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DATE: April 7, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR CITY PRESSURE WASHING SERVICES**

### **SYNOPSIS**

Staff recommends that the City Council approve a two-year professional services agreement with Powerclean of Escondido in the amount of \$175,543 for City pressure washing services and authorization for the City Manager to execute the agreement.

### **BACKGROUND**

Areas throughout the City such as gazebos, picnic and bleacher areas, bus stop bench areas, the Pacific Promenade, Pierview Undercrossing and sidewalks along all downtown city properties require cleaning on a regular basis. Cleanings are performed on a weekly, bi-weekly or monthly basis as needed. Staff has found it more cost-effective to contract out these services.

In December 2009, the City solicited proposals from qualified private companies to perform the pressure washing services. Requests for proposals were sent to firms on the City's vendor list as well as notices in local newspapers and trade journals.

### **ANALYSIS**

Three proposals were received. A staff panel consisting of the Public Works Division Manager and Project Managers reviewed each proposal. Proposals were compared on a competitive negotiation basis. Proposing firms' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services were considered critical. While cost was a very important consideration, it was not the only deciding factor. Exhibit A lists the three proposals with each bid amount.

The panel ranked Powerclean first in every category including cost, as Powerclean tied with another company for the low bid. Aztec Landscaping was the other low bidder. Powerclean currently has a pressure washing agreement with the City for these services and does a good job. The agreement is for a term of two years commencing May 1, 2010 and ending April 30, 2012 for the base agreement price of \$87,771.50 per year. The City may renew the agreement with the same terms and conditions, except compensation, for two

additional one-year terms. The yearly compensation would be adjusted to reflect the change in the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego. There are no early termination clauses for the contractor.

**FISCAL IMPACT**

The two-year base agreement cost is \$175,543.00. Nothing in the agreement obligates the City to appropriate funds for the agreement in the upcoming fiscal years. However the City cannot contract with another provider for like services in a fiscal year in which funds for this agreement are not appropriated.

From the Solid Waste Budget (Fund 700000731.5355), we anticipate spending \$4,775.53 in FY 2009-10, \$28,653.20 in FY 2010-11 and \$23,877.67 in FY 2011-12. From the Parks Maintenance Budget (Fund 660613101.5320), we anticipate spending \$9,853.05 in FY 2009-10, \$59,118.30 in FY 2010-11 and \$49,265.25 in FY 2011-12. These amounts could be greatly reduced due to budget cuts and the contractor has agreed to a standard price per square foot for all cleaning services.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY ANALYSIS**

The City Attorney reviewed and approved the professional services agreement as to form.

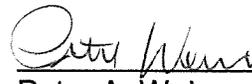
**RECOMMENDATION**

Staff recommends that the City Council approve a two-year professional services agreement with Powerclean of Escondido in the amount of \$175,543 for City pressure washing services and authorization for the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
H. Kiel Koger  
Maintenance and Operations Manager

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

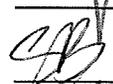
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Deputy Public Works Director

Teri Ferro, Financial Services Director

Exhibit A

  
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For FF

**EXHIBIT A**  
**BID SUMMARY**

<b><u>Bidder</u></b>	<b><u>Bid Amount</u></b>
Power Clean	\$175,543.00
Aztec Landscaping Inc.	\$175,543.00
Jet Clean USA, Inc.	\$257,250.96

**CITY OF OCEANSIDE**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: CITYWIDE PRESSURE WASHING SERVICES**

THIS AGREEMENT, dated February 10, 2010, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and David L. Ausmus, a sole proprietorship doing business as Powerclean, hereinafter designated as "CONTRACTOR."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The project is more particularly described as follows:  
The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this agreement.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and CONTRACTORS performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

## CITYWIDE PRESSURE WASHING SERVICES

### 4. LIABILITY INSURANCE.

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2. CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

## CITYWIDE PRESSURE WASHING SERVICES

- 4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Intentionally omitted.

## CITYWIDE PRESSURE WASHING SERVICES

6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. **TERM.**

- 7.1 **Commencement.** The term of this Agreement shall be for a period of two years beginning on May 1, 2010 and terminating April 30, 2012.

