

STAFF REPORT*CITY OF OCEANSIDE*

DATE: August 20, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR 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 \$175,070 for pressure washing services at various locations throughout the City; and authorize the City Manager to execute the agreement.

BACKGROUND

Areas throughout the City such as sidewalks adjoining City properties, parking lots, bus stops, gazebos, basketball courts, picnic and bleacher areas, harbor docks, amphitheater, the Pacific Promenade and Pierview Undercrossing require cleaning on a regular basis. Cleanings are performed on a weekly, bi-weekly or monthly basis as needed. In consideration of the recently adopted Level 2 Drought Response by the City, staff performed a review of the current cleaning frequencies in an effort to reduce water usage. Frequencies were set as the minimum necessary to maintain the areas in an acceptable condition. In addition, the contractor will not be allowed to wash debris into public streets, gutters, storm drains, harbor or ocean and will be responsible for the full recovery and proper disposal of collected wash water in compliance with the regional storm water permit.

In April 2014 the City solicited proposals from qualified private companies to perform these pressure washing services. Requests for proposals were sent to firms on the City's vendor list as well as notices in a local newspaper and on the Internet. Staff has found it more cost-effective to contract out these services.

ANALYSIS

Five proposals were received. Each company's 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 five companies with their bid amounts and unit cost per square foot for extra and emergency work.

Staff ranked PowerClean first and it is also the low bidder when extra and emergency work is included into the contract. Aztec Landscaping was the low bidder for the standard scope

of work by only \$312 per year but is the second lowest bidder when extra and emergency work is taken into account. Extra and emergency work is always a substantial portion of the contract as other City departments will often use these prices for their projects throughout the year. PowerClean has provided pressure washing services to the City for many years and does an outstanding job.

The agreement is for a term of two years commencing September 1, 2014, and ending August 31, 2016, for the base agreement price of \$87,535 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 \$175,070. 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. The table below shows the anticipated expenditure from each account.

Program	Acct. Number	FY 2014-15	FY 2015-16	FY 2016-17
Solid Waste – City Services	600702101.5355	\$18,655	\$22,385	\$3,731
Parks Maintenance	660613101.5320	\$16,582	\$19,899	\$3,316
Harbor Maintenance	600627101.5320	\$20,029	\$24,035	\$4,006
Street and Median Maintenance	600619213.5320	\$12,180	\$14,616	\$2,436
Parking Lot Maintenance and Enforcement	600612101.5320	\$5,500	\$6,600	\$1,100

The funding source for these services will come from the General Fund and Gas Tax Fund. There is \$44,000 available in account number 600702101.5355, \$183,000 available in account number 660613101.5320, \$543,000 available in account number 600627101.5320, \$38,000 available in account number 600619213.5320, and \$62,000 available in account number 600612101.5320. Therefore, sufficient funds are available in each account. These amounts could be reduced due to budget cuts and the contractor has agreed to a standard price per square foot of surface for all pressure washing services.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved 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 \$175,070 for pressure washing services at various locations throughout the City; and authorize the City Manager to execute the agreement.

PREPARED BY:



Kiel Koger
Maintenance and Operations Manager

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



James Riley, Financial Services Director



Exhibit A – Bid Summary

Exhibit B – Professional Services Agreement

EXHIBIT A

BID SUMMARY

<u>Company</u>	<u>Bid Amount (2 years)</u>	<u>Extra Work(per SF)</u>	<u>Emergency (per SF)</u>
Powerclean	\$175,070	\$0.029	\$0.029
Aztec Landscaping	\$174,446	\$0.65	\$1.30
Dirt Fighter	\$205,405	\$0.025	\$0.025
Clean Street	\$237,825	\$0.035	\$0.055
Washed Out	\$253,920	\$0.06	\$0.10

CITY OF OCEANSIDE

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**PROJECT: CITYWIDE PRESSURE WASHING SERVICES**

THIS AGREEMENT, dated JULY 21, 2014 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 owner/operator 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. 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.
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.

