built drawings of the built project as authorized by Client.

Extra services will be billed only for services authorized by the client prior to commencing work.

STATEMENTS:

Fees for Professional Services shall be billed monthly or at the completion of each phase. Invoices are due upon receipt. A service charge of 1.5% per month will be applied to all accounts over 30 days. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

INDEMNIFICATION:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

DISPUTE RESOLUTION:

All claims or disputes between the parties to this Agreement, shall be decided by arbitration in accordance with Code of Civil Procedure, Section 1280, et seq., and such arbitration shall be conducted in San Luis Obispo County. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof. The parties specifically agree that the Architect may pursue his rights to preserve claims under Civil Code Section 3180, et seq. without the need for first initiating arbitration. In the event that the Owner or the Architect pursues arbitration or other judicial relief in connection with this agreement, the prevailing party shall be entitled to recover any attorneys' fees as well as costs of pursuing said action.

LIMITATION OF LIABILITY:

In recognition of the relative risks and rewards of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of his agreement from any cause, shall not exceed the amount of the fee.

TERMINATION:

This agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

REVOCATION:

This proposal shall be considered revoked if acceptance is not received within 30 days of the date hereof.

MISCELLANEOUS PROVISIONS:

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BBB*
DATE: MARCH 8, 2007

**AGENDA ITEM
E-3
MARCH 14, 2007**

REVIEW IMPLEMENTATION OF SP MAINTENANCE SWEEPING AGREEMENT

ITEM

Review implementation of SP Maintenance Street Sweeping Agreement [Provide Policy Guidance]

BACKGROUND

In 2006, your Honorable Board awarded a Street Sweeping agreement (attached) to SP Maintenance. In February, your Board withheld payment of SP Maintenance's February Invoice (attached) and directed staff to work with SP Maintenance to determine if they were fully executing their responsibilities. Staff held several discussions with SP Maintenance staff and then on February 27, 2007 Faith Watkins followed the sweeper as the sweeper did the quarterly sweeping. Attached is Faith's memorandum documented her observations. Staff has corrected the improper disposal problem observed by Faith Watkins.

Also attached is a copy of SP Maintenance's March Invoice.

RECOMMENDATION

Based on the discussions and the observation, staff believes that SP Maintenance is performing their assignment. Staff requests that your Honorable Board authorize payment of the two invoices. As set forth in the agreement, you have the right to cancel the agreement with proper notice. You may also wish to provide further instructions to staff regarding interaction with SP Maintenance.

ATTACHMENTS –

- SP Maintenance Agreement
- February Invoice
- Memo documenting observations on Feb. 27th Sweeping
- March Invoice

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2007\SP Maint Review.DOC

NIPOMO COMMUNITY**BOARD MEMBERS**

LARRY VIERHEILIG, PRESIDENT
 MICHAEL WINN, VICE PRESIDENT
 JUDITH WIRSING, DIRECTOR
 CLIFFORD TROTTER, DIRECTOR
 ED EBY, DIRECTOR

**SERVICES DISTRICT****STAFF**

EDWARDKREINS, GENERAL MANAGER
 LISA BOGNUDA, ASSISTANT ADMINISTRATOR
 JON SEITZ, GENERAL COUNSEL

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
 (805) 929-1133 FAX (805) 929-1932 Website address: NipomoCSD.com

June 28, 2006

Sean St. Dennis
 SP Maintenance Services, Inc.
 734 Ralco Way
 Arroyo Grande, CA 93420

SUBJECT: NCS D STREET SWEEPING AGREEMENT & STREET SWEEPING

Dear Sean:

Attached is your original fully executed Agreement for street sweeping paved streets within NCS D from July 2006 through June 2009 including the Standard Specifications that were previously included in the Request for Proposal. As set forth in the agreement, please note the following:

1. Section IVC of Exhibit A obligates NCS D to provide water to you for dust control through a Fire Hydrant Meter. We request that you pick up your meter at the office and access water at the hydrant located next to the NCS D Office at the West End of Dana.
2. Section IVD of Exhibit A obligates SP Maintenance to provide NCS D with the dust control usage rates for your vehicles and to report dust control water consumption along with your invoices.
3. Section VK obligates SP Maintenance to display placards on your equipment while you are sweeping within NCS D.
4. Section X obligates SP Maintenance to dispose of debris at the Santa Maria Transfer Station or another properly established disposal site.
5. Section XIIF obligates SP Maintenance to provide to NCS D original additional insured endorsements for all of the insurance coverages set forth in Section XII. Please note that these endorsements are in addition to and not the same as the certificates of coverage.