- 7.2 **Renewal Options.** The CONTRACTOR may request extensions of the term of this Agreement for two (2) additional consecutive one (1) year terms under the terms and conditions of this Agreement, except compensation, which will be adjusted according to §8.3 and provided that the CONTRACTOR is not in default of this Agreement.

The CONTRACTOR may request extensions provided that written notice from the CONTRACTOR is received by the Division Manager no sooner than **180 days and not later than 90 days** prior to the expiration of the term of this Agreement. No later than **60 days** from the receipt of CONTRACTOR 's written request to extend the term of this Agreement the Division Manager shall, in writing provide CONTRACTOR with the CITY's determination to either accept or reject CONTRACTOR's request for extension. The acceptance of one Agreement extension does not obligate the CITY to accept a subsequent CONTRACTOR requested extension.

## CITYWIDE PRESSURE WASHING SERVICES

### 8. COMPENSATION.

- 8.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall be based on unit prices and extra cleaning cost as more particularly described in Exhibit "B", attached hereto and by this reference made part of this Agreement. The estimated compensation is approximately One Hundred and Seventy-Five Thousand, Five Hundred and Forty-Three dollars and no cents (\$175,543.00) for the term of the agreement. Total agreement cost plus any additional work shall not exceed (\$175,543.00).
- 8.2. CONTRACTOR shall provide CITY monthly invoices based upon Exhibit "B" prices for the actual work performed. CITY will make payments within fifteen (15) days of the receipt of monthly invoice.
- 8.3. **Compensation Adjustment Computation.** Any term renewal compensation under the Agreement, including Exhibit "B", shall be computed in accordance with the following definitions and formulas:

#### Definitions:

**Compensation Adjustment Index.** The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and CONTRACTOR. If the parties cannot agree within **60 days** after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor.

**Initial Compensation:** The initial compensation at the commencement of the Agreement divided by two (2) years.

**Existing Compensation:** The existing compensation shall be the compensation in effect on the date proceeding the term renewal date.

**Percent change in the CPI:** The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding **12 month** period

## CITYWIDE PRESSURE WASHING SERVICES

from January 1 through December 31, 2011 for the third year renewal and January 1 through December 31, 2012 for the fourth year renewal.

### Rent Adjustment Formulas:

**First Adjustment:** Initial compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example:  $\$122,000 + (\$122,000 \times 2.5\%) = \$125,050$

**Subsequent Adjustments:** Existing compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example:  $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

## 9. SPECIAL PROVISIONS

- 9.1. **Termination Of Agreement.** The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by budget constraints, act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

- 9.2. **Definitions.** The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

## CITYWIDE PRESSURE WASHING SERVICES

- 9.3 Local Office.** The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone shall fulfill the requirement for a local office.
- 9.4 Licenses and Permits.** The CONTRACTOR shall possess all licenses and permits required for the performance of the work required by this Agreement.
- 9.5 Compliance with the Law.** The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.
- 9.6 Subcontractors.** Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.
- 9.7 Equal Employment Opportunity.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.
- 9.8 Personnel.** The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

## CITYWIDE PRESSURE WASHING SERVICES

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

- 9.9 Safety Requirements.** All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.
- 9.10 Hazardous Conditions.** The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.
- 9.11 Failure To Perform Satisfactorily.** It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:
1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
  2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.
- 9.12 Payments Withheld.** The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:
1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

## **CITYWIDE PRESSURE WASHING SERVICES**

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the CONTRACTOR to make payments properly for materials or labor.
4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

- 9.13 Minor Modifications.** The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.
- 9.14 Inspection.** The Project Managers shall regularly inspect the locations of work for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately, in no event in greater than three (3) days, by the CONTRACTOR at no additional cost to the City.
- 10. ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
- 11. INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 12. AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

**CITYWIDE PRESSURE WASHING SERVICES**

13. **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 12 day of FEBRUARY, 2010.