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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.
- 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** CONTRACTOR shall provide thirty (30) days written notice to the CITY should

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any policy required by this Agreement 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, at minimum, 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. **CONTRACT BONDS.** Not applicable

6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, 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. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONTRACTOR

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under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONTRACTOR free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONTRACTOR. CONTRACTOR may retain a copy of all material produced under this Agreement for the purpose of documenting CONTRACTORs participation in this project.

8. TERM.

8.1 Commencement. The term of this Professional Services Agreement shall be for a period of two (2) years commencing September 1, 2014 and ending August 31, 2016.

8.2 Renewal Option. CITY may offer to renew the AGREEMENT for two (2) additional consecutive one (1) year terms upon the same terms and conditions, except compensation, provided CONTRACTOR at the end of each AGREEMENT term is not in default of the Agreement.

9. COMPENSATION.

9.1 CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall be based on unit prices, extra and emergency cleaning costs 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, Sixty-Nine dollars and Seventy-Five cents (\$175,069.75) for the term of the agreement. Total agreement cost plus any additional work shall not exceed (\$175,069.75).

9.2 CONTRACTOR shall provide CITY monthly invoices based upon Exhibit "B" prices for the actual work performed.

9.3 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:

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

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Existing Compensation: The existing compensation shall be the compensation in effect on the date preceding 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 from January 1 through December 31, 2015 for the third year renewal and January 1 through December 31, 2016 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: $\$125,050 + (\$122,000 \times 3\%) = \$128,710$

- 9.4 Notice of Intent to Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Intent to Exercise the Option to Renew" not sooner than 180 days and not later than 90 days prior to expiration of the termination date of the AGREEMENT.
- 9.5 Notice of Renewal.** Upon receipt of CITY's Notice of Intent to Exercise the Option to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice of Intent. Failure of the CONTRACTOR to so respond shall be construed as an intention to **NOT** renew the AGREEMENT for the option term.
- 9.6** No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

10. SPECIAL PROVISIONS.

- 10.1 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 contract. A local office is one that can be reached by telephone without a toll charge. A mobile telephone shall fulfill the requirement for a local office.

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- 10.2 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 contract 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 suitable attire). 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.

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 matter pertaining to this contract 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.

- 10.3 PERMITS.** CONTRACTOR shall, prior to the start of any work under the AGREEMENT, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work.
- 10.4 CITY BUSINESS LICENSE.** Prior to the commencement of any work under the AGREEMENT, the CONTRACTOR shall obtain and present a copy to the CITY of a City of Oceanside Business License.
- 10.5 CHANGED CONDITIONS.**
- 10.5.1** The CONTRACTOR shall promptly notify the CITY in writing of any of the following "changed conditions" before the conditions are disturbed:
- (a) Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (b) Subsurface or latent physical conditions at the site differing materially from those indicated in the AGREEMENT.

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- (c) **Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the AGREEMENT.**

10.5.2 The Project Manager shall promptly investigate the conditions set forth in the CONTRACTOR's notice. If the Project Manager determines that there is a changed condition which causes a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, a change order shall be issued in accordance with the procedures set forth in Subsection 10.9. If the Project Manager determines that the conditions set forth in the CONTRACTOR's notice do not entitle the CONTRACTOR to a change order, then the CONTRACTOR will be advised of the determination in writing.

10.5.3 In the event that a dispute arises between the CITY and the CONTRACTOR as to whether there is a changed condition which entitles the CONTRACTOR to a change order, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT in accordance with the Disputed Work provisions set forth in Subsection 10.10. Any claim or dispute by the CONTRACTOR shall be submitted to the Project Manager in accordance with Subsection 10.10. The CONTRACTOR shall retain any and all rights provided by law which pertain to the resolution of disputes and protests between the CITY and the CONTRACTOR.

10.6 SITE SAFETY AND PROTECTION OF IMPROVEMENTS.

10.6.1 The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work which are necessary to prevent damage, or injury to, or loss of the following:

- (a) Any employees, laborers, suppliers, other persons on the work, and other persons and organizations who may be affected thereby;
- (b) Any work and materials and equipment incorporated in the project, or to be incorporated therein, whether in storage on or off the site;
- (c) Any personal property of the CONTRACTOR or the CONTRACTOR's agents;
- (d) Other property at the site or adjacent thereto (both public and private) which is not designated for removal, relocation or replacement in the AGREEMENT, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities.