In addition, we discussed the division of the quarterly sweeping into three semi-equal areas so that your operators can rotate to each sub-area on a monthly basis. Please provide a map of these three sub-areas for our files. If you have any questions, please don't hesitate to call me.

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT


 Bruce Buel, Projects Assistant

T:DOCUMENTS/PROJECTS/STAFF FOLDERS/BRUCE/LETTERS/060628SPMAINTENANCE

**Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444**

**CONTRACT AGREEMENT BETWEEN
NIPOMO COMMUNITY SERVICES DISTRICT AND
S.P. MAINTENANCE SERVICES, INC.**

Exhibit "A" – Special Provisions

Exhibit "B" – Street Sweeping Schedule

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the Nipomo Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "NCSD" or "District") and S. P. Maintenance Services, Inc., a California Corporation (herein referred to as "Contractor"), with reference to the following Recitals:

RECITALS

A. NCSD desires to retain professional contractor to perform street sweeping services within the District ("Services") as identified in this Agreement.

B. NCSD desires to engage Contractor to provide the Services by reason of its proposal, qualifications and experience in performing such Services, and Contractor has offered to provide the Services on the terms, conditions and in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** Bruce Buel, Special Project Manager, at telephone number (805) 929-1133 is the representative of NCSD and will administer this Agreement for and on behalf of NCSD. Sean St. Dennis at telephone number (805)-343-9999 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notices to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

NCSD: Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

Attn: Bruce Buel
Facsimile: (805) 929-1133

CONTRACTOR: S.P. Maintenance Services, Inc.
734 Ralcoa Way
Arroyo Grande, CS 93420
Attn: Sean St. Dennis
Facsimile: (805) 343-9989

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. ATTACHMENTS. Attached to this Agreement are the following Exhibits that are incorporated into this Agreement by reference.

- A. **Exhibit "A"** – Special Provisions
- B. **Exhibit "B"** – Street Sweeping Schedule

4. SERVICES.

A. Contractor agrees to provide the Services in accordance with this Agreement.

B. No claim, potential claim, dispute or controversy, except non-payment by NCSD of undisputed amounts, shall interfere with the progress and performance of the Services or any changes thereto, including any disputed Services, or any changes thereto and any failure of Contractor to proceed shall be deemed a material breach of this Agreement entitling NCSD to all available remedies without further notice pursuant to this Agreement and/or applicable law. Except as provided elsewhere in this Agreement, NCSD shall continue to make payments in accordance with the Agreement.

5. COMMENCEMENT OF SERVICES. Contractor shall commence performance within five (5) days of District's Notice to Proceed.

6. COMPENSATION OF CONTRACTOR.

A. Contractor shall be paid \$20 per curb mile actually swept in accordance with the standards set forth in Exhibit "A" and the schedule set forth in Exhibit "B".

B. Contractor shall submit invoices no more often than monthly for Services performed.

C. NCSD shall review each invoice submitted by Contractor to determine whether it accurately reflects the Services performed in compliance with the provisions of this Agreement. In the event no charges or expenses are disputed, the invoice shall

be approved and paid within forty five (45) days of receipt of the invoice. In the event NCSD disputes any charge or expenses, it shall return the original invoice to Contractor for correction and resubmission, however, the undisputed amount shall be paid as indicated above.

D. Payment to Contractor shall be full compensation for all personnel, materials, supplies, and equipment used in carrying out the Services.

E. Payment of an invoice by NCSD shall not constitute acceptance of defective Services, and NCSD's failure to discover or object to any unsatisfactory Services or billing prior to payment will not constitute a waiver of NCSD's right to:

1. Require Contractor to correct such work or billings; or
2. Seek any other legal remedy.

F. NCSD may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect NCSD from loss, including costs and attorneys' fees, on account of (1) defective or deficient Services not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Contractor to make payments properly to its employees or sub-Contractors; or (5) Contractor's failure to adhere to the Schedules or to achieve sufficient progress with the Services such that Contractor is unlikely to achieve timely compliance.

7. STATUS OF CONTRACTOR.

A. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of NCSD. Contractor shall have no authority to bind NCSD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against NCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by NCSD.

B. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither NCSD, nor any elected or appointed boards, officers, officials, employees or agents of NCSD, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, subcontractors, or agents are in any manner officials, officers, employees or agents of NCSD.

C. Neither Contractor, nor any of Contractor's officers, employees, subcontractors, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to NCSD's employees. Contractor expressly waives any claim Contractor may have to any such rights.

8. PERFORMANCE STANDARDS.**A. Compliance with laws.**

Contractor shall, at its sole cost and expense:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the Services to be performed by Contractor under this Agreement;

(2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the Services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees and subcontractors to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(4) Immediately report to the NCSD's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

B. Standard of Performance. Contractor represents that it has the skills, expertise, equipment and licenses necessary to perform the Services required under this Agreement.