David L. Ausmus  
dba Powerclean

\_\_\_\_\_  
Peter A. Weiss  
City Manager

Approved as to form:

  
Brent Hamilton, ASST.  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.**

**ACKNOWLEDGMENT**

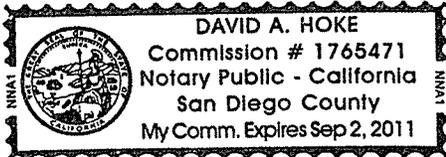
State of California  
County of San Diego

On February 10, 2010 before me, David A. Hoke Notary Public  
(insert name and title of the officer)

personally appeared David L. Anzman,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

Attached to  
"Professional Service Agreement"  
City of oceanside  
Dated 2-10-10  
[Handwritten Signature]

# CITYWIDE PRESSURE WASHING SERVICES

## Exhibit A Scope of Work

**SCOPE OF WORK.** The CONTRACTOR's prime responsibility shall be to integrate the highest elements of maintenance standards and expertise necessary to keep all project sites in a neat and presentable condition at all times. The specifics that follow shall serve to define but in no way limit this prime directive.

The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

### **MAINTENANCE SCHEDULES**

1. **ANNUAL SCHEDULES** CONTRACTOR shall submit detailed Annual Maintenance Schedules in calendar format. The first Annual Schedule is due one week prior to AGREEMENT work commencing. Schedules shall be followed. If the CONTRACTOR fails to perform any scheduled functions on the annual schedules by the scheduled dates (barring acts of God), a 5-day notice to perform will be issued. If, at the end of 30 calendar days, the CONTRACTOR has failed to complete the delinquent work, an outside contractor shall be hired to complete the work. This cost, plus additional inspection and administrative fees shall be deducted from the CONTRACTOR'S monthly billing.

2. **MONTHLY SCHEDULES** The CONTRACTOR shall submit detailed Monthly Maintenance Schedules, in calendar format, updating the Annual Schedule two weeks before the start of work for that month. The first Monthly Schedule is due one week prior to AGREEMENT work commencing.

City events and/or emergencies may preclude scheduled maintenance from being performed. Upon verbal, telephonic or written notice from CITY of an event requiring scheduled maintenance modification, CONTRACTOR shall adapt all schedules, as required, to account for these events at no cost to the CITY.

There are no pre-existing conditions.

## CITYWIDE PRESSURE WASHING SERVICES

### EXHIBIT A

### Scope of Work

#### GENERAL

The CITY's Project Managers are:

**Area 1**      **Bryan Forward**  
**City of Oceanside,**  
**Public Works Department**  
**4927 Oceanside Blvd.**  
**Oceanside, CA 92056**  
**(760) 435-5194**

**Area 2**      **Alan McNeill**  
**City of Oceanside,**  
**Public Works Department**  
**4927 Oceanside Blvd.**  
**Oceanside, CA 92056**  
**(760) 435-5204**

#### 1. INSPECTIONS

- a. The CONTRACTOR'S project superintendent and other necessary personnel shall be available for regularly scheduled and non-scheduled inspections with property owners, property managers and committees.
- b. Each area shall be inspected following scheduled work. If any delinquent items are found, the CONTRACTOR shall have 5 workdays to complete any punch list items. If the contractor fails to complete any punch list items, another contractor will be hired to complete the work. This cost, plus additional inspection and administrative fees shall be deducted from the CONTRACTOR'S monthly billing.

#### 2. EXTRA WORK

- a. There may be projects over and above the scope of this contract. There is no implied guarantee that the prime contractor will do any of this extra work. Much is contingent upon the overall quality and cooperation of the prime contractor in regards to regular contract work. Depending on the extent of the project, the City may solicit proposals from several contractors. When performed by the prime contractor, extra work shall not interfere with the completion of contract work. An "Extra" crew supervised by the CONTRACTOR shall be used in order to allow the regular maintenance crew to perform their scheduled work. **This provision will be strictly enforced.**

## CITYWIDE PRESSURE WASHING SERVICES

### EXHIBIT A

### Scope of Work

b. As part of this Agreement, the CONTRACTOR may be requested to perform extra work. The CITY will pay for such work as extra work per the Unit Cost Schedule.

**3. CONTRACT SUPERVISION** The CONTRACTOR shall provide a full-time project superintendent for this Agreement who shall possess the necessary skills, knowledge and experience to implement the prime directive and specifications of this contract. The superintendent shall have full jurisdiction over the scheduling of crews and equipment, the acquisition of materials and have authority to provide cost estimates and execute remedial work. The superintendent shall be on-site for the majority of each workday and shall have a mobile phone, fax machine, e-mail and Internet access.