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- 10.6.2** The CONTRACTOR shall be responsible for any of the above described damage, injury, or loss arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY, except as is otherwise provided in California Public Contract Code Section 7105.
- 10.6.3** In the event of an occurrence of one of the above described damage, injury, or loss to public property or other property to be incorporated into the project, the CONTRACTOR shall repair or replace the damage, injury, or loss at the CONTRACTOR's cost, and to the satisfaction of the Project Manager. Repairs and replacements shall be at least equal in quality to existing improvements, and shall match them in finish and dimension.
- 10.6.4** The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property with improvements (including trees, plants, fences, irrigation, and other improvements) which may be adversely impacted by the CONTRACTOR's work. The CONTRACTOR shall repair or replace any damage, injury, or loss to private improvements on adjacent property at the CONTRACTOR's expense and to the satisfaction of the property owner and occupant as well as the Project Manager.
- 10.6.5 Special Hazardous Substances and Processes.** Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Administrative Code shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label. The CONTRACTOR shall notify the Project Manager if a specified product cannot be used under safe conditions.

- 10.7 TRAFFIC CONTROL.** The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights of way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the City Engineering Department.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and

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establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the City Engineering Department.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the City Engineering Department.

Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the City Engineering Department.

The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

- 10.8 PREFERENCES FOR MATERIALS.** Whenever any particular material, process, or equipment is indicated in the AGREEMENT by patent, proprietary or brand name or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may supply any of the materials specified, or offer any material, process, or equipment considered to be equivalent to that indicated. Unless the CONTRACTOR clearly indicates in its Proposal that it intends to offer an "equal" product, the Proposal shall be considered as offering the brand name product.

The CONTRACTOR shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The CONTRACTOR shall, at its expense, have the material tested as required by the Project Manager to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function, and will sufficiently match other products in use by the CITY on similar landscape and janitorial projects.

Test methods shall be subject to the approval of the Project Manager. Test results shall be reported promptly to the Project Manager, who will evaluate the results and determine if the substitute item is equivalent.

All data and test results submitted by the CONTRACTOR in substantiation of the offered substitute shall be submitted to the Project Manager within thirty-five (35) days after the Notice of Award, unless such submittal date is extended in writing by

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the Project Manager. The Project Manager shall make a determination to the CONTRACTOR, within ten (10) working days after the CONTRACTOR submits all substantiation of the offer, as to whether or not the offered substitution may be used in the performance of the AGREEMENT. A failure by the Project Manager to issue a written determination to the CONTRACTOR within said ten (10) working days shall be deemed to be a rejection of the offered substitute. The Project Manager's determination shall be final. CONTRACTOR shall not make installation and use of a substitute item unless and until approved by the Project Manager.

If a substitute offered by the CONTRACTOR is not found to be equal to the specified material, the CONTRACTOR shall furnish and install the specified material at the price set forth in the Proposal Schedule.

- 10.9 CONTROL OF MATERIALS.** The CONTRACTOR shall ensure that all materials, parts and equipment furnished for the project shall be new, high grade, and free from defects. Used or secondhand materials, parts, and equipment may be used only if specifically permitted in the Special Provisions. Quality of work shall be in accord with the generally accepted standards unless otherwise specifically set forth in the AGREEMENT. Materials and work quality shall be subject to the Project Manager's approval.

Before ordering any materials or performing any work, the CONTRACTOR shall verify all measurements, dimension, elevations, and quantities.

Materials and work quality not conforming to the requirements of the AGREEMENT shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Project Manager.

If the CONTRACTOR fails to replace, repair, or restore any defective or damaged work or material within ten (10) work days after the date of the Project Manager's written notice, the Project Manager may, but shall not be obligated to, cause such work or materials to be replaced at the CONTRACTOR's expense. The replacement expense shall be deducted from the amount to be paid to the CONTRACTOR. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such expenses, the CONTRACTOR shall pay the difference to the CITY.

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the project. Stored materials and equipment to be incorporated in the project shall be located so as to facilitate prompt inspection.