C. The NCSD, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

9. FAMILIARITY WITH SERVICES TO BE PERFORMED. By executing this Agreement, Contractor represents that Contractor (a) has thoroughly investigated and considered the Services to be performed; (b) has carefully considered how the Services should be performed; (c) fully understands the difficulties and restrictions attending performance of the Services under this Agreement; and (d) that the compensation referenced in Exhibit "B" is adequate for the Services to be performed by Contractor.

10. TAXES. Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Contractor.

11. CONFLICT OF INTEREST. Contractor covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Contractor has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of NCSD or which would in any way hinder Contractor's performance of Services under this Agreement. Contractor further covenants that in the performance of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the prior express written consent of the NCSD Manager. Contractor agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the NCSD in the performance of the Services.

12. RESPONSIBILITIES OF NCSD. NCSD shall provide all information reasonably necessary by Contractor in performing the Services provided herein.

13. OWNERSHIP OF DOCUMENTS.

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by NCSD that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of NCSD or its designees at reasonable times to such books and records; shall give NCSD the right to examine and audit said books and records; shall permit NCSD to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, maps, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of the NCSD and may be used, reused, or otherwise disposed of by the NCSD without the permission of the Contractor. With respect to computer files, Contractor shall make available to the NCSD, at the Contractor's office and upon reasonable written request by the NCSD, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

14. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and hold harmless NCSD, the NCSD Board of Directors, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses of any kind, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, breach of professional responsibility, bodily injury, death, personal injury, property damage, loss of use, or property loss

however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Contractor, its officers, employees, agents, subcontractors, or vendors in performing Services pursuant to this Agreement. It is further agreed, Contractor's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of NCSD, the NCSD Board of Directors, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of NCSD, its officers, employees or agents. Payment by NCSD is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and NCSD, as to whether liability arises from the sole negligence of the NCSD or its officers, employees, agents, subcontractors or vendors, Contractor will be obligated to pay for NCSD's defense until such time as a final judgment has been entered adjudicating the NCSD as solely negligent.

B. The above indemnification provisions of subsection A, above, shall specifically extend to the liability of claims, suits and actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended from time to time (CERCLA).

C. The indemnification provisions of subsection A, above, shall specifically extend to actions filed in State Court, Federal Court, arbitration, administrative proceedings and regulatory proceedings.

D. Neither termination or expiration of this Agreement shall release Contractor from its obligations referenced in subsection A, above, as to any claims, so long as the event upon which such claims are predicated shall have occurred prior to the effective date of such termination or expiration and arose out of or was in any way connected with performance or operations under this Agreement by Contractor, its employees, agents or subcontractors, or the employee, agent or Contractor of any one of them.

E. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in the Agreement does not relieve Contractor from liability referenced in this Section. The obligations of this Section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages, claims, liabilities or expenses, or claims for damages, liabilities or expenses.

15. INSURANCE.

Contractor and its subcontractors shall procure and maintain insurance with companies authorized to do business in the State of California as referenced in Exhibit "A".

16. PERSONNEL.

A. The Contractor represents that it has, or will secure at its own expense, all personnel, sub-Contractors and/or subcontractors required in performing the Services under this Agreement. All of the Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the Services shall be qualified to perform such Services.

B. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's employees, associates and subcontractors assigned to perform the Services required under this Agreement.

17. TERMINATION.

A. If Contractor at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the Schedules referenced in the Exhibits, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without NCSD's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Contractor shall be in default.

B. If Contractor fails to cure the default within seven (7) calendar days after written notice thereof, NCSD may, at its sole option, take possession of any documents, files, and (a) provide any such Services, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Contractor under this Agreement; or (b) immediately terminate Contractor's right to proceed with the Services.

C. In addition to the foregoing right to terminate for default, NCSD reserves the absolute right to terminate the Services authorized by this Agreement without cause ("Terminate for Convenience"), upon ten (10) calendar days written notice to Contractor. In the event this Agreement is terminated pursuant to this Section, NCSD shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the NCSD. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the NCSD pursuant to Section 6.

D. If this Agreement is terminated by NCSD for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under Section C, above, and Contractor shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

E. Should NCSD fail to pay Contractor undisputed payments set forth in Section 6 above, Contractor may, at Contractor's option, suspend its Services if such

failure is not remedied by NCSD within thirty (30) days of written notice to NCSD of such late payment.