**4. CONTRACTOR RESPONSE TIME** The CONTRACTOR shall be required to respond to CITY services requests and safety issues within 1 hour during business hours (7:00am – 5:00 pm) and within 4 hours during non-business hours. The CONTRACTOR shall provide one primary and one alternate emergency phone number. It is imperative that the CONTRACTOR can be reached at these numbers in case of any emergencies that may come up, especially after work hours.

**5. NOISE ORDINANCE** The CONTRACTOR is responsible for observing ordinances regarding noise levels. At no time will any power equipment be allowed to operate prior to 7:00 a.m. on weekdays and 8:00 a.m. on weekends and holidays.

### **DETAILED SCOPE OF WORK**

1. Removal and disposal of trash and debris as necessary to wash surfaces. At no time will the CONTRACTOR be allowed to blow, sweep or wash debris or trash into public streets, gutters or storm drains. The CONTRACTOR shall be held liable for any such activity under the Clean Water Act.

2. Complete high pressure wash (2,000 p.s.i.) of the entire work surface.

3. Spot treat gum and clean all stains.

4. Treat malodorous stains with fragrant disinfectant.

5. Report any maintenance issues requiring City response daily.

6. Required cleaning times:

a. Area 1 locations must be cleaned between the hours of 2:00 a.m. and 7:00 a.m.

## CITYWIDE PRESSURE WASHING SERVICES

### EXHIBIT A

### Scope of Work

- b.** Area 2 locations. No cleaning during daylight hours on Saturday, Sunday and City Holidays.
  - c.** Pierview undercrossing pedestrian ramps and handicap ramps. Should not start work before 7 a.m. Complaints from hotel due to noise. Must begin work at 7:00 a.m.
- 7.** CONTRACTOR is responsible for the full recovery and proper disposal of collected wash water required by the Clean Water Act.
- 8.** Graffiti removal/treatment will be the responsibility of the CONTRACTOR, but will be considered an extra upon authorization by the Project Manager. The CONTRACTOR shall be expected to perform this function within 24 hours of notification.

## CITYWIDE PRESSURE WASHING SERVICES

### EXHIBIT A

### Scope of Work

**LOCATION OF WORK.** The work is broken down into two distinct areas for contract administration, billing and work. Area 1 consists primarily of bus stops and general City areas while Area 2 is primarily areas administrated by the Park Maintenance Department. The following are brief descriptions of each area. Square footage may be reduced or added from any location at the direction of the Project Manager.

#### AREA 1 BUS STOPS AND GENERAL CITY AREAS

- A. Perimeter of lot 32 – the perimeter of the lot bounded by Cleveland Street, from Pierview to Mission Ave, and Mission Ave. from Cleveland to Myers Street. Approximately 8,882 sqft.
- B. Perimeter of lot 33 – The perimeter of the lot bounded by Cleveland Street from Seagaze to Mission Ave, and Mission Ave. from Cleveland to Myers Street. Approximately 8,882 sqft.
- C. Perimeter of lot 35 – The perimeter of the lot on the southeastern corner of Tremont Street and Pierview. Approximately 3,825 sqft.
- D. Pay Machine Islands in parking lots 7, 11a, 11b, 12, 20, 21 (two islands), 24,26 (two islands), 30 and 31. All parking lots are west of North Coast Highway in the beach and harbor areas.
- E. Perimeter of 200 North Pacific lot, - The perimeter sidewalks for the lot between the 200 block of Pacific Street and Myers Street.
- F. Perimeter of top gun lot -The perimeter sidewalk for the city block between the 100 block of North Pacific Street and Myers Street.
- G. Bus stops (13 total) at: Vista Way and South Coast Highway southeast corner, Vista Way and South Coast Highway northwest corner, Cassidy and South Coast Highway southwest corner, Oceanside Blvd and South Coast Highway southwest corner, Oceanside Blvd and South Coast Highway southeast corner, West and South Coast Highway northeast corner, 1000 South Coast Highway west side, Wisconsin and South Coast Highway southwest corner, 500 Oceanside Blvd north side corner, 1502 Mission Ave. (two stops adjacent to each other), Mission and Horne Street, Mission and Horne Street and 602 North Coast Highway.
- H. Sidewalk from 217 North Coast Highway to alley. Approximately 2,556 sqft.
- I. 330 North Coast Highway. Library frontage including bus stop. Approximately 3,980 sqft.