The CONTRACTOR shall be responsible for taking any and all actions necessary to

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protect supplies, materials, equipment, and personal property of CONTRACTOR and CONTRACTOR's agents from loss, damage, or theft.

10.10 CHANGES IN WORK.

10.10.1 Contents of Change Proposals, Change Orders, and Claims. Any Change Proposal or Claim submitted by the CONTRACTOR shall be signed by the authorized representative of the CONTRACTOR and shall include the information set forth in this Subsection 10.10.1 below. A Change Order issued by the CITY shall be signed by the Project Manager and contain the information set forth in this Subsection 10.10.1 below:

- (a) The project name and number;
- (b) Detailed description of the change or claim;
- (c) The reason for the change or claim; and,
- (d) The increase or decrease in dollar value of the AGREEMENT price resulting from the change or claim, or the method of determining compensation for the change or claim.

10.10.2 Contractor Initiated Changes. The CONTRACTOR may request changes in specific methods of services provided, or changes in the Plans and Special Provisions, by submitting written AGREEMENT Change Proposals to the Project Manager.

The Change Proposal shall be reviewed by the Project Manager, and may be approved by the Project Manager if the change does not materially affect the Work, the change is not detrimental to the Work or the interests of the CITY, and the request is received by the Project Manager within ten (10) working days of the start of the condition which caused the change. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand approval of Change Proposals.

10.10.3 CITY Initiated Changes. The CITY may order a change to the Work, if the change is within the scope of work, by written Change Order signed by the Project Manager. The Change Order shall include the information set forth in Subsection 10.10.1 above.

The CONTRACTOR shall promptly and diligently perform in accordance with the AGREEMENT as amended by the Project Manager.

The CONTRACTOR shall, within ten (10) working days of a written request by the

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Project Manager, submit a proposed change (in accordance with Subsection 10.10.1 above) in AGREEMENT Price which the CONTRACTOR certifies and justifies are resulting from the Change Order. This proposed change may be negotiated by the CITY and CONTRACTOR in order to reach an agreement as to the impact of the Change Order upon the AGREEMENT Price. The process of submitting the proposed change and negotiating an agreement, or any failure to reach an agreement as to any resulting change of AGREEMENT Price shall not relieve the CONTRACTOR of its obligation to perform in accordance with the AGREEMENT.

10.10.4 Change of AGREEMENT Price.

- (a) If a change to the Work is covered by Agreement Unit Prices set forth in the Proposal, or any other "Stipulated Unit Prices" set forth in the AGREEMENT then the applicable Agreement Unit Prices or Stipulated Unit Prices shall govern the increase or decrease to the AGREEMENT Price.
- (b) If a change to the Work is not covered by Agreement Unit Prices set forth in the Proposal, or any other "Stipulated Unit Prices" set forth in the AGREEMENT, then the increase or decrease to the AGREEMENT Price shall be the Cost of the Work to the CONTRACTOR calculated in accordance with Subsection 10.10.5 below, unless otherwise agreed in writing between the CITY and the CONTRACTOR.

10.10.5 Cost of the Work.

- (a) **Daily Reports.** In order to be entitled to an adjustment to AGREEMENT Price due to extra work for which the CONTRACTOR is not already being compensated in accordance with this "Cost of the Work" section, the CONTRACTOR shall submit a daily report to the Project Manager in a form subject to the review and approval of the Project Manager. The daily report shall include copies of supporting documents to substantiate all costs listed therein. Supporting documents shall include payroll sheets, delivery tickets, purchase orders, and invoices. The CONTRACTOR shall submit the daily report to the Project Manager by 4:00 p.m. of the next workday. The CONTRACTOR and the Project Manager shall both make a reasonable effort to come to an agreement as to the description of the extra work performed, and shall make written notations appended to the daily report to note any points of disagreement. The daily report shall describe only that extra work performed by the CONTRACTOR for which the CONTRACTOR wishes to be compensated in accordance with this section. The daily report shall include, at a minimum, the following:
 - 1) The names, classifications, and hours of all laborers;
 - 2) The quantities and types of materials used;