18. NCSD NOT OBLIGATED TO THIRD PARTIES. NCSD shall not be obligated or liable for payment hereunder to any party other than the Contractor.

19. NON-DISCRIMINATION. Contractor shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

20. UNAUTHORIZED ALIENS. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or Services covered by this Agreement, and should the any liability or sanctions be imposed against NCSD for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse NCSD for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by NCSD. Contractor shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

21. PREVAILING WAGE. Contractor shall keep informed and take all measures necessary to ensure compliance with Labor Code requirements, including, but not limited to Section 1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code Section 1720.4) and payment of prevailing wages to workers and professionals for work done under this Agreement, as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code Part 7, Chapter 1, Article 2. Copies of prevailing wage determinations are on file at NCSD offices or otherwise available on the Web at www.cslp.ca.gov.

22. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than NCSD without prior written authorization from the District Manager, except as may be required by law.

B. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District Manager or unless requested by the District Legal Counsel of NCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the

work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives NCSD notice of such court order or subpoena.

C. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then NCSD shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

D. Contractor shall promptly notify NCSD should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there-under. NCSD retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with NCSD and to provide NCSD with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by NCSD to control, direct, or rewrite said response.

23. ASSIGNMENT. The expertise and experience of Contractor are material considerations for this Agreement. NCSD has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the District Board of Directors. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling NCSD to any and all remedies at law or in equity, including summary termination of this Agreement. NCSD acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

24. COSTS AND ATTORNEY'S FEES. Except for disputes that are resolved by non-binding mediation, the prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

25. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

26. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such

provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

27. REMEDIES NOT EXCLUSIVE. Except for disputes related solely to the payment for Services performed by Contractor, no remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

28. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of NCSD and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

29. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES. No officer or employee of NCSD will be personally liable to Contractor, in the event of any default or breach by the NCSD or for any amount that may become due to Contractor.

30. INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

31. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

32. NO WAIVER OF DEFAULT. No delay or omission of NCSD to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to NCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of NCSD.

33. ENTIRE AGREEMENT AND AGREEMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and Agreement of the parties and there have been no promises, representations, Agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert

that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

34. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

35. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

36. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

37. RECITALS. Recitals A through B are incorporated herein by reference as though set forth at length.

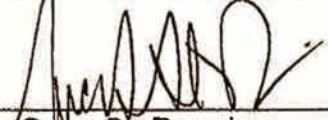
38. AUTHORITY TO EXECUTE. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

////

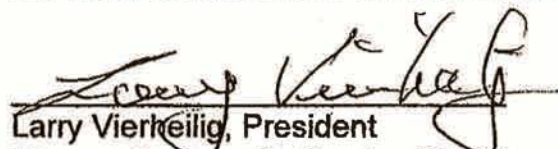
////

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the NCSD.

CONTRACTOR: S.P. MAINTENANCE SERVICES, INC.

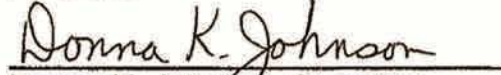
By: 
Name: Sean St. Dennis
Title: President
Date: 4/27/06

NIPOMO COMMUNITY SERVICES DISTRICT


Larry Vierheilig, President
Nipomo Community Service District
Board of Directors

Date: 6-28-06

ATTEST:


Donna K. Johnson, Secretary
to the Board of Directors

Date: 6-28-06

SPECIAL PROVISIONS

SECTION I

Purpose of the Street Sweeping Contract:

To provide a street sweeping service to the NCSD on a regularly scheduled basis, by removing litter, leaves, dirt, and debris from public paved streets. This program shall leave the streets with a presentable appearance and free from dust created by traffic.

It shall be the contractor's responsibility to furnish at his own expense all tools, equipment, labor, material and services necessary for the satisfactory performance of the work set forth in these specifications.

SECTION II

Contract Period:

Any contract entered into shall be for a period of 36 months commencing on the 1st day of July 2006 and ending on the 1st day of July 2009, unless sooner terminated. The NCSD reserved the right to terminate or suspend this contract at any time as stipulated in Section XIV.

SECTION III

Standards of Service:

- A. The contractor agrees to comply with all applicable provisions of federal, state and/or local laws governing the duties and obligation of businesses and employers.
- B. The standards of performance which the contractor is obligated to perform hereunder are standards considered by the NCSD to be good street sweeping practices. Reference: Street Cleaning Practice, Third Edition. By American Public Works Association.
- C. Street sweepers will operate at suggested manufacturers sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper speed exceed 6 miles per hour.
- D. The contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic.

- E. Sweeping will be done during daylight hours in all residential areas. Downtown and other commercial areas will be swept in morning hours.
- F. The intersections (cross gutter area) along all scheduled streets are to be swept. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed.