## CITYWIDE PRESSURE WASHING SERVICES

### EXHIBIT A

### Scope of Work

- J. 316 Pierview Way foyer and sidewalk. Approximately 829 sqft.
- K. Star Theater, 402 North Coast Highway. Approximately 1,211 sqft.
- L. Pedestrian underpass at I-5 and Capistrano.

### AREA 2 PARK AREAS

- A. Alamosa Park. 5165 Mesa Drive. Gazebo, approximately 625 sqft.
- B. Balderrama Park. San Diego and Lemon Streets. Gazebo approximately 1,512 sqft. and multi-use pad, approximately 3,240 sqft.
- C. Buccaneer Park. 1502 South Pacific Street. Gazebo, approximately 1,122 sqft.
- D. Cesar Chavez Park. 1315 Division Street. Basketball court, picnic area and playground. Approximately 5,250 sqft.
- E. Lake Park. 4970 Lake Blvd. Concession area and bleacher area, approximately 24,646 sqft. and skate area, approximately 2,200 sqft.
- F. Landes Park. 2855 Cedar Road. Skate area, approximately 6,716 sqft.
- G. Libby Lake Park. 424 Calle Montecito. Gazebo/picnic area. Approximately 5,396 sqft.
- H. Luiseno Park. 1060 Teal Way. Concession area, picnic area, bleacher area. Approximately 29,270 sqft.
- I. MLK Park. 4300 Block Mesa Drive. Picnic area and gazebo. Approximately 11,340 sqft.
- J. Pacific Promenade. Wisconsin to Sportfisher. Sidewalk and seating areas. Approximately 22,615 sqft. (Seating areas Approximately 7,120 sqft.)
- K. Pierview Undercrossing. Pierview at the railroad tracks. Pedestrian ramps, approximately 15,081 sqft. and handicap ramps, approximately
- L. Mance Buchanon Park. 230 College Avenue. Picnic area at main building. Approximately 3,782 sqft.
- M. Ron Ortega/Padre Stadium. Brooks/Maxson Street. Asphalt area around stadium. Approximately 3,539 sqft.

## CITYWIDE PRESSURE WASHING SERVICES

### Exhibit B Unit Prices

#### AREAS 1, BUS STOPS AND GENERAL CITY AREAS

LOCATION	CLEANING FREQUENCY PER MONTH	COST PER MONTH	TOTAL COST	COST PER EXTRA CLEANING
Perimeter Lot 32	Monthly	244.26	5,862.24	244.26
Perimeter Lot 33	Monthly	244.26	5,862.24	244.26
Perimeter Lot 35	Monthly	105.19	2,524.56	105.19
Pay Machine Island Lot 7	Monthly	15.00	360.00	15.00
Pay Machine Island Lot 11a	Monthly	15.00	360.00	15.00
Pay Machine Island Lot 11b	Monthly	15.00	360.00	15.00
Pay Machine Island Lot 12	Monthly	15.00	360.00	15.00
Pay Machine Island Lot 20	Monthly	15.00	360.00	15.00
Pay Machine Island Lot 21 (2 islands)	Monthly	30.00	720.00	15.00 per island
Pay Machine Island Lot 24	Monthly	15.00	360.00	15.00
Pay Machine Island Lot 26 (2 islands)	Monthly	30.00	720.00	15.00 per island
Pay Machine Island Lot 30	Monthly	15.00	360.00	15.00
Pay Machine Island Lot 31	Monthly	15.00	360.00	15.00
Perimeter 200 N. Pacific Lot	Monthly	244.26	5,862.24	244.26
Perimeter Top Gun House lot-100 N. Pacific	Monthly	244.26	5,862.24	244.26
Bus stop Vista Way and Coast Highway southeast corner	Bi Weekly	30.00	720.00	15.00
Bus stop Vista Way and Coast Highway northwest corner	Bi Weekly	30.00	720.00	15.00
Bus stop Cassidy and Coast Highway southwest corner	Bi Weekly	30.00	720.00	15.00
Bus stop Oceanside Blvd and Coast Highway southwest corner	Bi Weekly	30.00	720.00	15.00