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- 3) The type of equipment, size, identification number, and hours of operation, including loading and transportation if applicable;
 - 4) Any other costs for services and expenditures allowable under this Subsection 10.10.5.
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- (b) **Labor.** Labor costs shall include only the actual direct costs of workers and foremen (including payroll taxes, workers compensation insurance, liability insurance, pension, and other assessments or benefits required by law) to the extent they performed extra work. Labor costs shall not include the cost of supervisors or office staff, or any other indirect costs which are covered by the markup.
 - (c) **Materials.** Material costs shall include only the actual direct costs of materials delivered and installed in the extra work.
 - (d) **Equipment Rental.** Equipment Rental shall include the actual direct rental costs of equipment used on the extra work.
 - (e) **Other Items.** The CITY may, in its discretion, authorize the direct costs of other items required for the extra work; to the extent those other items are not covered under markup or Subcontractor Work.
 - (f) **Markup.** The CONTRACTOR shall be entitled to a markup of fifteen percent (15%) of the actual net increase in the above direct costs which are substantiated in accordance with this Subsection 10.10.5. The markup shall cover all indirect costs including but not limited to bond and insurance premiums, office overhead, and the purchasing or renting of small tools and equipment.

10.11 CLAIMS AND DISPUTES.

10.11.1 Claims for Additional Compensation. If the CONTRACTOR wishes to make a Claim for additional compensation, the CONTRACTOR shall submit a written claim to the Project Manager within ten (10) working days of the start of the condition which caused the purported increase in AGREEMENT price. The Claim shall include all the information required by Subsection 10.10.1. In order to substantiate the Claim, the CONTRACTOR shall, at a minimum, submit daily reports in accordance with Subsection 10.10.5.

The Project Manager shall review the CONTRACTOR's claim and may authorize additional compensation in accordance with the criteria set forth in Subsections 10.10.4 and 10.10.5.

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10.11.2 Disputed Work. In the event that a dispute arises between the CITY and the CONTRACTOR as to the interpretation of AGREEMENT, including change orders, or the compensation for Work, the CONTRACTOR shall not be excused from any Work provided for by the AGREEMENT and shall diligently proceed with all work to be performed under the AGREEMENT. No work shall be delayed or postponed by the CONTRACTOR pending resolution of any disputes or disagreements with the CITY unless otherwise agreed to in writing. The CITY shall compensate the CONTRACTOR based on the City Attorney's interpretation of the CITY's obligation to pay, or on a subsequent written agreement of the parties, or as determined by arbitration, or as fixed in a court of law.

10.11.3 Resolution of Disputed Claims: Administrative Review and Civil Action Procedures.

1. Definition.

(a) For the purpose of this Section, "claim" means a separate demand by the CONTRACTOR for (A) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the AGREEMENT and payment of which is not otherwise expressly provided for or the CONTRACTOR is not otherwise entitled to, or (B) an amount the payment of which is disputed by the CITY.

2. Administrative Review By CITY.

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by statute for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the CITY shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the CITY and the CONTRACTOR.

(3) The CITY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

CITYWIDE PRESSURE WASHING SERVICES

(c) (1) For claims of over fifty thousand dollars (\$50,000), the CITY shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the CITY and the CONTRACTOR.

(3) The CITY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

(d) If the CONTRACTOR disputes the CITY's written response, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the CITY, in writing, either within fifteen (15) days of receipt of the CITY's response or within fifteen (15) days of the CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the CITY shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

3. Civil Action Procedures.

(a) The parties agree that if the contractor files a civil action, then within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the matter will be submitted to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

CITYWIDE PRESSURE WASHING SERVICES

process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be conclude within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen-day (15) period, any party may petition the court to appoint the mediator.

(b) (1) The parties agree that if the matter remains in dispute, the case will be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3, (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equal by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

10.12 SUSPENSION OF WORK.

10.12.1 General. The Work may be suspended in whole or in part when determined by the Project Manager that the suspension is necessary in the interest of the CITY. The CONTRACTOR shall comply immediately with any written order of the Project Manager suspending Work.

The CONTRACTOR may be entitled to an extension of time and compensation for suspension of Work in accordance with the provisions of Subsection 10.10.2.