SECTION IV

Work Performance:

- A. The NCSD will monitor the work performance of the contractor by randomly choosing ten (10) streets of a regular scheduled route to spot check upon completion of that route. It is understood that if three (3) of the streets do not meet acceptable NCSD standards, the contractor will be required to sweep the entire route again within 48 hours at no cost to the NCSD.
- B. If a spot check determines a single street has not met the standards the operator shall resweep within 24 hours at no cost to the NCSD.
- C. All potable water used for dust control will be provided, at no cost to the contractor through fire hydrants. The NCSD will provide a Fire Hydrant Water Meter that is to be used every time the street sweeping vehicle fills up.
- D. The contractor shall provide to the NCSD, immediately following award of contract, the manufacturers gallons per minute (GPM) rating, for dust control, on each street sweeping unit. The contractor shall record the daily quantity of water used by any or all street sweeping equipment used to clean the regularly scheduled route. The daily totals will then be compared against the monthly metered potable water total to assist in verifying, dust control compliance. If the daily recorded water usage does not meet or exceed the monthly metered potable water total, the NCSD considers this a loss of value and reserves the right to reduce the curb mile rate by 50% for that month.
- E. NCSD staff which observe the sweeping of regularly scheduled routes w/o the use of water for dust control will result in a 50% reduction of the curb mile rate for that day.
- F. Regularly scheduled routes that are not completely swept on the assigned day for any reason except for provisions in Sections VII & VIII will require notification of NCSD residents. The contractor will immediately place and pay for a Notice of Street Sweeping Rescheduling in the Five Cities Times.

Press Recorder. A 1/16" size advertisement stating the reason for rescheduling and the contractors name and phone number shall be included in the notification. The NCSD reserves the right to add or modify the content of the Notice of Street Sweeping Rescheduling. A final draft of the notification must be approved by the General Manager or his designee prior to placement

- G. Failure to sweep one or more streets, on a regularly scheduled route, may result in the NCSD contracting for the clean up of these streets. All contract and administrative costs incurred as a result of this failure to perform will be deducted from the regular monthly street sweeping invoice.
- H. The determination of acceptable NCSD standards will be made by the General Manager and/or his Designee.

SECTION V

Equipment:

- A. All equipment used for the performance of this contract shall be standard heavy-duty mechanical broom sweeping or air/vacuum equipment necessary to properly clean streets and alleys of litter, dirt, rocks, leaves and other debris. Equipment shall be properly maintained both as to condition and appearance so as to insure a high level of street sweeping services.
- B. Sweeping equipment as well as disposal trucks shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles and the California Highway Patrol.
- C. Machines must be maintained both mechanically and visually throughout the term of this agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers.
- D. Machines must be equipped with an adequate water spray system for dust control.
- E. All units shall be clearly and prominently marked with the contractor's name and unit number.
- F. Contractor must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency.

- G. All equipment must be properly registered and insured in accordance with state and local laws. Contractor must show proof of ownership or a signed lease for sufficient machinery to adequately perform services as specified in this agreement
- H. All units shall have the capability of being contacted by their main office with radio or paging equipment
- I. Contractor shall have the ability to provide two (2) sweepers to the NCSD within four (4) hours notice.
- J. Contractor shall have the ability to provide a mechanical broom type sweeper and an air/vacuum type sweeper within four (4) hours" notice.
- K. Contractor shall clearly display placards rear and side with the following signs in letter size 4" or larger – "Sweeping Provided Courtesy of NCSD".

SECTION VI

Work to be Performed:

During the term of any agreement entered into, contractor shall sweep all designated public streets and curbs and gutters, alleys, street medians, parking lots, center lanes and intersections within the NCSD limits with the frequency as listed in the contract.

The contractor will adhere to the "Street Sweeping Schedule" provided to him by the NCSD. The NCSD reserves the right to modify the "Street Sweeping Schedule" from time to time during the period of the contract. Additions or deletions to this schedule shall be made in accordance with unit prices as shown on the contract proposal, or at the NCSD's sole discretion, as otherwise mutually agreed upon by the contractor and the NCSD.

SECTION VII

Holidays:

The NCSD will not require sweeping service on the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event that a scheduled sweeping shift is missed due to the aforementioned holidays, the contractor shall arrange for sweeping on another day within a five working day period as described in Section III.

SECTION VIII

Inclement Weather:

In the event that a scheduled sweeping shift is not possible due to weather conditions, equipment failure, or other unforeseen occurrences, contractor shall notify the NCSD at the earliest possible time and arrange for sweeping on another day within a five working day period. It is understood that the contractor will make up the missed sweeping shift on the first available day within the five working day limitation, or forfeit any and all compensation for that particular shift.