**CITYWIDE PRESSURE WASHING SERVICES**

**EXHIBIT B**

**Unit Prices**

Bus stop Oceanside Blvd and Coast Highway southeast corner	Bi Weekly	30.00	720.00	15.00
Bus stop West and Coast Highway northeast corner	Bi Weekly	30.00	720.00	15.00
Bus stop 1000 Coast Highway west side	Bi Weekly	30.00	720.00	15.00
Bus stop Wisconsin and Coast Highway southwest corner	Bi Weekly	30.00	720.00	15.00
Bus stop 500 Oceanside Blvd north side corner	Bi Weekly	30.00	720.00	15.00
Bus stop 1502 Mission Ave. 2 stops	Bi Weekly	30.00	720.00	15.00
Bus stop Mission and Horne Street	Bi Weekly	30.00	720.00	15.00
Bus stop 204 North Coast Highway	Bi Weekly	30.00	720.00	15.00
Bus stop 602 North Coast Highway	Bi Weekly	30.00	720.00	15.00
Sidewalk from 217 North Coast Highway to ally	Bi Weekly	140.58	3,373.92	70.29
330 North Coast Highway. Library frontage including bus stop	Bi Weekly	218.90	5,253.60	109.45
Star Theater foyer, sidewalk and bus stop	Bi Weekly	66.60	1,598.40	33.30
316 Pierview Way foyer and sidewalk	Bi Weekly	45.60	1,094.40	22.80
Pedestrian underpass at I-5 and Capistrano	Weekly	60.89/week	6,332.56	60.89

**CITYWIDE PRESSURE WASHING SERVICES**

**EXHIBIT B**

**Unit Prices**

**AREAS 2 CITY PARKS**

<b>LOCATION</b>	<b>AREA TO BE CLEANED</b>	<b>CLEANING FREQUENCY PER MONTH</b>	<b>COST PER MONTH</b>	<b>TOTAL COST</b>	<b>COST PER EXTRA CLEANING</b>
Alamosa Park	Gazebo	Monthly	17.19	412.56	17.19
Balderrama Park	Gazebo	Monthly	41.58	997.92	41.58
Balderrama Park	Multi-use pad	Monthly*	89.10	2,138.40	89.10
Buccaneer Park		Monthly	30.86	740.64	30.86
Cesar Chavez Park		Monthly	144.38	3,465.12	144.38
Lake Park		Monthly	471.32	11,311.68	471.32
Lake Park		Monthly	60.50	1,452.00	60.50
Landes Park		Monthly	184.69	4,432.56	184.69
Libby Lake Park	Gazebo/ Picnic area	Monthly	148.39	3,561.36	148.39
Luiseno Park		Monthly	804.93	19,318.32	804.93
Mance Buchanon Park	Picnic area	Monthly	104.01	2,496.24	104.01
MLK Park		Monthly	311.85	7,484.40	311.85
Pacific Promenade Wisconsin to Sportfisher Streets	Sidewalk and seating area	Monthly@	875.27	10,503.24	875.27
Pacific Promenade Wisconsin to Sportfisher Streets	Seating area	Monthly#	195.80	2,349.60	195.80
Pierview Undercrossing	Pedestrian Ramps	Weekly	414.73/wk	43,131.92	414.73
Pierview Undercrossing	Handicap Ramps	Weekly+	20.24/wk	2,104.96	20.24
Ron Ortega Park	Asphalt area	Monthly	97.32	2,335.68	97.32

\* Will be scheduled for cleaning as needed.

@ Cleaning will be once per month from May through October.

# Cleaning will be once per month from November through April.

+ Will be scheduled for cleaning as needed.

**Cost per square foot for extra pressure washing not included in this agreement is \$0.0275 per square foot. Includes all labor, materials and applicable costs.**