CITYWIDE PRESSURE WASHING SERVICES

- 10.13 EMERGENCY RESPONSE.** Upon verbal, telephonic or written notice from CITY of an emergency services request or safety issue related to service requirements of the AGREEMENT, CONTRACTOR must institute corrective action within one (1) hour of notice from CITY during normal business hours and within four (4) hours during non business hours. CONTRACTOR shall be entitled to compensation for extra work for which the CONTRACTOR is not already being compensated in accordance with Subsection 10.10.5. In the event CONTRACTOR fails to institute corrective action within one (1) hour during normal City business hours and four (4) hours during non-business hours, CITY shall have the right to have any necessary work done by any means necessary to correct the problem. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done for which the CONTRACTOR is being compensated in accordance with the AGREEMENT.
- 10.14 SUBSTANDARD PERFORMANCE.** If CITY finds that all or a portion of the services performed by the CONTRACTOR are substandard to the requirements of the AGREEMENT then CONTRACTOR must correct the noted deficiencies within five (5) workdays of a verbal, telephonic or written notice from CITY. In the event CONTRACTOR fails to correct the noted discrepancies within the five (5) workday period, CITY shall have the right to have any necessary work done at the expense of CONTRACTOR. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done.
- 10.15 LIQUIDATED DAMAGES.** Failure of the CONTRACTOR to complete the services, including the timely submission of schedules, maps, charts and permits as proscribed within the AGREEMENT will result in damages being sustained by the CITY, regardless of whether CITY funds are expended and later recouped from the CONTRACTOR, to complete the services. Such damages are, and will continue to be, impracticable and extremely difficult to determine. A Substandard Performance notification issued in accordance with Subsection 10.14 shall serve as the CITY's initial notification to CONTRACTOR of potential damage. In the event the CITY issues a second Substandard Performance notification in accordance with Subsection 10.14 for any reason, within a thirty (30) day period or a third Substandard Performance notification in accordance with Subsection 10.14 for any reason, within a ninety (90) day period the CONTRACTOR shall pay to the CITY, or have withheld from monies due it, the sum of five percent (5%) of the monthly AGREEMENT compensation.

Execution of the AGREEMENT shall constitute agreement by the CITY and CONTRACTOR that five percent (5%) of the monthly AGREEMENT compensation is the reasonable estimate of the value of the costs and actual damage

CITYWIDE PRESSURE WASHING SERVICES

caused by failure of the CONTRACTOR to complete the services as required by the AGREEMENT, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the CONTRACTOR if such damage occurs.

10.16 DEFAULT BY CONTRACTOR. If, in the opinion of the Project Manager, there is a reasonable doubt as to the CONTRACTOR's ability to complete performance under the AGREEMENT or the CONTRACTOR is not complying in good faith with the terms of the AGREEMENT, or in the event of a breach of a material requirement of the AGREEMENT, the CONTRACTOR shall be in default of the AGREEMENT. Upon default, the CITY shall give written notice to the CONTRACTOR to cure the default within five (5) working days of the notice or, if more than five (5) working days are reasonably required to cure the default, the notice shall require adequate assurance of due performance within five (5) working days. At a minimum, adequate assurance shall consist of CONTRACTOR's actual performance in accordance with the AGREEMENT, and written documentation of CONTRACTOR's demands for performance to subcontractors and suppliers, and the subcontractor's and supplier's written acknowledgement thereof. If the CONTRACTOR complies with the notice, the AGREEMENT shall remain in full force and effect.

If the CONTRACTOR does not comply with the notice within five (5) working days, or after starting to comply, fails to continue to diligently perform, the CITY may exclude the CONTRACTOR from the premises and take possession of all materials and equipment, and complete the Work by any means allowable under the law.

CITY may also terminate the AGREEMENT upon written notice to CONTRACTOR in the event that:

- (a) CONTRACTOR shall voluntarily file or have involuntarily filed against it any protection under any bankruptcy or insolvency act or law; or,
- (b) CONTRACTOR shall be adjudicated a bankruptcy; or,
- (c) CONTRACTOR shall make a general assignment for the benefit of creditors.