SECTION IX

Additon Work:

- A. In the event the NCSD desires to extend the street sweeping program to include newly constructed streets or alleys, or streets or alleys procured through annexations, or existing streets not listed or referenced in Section VI, "work to be performed" after the effective date of this agreement, then any additional which is required of the contractor shall be paid for at the applicable price per curb mile as specified in the contractors proposal.
- B. The contractor shall provide additional miscellaneous street sweeping services for work not otherwise specified, in these specifications, at the current hourly rate as specified in the bid proposal when requested to do so by the NCSD.
- C. Contractor from time to time may be requested to provide street sweeping services immediately following parades, community celebrations, and other activities involving NCSD streets, alley or parking. Compensation for this work will be paid at the hourly rate as specified in the bid proposal.
- D. In the event the NCSD desires to increase the frequency of sweeping on specific streets for short durations (1 to 2 months), the contractor shall be paid at the applicable price per curb mile as specified in the contractor's proposal.
- E. All sweeping as identified in this section, paragraphs B, C, and D, shall be performed as not to interfere with the proper completion of the regular street sweeping schedule.

SECTION XDisposal of Sweeping Debris:

The contractor shall dispose of all refuse and debris collected by his sweeping operation by hauling to the Santa Maria Transfer station or another properly established area for disposal of sweeping debris.

SECTION XICompensation:

- A. For all services which the contractor is obligated to perform under the terms of this proposal, the NCS D shall pay to the contractor an amount based on cost per Curb mile of street cleaned in monthly installments payable on or before the 15th day of each month succeeding the month during which the service was performed.
8. Failure to sweep shall be deducted from payment; per curb mile, unless made up as stipulated in Sections VII and VIII.

SECTION XIIInsurance Requirements:

The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 1. Insurance Services Office Form Number GL-0002 (Ed. 1/73), covering comprehensive general liability and insurance services; office form number GL, covering broad form comprehensive general liability, or, Insurance Services Office Commercial General Liability coverage ("Occurrence" Form CG-0001).
 2. Insurance Services Office Form Number CA-0001 (Ed. 1/78), covering automobile liability, Code 1, "Any Auto", and endorsement CA-0025.
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, and Employers' Liability Insurance.
- B. Minimum limits of Insurance: The contractor shall maintain limits no less than:

1. Comprehensive general liability: One million dollars (\$1,000,000.00) combined single-limit per occurrence for bodily injury, personal injury and property damage.
 2. Automobile Liability: One million dollars (\$1,000,000.00) combined single-limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California, and Employers' liability limits of one million dollars (\$1,000,000.00) per accident
- C. Deductibles and Self-Insured Retentions: Any deductibles of self-insured retentions must be declared to and be approved by the NCSD. At the option of the NCSD, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as affects the NCSD, its officials, agents and employees, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions: The policies are to contain the following provisions:
1. General Liability and Automobile Liability Coverages:
 - a. The NCSD, its officials, agents, employees and volunteers are to be covered as primary insureds as respects liability arising out of activities performed by or on behalf of the contractor, or products and completed operations of the contractor, or premises owned, leased or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the NCSD, its officials, agents, employees or volunteers.
 - b. The contractor's insurance coverage shall be primary insurance as respects the NCSD, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the NCSD, its officials, agents, employees or volunteers shall be in excess of the contractor's insurance, and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the NCSD, its officials,

agents, employees or volunteers.

- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage:

- a. The insurer shall agree to waive all rights of subrogation against the NCSD, its officials, agents, employees and volunteers for losses arising from work performed by the contractor for the NCSD.

3. All Coverages: . .

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the NCSD.

- E. Acceptability of Insurers: Insurance is to be placed with insurers with a best rating of no less than A:XIII.
- F. Verification of Coverage: Contractor shall furnish the NCSD with certificates of insurance and with original endorsements affecting coverage required by this clause (actual policy). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the NCSD before work commences. If so required by the NCSD, the contractor shall furnish to the NCSD a duplicate original policy.
- G. Subcontractors: The contractor shall include all subcontractors as insureds under his policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION XIII

Assignment of Contract:

Contractor shall under no circumstances assign this contract or any part thereof to another party without prior written consent from the NCSD.

SECTION XIV

Termination of Contract:

Upon the determination of the NCSD that the quality of workmanship being performed by the contractor does not meet the standards set by the NCSD as outlined in these specifications, and/or for non-compliance of other provisions of any contract entered into, the NCSD may terminate this agreement upon thirty (30) days written notice to contractor.

SECTION XV

Responsibility for Damage:

The NCSD and any of their employees and agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; for any injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of work.

SECTION XVI

Complaints:

All complaints shall first be directed to the General Manager or his Designee, then to the contractor. It shall be the contractor's obligation to resolve all complaints within 24 hours.

SECTION XVII

Independent Contractor Status:

It is expressly understood that the contractor named in any agreement entered into is acting as an independent contractor, not as an agent or employee of the NCSD.

EXHIBIT B – 2006-2009 NCS D STREET SWEEPING SCHEDULE

SP Maintenance will sweep paved streets inside NCS D in compliance with the Special Provisions set forth in Exhibit A on the following schedule from July 1, 2006 through June 30, 2009:

Weekly Sweeping (Once per week)

Tefft Street: From Nipomo Library, just east of Orchard Street, east to Thompson (2.6 Curb Miles)

Thompson Avenue: From Knotts Street, north to Mehlschau Road (3.2 Curb Miles)

Orchard Road: From Tefft Street, south to Story Street (1.8 Curb Miles)

Division Street: From Orchard Road, east to South Frontage Road (1.8 Curb Miles)

South Frontage: From Tefft Street, south to Southland Street (2.4 Curb Miles)

Monthly Sweeping (Once per Month)

Pomeroy Road: From Tefft, north west to Willow Road (5.0 Curb Miles)

Willow Road: From Pomeroy, west to via Concha Road (3.0 Curb Miles)

North Frontage: From Juniper, north to end of North Frontage (1.2 Curb Miles)

Mary Ave: From Tefft, north to Juniper (.6 Curb Miles)

Quarterly sweeping (Once Every Three Months)

All paved streets within District Boundary not listed above (103.6 Curb Miles)

SP MAINTENANCE SERVICES, INC.

734 Ralco Way
 Arroyo Grande, CA 93420
 (805) 343-9999 Fax 343-9989

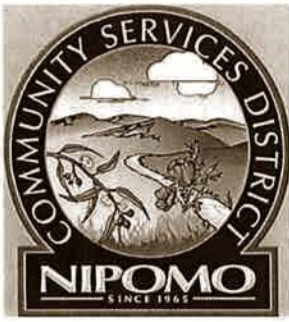
Invoice

DATE	INVOICE #
1/31/2007	17460

BILL TO
Nipomo Community Service District P.O. Box 326 Nipomo, Ca 93444

P.O. NO.	TERMS

QUANTITY	DESCRIPTION	RATE	AMOUNT
	January 2007		
	Sweeping Services provided for Nipomo Community Service District.		
	Weekly Sweeping (Wednesday)		
5	Tefft Street: 2.6 curb miles at \$20.00	52.00	260.00
5	Thompson Avenue: 3.2 curb miles at \$20.00	64.00	320.00
5	Orchard Road: 1.8 curb miles at \$20.00	36.00	180.00
5	Division Street: 1.8 curb miles at \$20.00	36.00	180.00
5	South Frontage: 2.4 curb miles at \$20.00	48.00	240.00
	Monthly Sweeping (Last Monday)		
1	Pomeroy Road: 5 curb miles at \$20.00	100.00	100.00
1	Willow Road: 3 curb miles at \$20.00	60.00	60.00
1	North Frontage: 1.2 curb miles at \$20.00	24.00	24.00
1	Mary Ave: 0.6 curb miles at \$20.00	12.00	12.00
	Quarterly Sweeping		
0	Group 1 (February, May, August, November): 34.6 curb miles at \$20.00	692.00	0.00
0	Group 2 (March, June, September, December): 34.6 curb miles at \$20.00	692.00	0.00
1	Group 3 (January, April, July, October): 34.4 curb miles at \$20.00	688.00	688.00
ENTERED Date <u>2-2-07</u> By <u>[Signature]</u> 300 A/C # <u>5570-20</u> [Stamp] <u>[Signature]</u>		RECEIVED FEB 12 2007 NIPOMO COMMUNITY SERVICE DISTRICT	
Total			\$2,064.00



NIPOMO COMMUNITY SERVICES DISTRICT

148 South Wilson Street
Nipomo, California 93444
(805) 929-1133

Memorandum

To: Bruce Buel
From: Faith Watkins
Re: SP Maintenance Service Assignment Report
Date: February 28th, 2007

Trip Narrative

Per your request, I ventured out yesterday, February 27th to follow the SP Maintenance street sweeper on his scheduled Group I Quarterly run. I met him at 7:15 AM at the corner of Frontage Road and Sandydale. The driver, Robert, introduced himself to me and we began the run.