In the event of an exclusion of the CONTRACTOR from the premises, the CONTRACTOR shall not be entitled to receive any further payment until the work is completed. The CONTRACTOR shall be paid the actual amount due in accordance with the AGREEMENT for the amount of work performed at the time of exclusion, less damages caused to the CITY by the CONTRACTOR's default.

CITYWIDE PRESSURE WASHING SERVICES

The cost to the CITY of completing the work, including any administrative costs and attorney's fees, shall be called "Completion Costs." Completion Costs shall be deducted from any money due or becoming due to the CONTRACTOR under the AGREEMENT. If the sums under the AGREEMENT are insufficient for the CITY to pay Completion Costs, the CONTRACTOR shall pay the CITY the amount of such unpaid Completion Costs within ten (10) working days of receipt of written certification by the CITY of the amount owed.

The provisions of this section shall be in addition to all other rights and remedies available to the CITY under law.

10.17 Fiscal Year Budget. If the Fiscal Year Budget for the CITY does not contain funds for the AGREEMENT, then that portion of the AGREEMENT shall be considered null and void effective July 1st, the beginning of that Fiscal Year. Nothing in this AGREEMENT shall obligate the CITY to appropriate funds for the AGREEMENT, provided however that the CITY agrees that it will not contract with another individual provider of like services in a year in which it does not appropriate funds for the AGREEMENT.

11. 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.

12. 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.

13. 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.

14. TERMINATION OF AGREEMENT. Upon five (5) days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other of the CITY's rights or remedies, terminate this Agreement. Upon the service of a notice of termination, the CONTRACTOR shall discontinue the work in the manner,

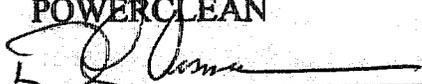
CITYWIDE PRESSURE WASHING SERVICES

sequence, and at such times as directed by the CITY's project manager. The CONTRACTOR shall remain responsible for the quality and fitness of the work performed by the CONTRACTOR before termination of the Agreement. All requirements of the Agreement pertaining to work completed or to be completed as of the time of termination shall survive the termination, including without limitation all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch list" items directed by the CITY's project manager.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the work not performed or lost business opportunity.

15. **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 Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

POWERCLEAN
By: 
David L. Ausmus dba Powerclean
Owner

CITY OF OCEANSIDE
By: _____
Steven Jepsen, City Manager

APPROVED AS TO FORM:


City Attorney

576904721
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

State of California
County of San Diego

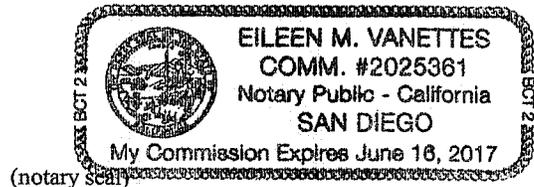
On July 21, 2014 before me, Eileen M. Vanettes, Notary Public, personally appeared
David L. Ausmus

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.

Eileen M. Vanettes
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Oceanside -
(Title or description of attached document)

Professional Contractor
(Title or description of attached document continued)

Number of Pages 30 Document Date 7/21/14

Services Agreement
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Owner

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CITYWIDE PRESSURE WASHING SERVICES

EXHIBIT A

SCOPE OF WORK

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** **Joel Menard**
City of Oceanside,
Public Works Department
4927 Oceanside Blvd.
Oceanside, CA 92056
(760) 435-5205
- Area 3** **Steve Rodriguez**
City of Oceanside
Public Works Department
Harbor and Beaches Division
1540 Harbor Drive North
Oceanside, CA 92054
(760) 435-4031

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.

CITYWIDE PRESSURE WASHING SERVICES

EXHIBIT A

SCOPE OF WORK

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.**
- 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, storm drains, harbor or ocean. The CONTRACTOR shall be held liable for any such activity under the Clean Water Act.