It was intermittently quite rainy which Robert explained made his effort more difficult because the sweeping vehicle does not pick up as well when the streets are wet.

We proceeded south on Frontage to Juniper and then down Juniper to Pomeroy. I noticed that as we passed storm drains, the sweeper, rather than pick up materials further jammed the debris into the drains – materials such as plastic bottles, fast food containers and the like. It was evident to me that this activity further clogs the drains making it difficult for run-off to exit the streets.

As we proceeded back up Juniper, Robert informed me he was going to “dump” the collected street debris and then continue to Daffodil and Camino Caballo. I followed him to the “dump site” which is directly behind the NCSD parking lot. This was the first of 5 dump runs of the morning. There were four more.

There seemed to be little debris on the well developed streets of Daffodil, Alyssum, and Hibiscus etc. But when he came to Camino Caballo with all the Eucalyptus, there was much refuse. Robert exited the sweeper to complain about the Eucalyptus remains.

Whereas the run through the newer neighborhoods took very little time, the maintenance of Camino Caballo from Frontage to Pomeroy took more than an hour and a half including three “dump” runs. I noticed much mixture of tree debris and mud.

From there we proceeded to Tefft and the neighborhoods between Mary and Pomeroy. We then proceeded to South Oakglen down past the Dana Adobe with again, more debris from the trees plus the inclement weather conditions, wind and rain.

After South Oakglen, there was another dump run, than a stop for fueling before continuing on the northern section of Oakglen.

General Comments

There are some things to be said on behalf of the driver and the maintenance Company.

1. There were way too many vehicles on the streets in some of the residential areas for a thorough sweeping to be done. When doing a Quarterly Run, perhaps there could be some announcement in the local paper or a poster or some simple signage about the Sweeping on the major thoroughfares.
2. The weather was obviously a factor determining the quality of the job to be done.
3. Residences with heavy foliage and substantial tree coverage should pick up debris in front of their residences prior to the quarterly sweep.

Generally, the dumping has to be dealt with. It is my understanding from NCSD staff people that the maintenance company has been told before not to dump on the property behind us – but they do so without any guile.

The drainage ditches along the streets need to be cleared as well as the curbs and gutters. A quick stop to pick up cans, bottles or plastic refuse would ease the drain clogging problem.

Lastly, though I have never, in all fairness, observed street sweeping with this focus or from this close vantage point, I believe that a mediocre job is being done. The machine does not come close enough to the curbs. There is a lot of mud at the curbs and weed growth and so the sweeper is mostly pointless in those places. It just moves the dirt around. In the better kept neighborhoods, the process works well. But those neighborhoods are fairly clean at the start.

I did take some photos which we will add as an addendum to these comments. If there are any questions, please do not hesitate to ask. I followed the sweeper from 7:15 AM to approximately noon on February 27th.

SP MAINTENANCE SERVICES, INC.

734 Ralco Way
 Arroyo Grande, CA 93420
 (805) 343-9999 Fax 343-9989

Invoice

DATE	INVOICE #
2/28/2007	17778

BILL TO
Nipomo Community Service District P.O. Box 326 Nipomo, Ca 93444

P.O. NO.	TERMS

QUANTITY	DESCRIPTION	RATE	AMOUNT
	February 2007		
	Sweeping Services provided for Nipomo Community Service District.		
	Weekly Sweeping (Wednesday)		
4	Tefft Street: 2.6 curb miles at \$20.00	52.00	208.00
4	Thompson Avenue: 3.2 curb miles at \$20.00	64.00	256.00
4	Orchard Road: 1.8 curb miles at \$20.00	36.00	144.00
4	Division Street: 1.8 curb miles at \$20.00	36.00	144.00
4	South Frontage: 2.4 curb miles at \$20.00	48.00	192.00
	Monthly Sweeping (Last Monday)		
1	Pomeroy Road: 5 curb miles at \$20.00	100.00	100.00
1	Willow Road: 3 curb miles at \$20.00	60.00	60.00
1	North Frontage: 1.2 curb miles at \$20.00	24.00	24.00
1	Mary Ave: 0.6 curb miles at \$20.00	12.00	12.00
	Quarterly Sweeping		
1	Group 1 (February, May, August, November): 34.6 curb miles at \$20.00	692.00	692.00
0	Group 2 (March, June, September, December): 34.6 curb miles at \$20.00	692.00	0.00
0	Group 3 (January, April, July, October): 34.4 curb miles at \$20.00	688.00	0.00
Total			\$1,832.00

RECEIVED
 MAR 6 2007
 NIPOMO COMMUNITY SERVICE DISTRICT