CITYWIDE PRESSURE WASHING SERVICES

EXHIBIT A

SCOPE OF WORK

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 and Area 3 locations must be cleaned between the hours of 2:00 a.m. and 7:00 a.m.
 - 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 three distinct areas for contract administration and billing purposes. Area 1 consists primarily of bus stops and downtown areas. Area 2 consists primarily of areas in City Parks. Area 3 consists primarily of areas in the harbor and beaches. The following are brief descriptions of each area. Square footage may be reduced or added from any location at the direction of the Project Managers. The method used for determining the adjusted agreement price shall be the quotient of the proposal price divided by the square feet multiplied by the area to be added or subtracted.

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, 11, 11a, 11b, 12, 20, 21 (two islands), 24, 24a (two islands), 26 (two islands), 29, 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 24a - The perimeter sidewalks for the lot between the 200 block of Pacific Street and Myers Street.
- F.** Perimeter of Top Gun House lot -The perimeter sidewalk for the city block between the 100 block of North Pacific Street and Myers Street (concrete sidewalks on west and north side).
- 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

CITYWIDE PRESSURE WASHING SERVICES

EXHIBIT A

SCOPE OF WORK

Horne Street, Mission and Horne Street and 602 North Coast Highway.

- H. Sidewalk from 217 North Coast Highway to alley. Excluding frontage and side of Le Petite Madeline.
- I. 330 North Coast Highway. Library frontage including bus stop. Approximately 3,980 sqft.
- 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.
- M. OTC Parking Structure, 290 Seagaze common areas.

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.
- 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. Gazebo, approximately 1,950 sqft.
- F. Libby Lake Park. 424 Calle Montecito. Gazebo/picnic area. Approximately 5,396 sqft.
- G. MLK Park. 4300 Block Mesa Drive. Picnic area and gazebo. Approximately 11,340 sqft.
- H. Pacific Promenade. Wisconsin to Sportfisher. Sidewalk and seating areas. (Approximately 22,615 sqft.) Seating areas only (Approximately 7,120 sqft.)
- I. Pierview Undercrossing. Pierview at the railroad tracks. Pedestrian/Handicap ramps (Approximately 10,000 sqft.) Handicap ramps only (Approximately 1,000 sqft.)

CITYWIDE PRESSURE WASHING SERVICES

EXHIBIT A

SCOPE OF WORK

AREA 3 – HARBOR AND BEACHES

- A. Harbor Lot #11 (East Side) – Blue and red sidewalks. Approximately 6,500 sqft.**
- B. Harbor Lot #11 (West Side), Sidewalk west of the Pacific Street Bridge on Harbor Drive South. Approximately 22,733 sqft.**
- C. Dolphin Dock. Approximately 8,333 sqft.**
- D. Coast Guard Dock. Approximately 8,333 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	257.58	6,181.92	257.58
Perimeter Lot 33	Monthly	257.58	6,181.92	257.58
Perimeter Lot 35	Monthly	110.93	2,662.32	110.93
Pay Machine Island Lot 7	Monthly	15.00	360.00	15.00
Pay Machine Island Lot 11	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 24a (2 islands)	Monthly	30.00	720.00	15.00 per island
Pay Machine Island Lot 26 (2 islands)	Monthly	30.00	720.00	15.00 per island
Pay Machine Island Lot 29	Monthly	15.00	360.00	15.00
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	As needed	185.72	-	185.72
Perimeter Top Gun House lot-100 N. Pacific	As needed	102.14	-	102.14
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

CITYWIDE PRESSURE WASHING SERVICES

EXHIBIT B

UNIT PRICES

Bus stop Oceanside Blvd and Coast Highway southwest corner	Bi Weekly	30.00	720.00	15.00
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
217 North Coast Highway to front/side	Bi Weekly	69.60	1,670.40	34.80
330 North Coast Highway. Library frontage including bus stop	Bi Weekly	230.84	5,540.16	115.42
Star Theater foyer, sidewalk and bus stop	Bi Weekly	70.24	1,685.71	35.12
316 Pierview Way foyer and sidewalk	Bi Weekly	48.08	1,153.97	24.04
Pedestrian underpass at I-5 and Capistrano	Weekly	190.60	4,574.40	47.65
OTC Parking Structure	Monthly	550.00	13,200.00	550.00

CITYWIDE PRESSURE WASHING SERVICES

**EXHIBIT B
AREAS 2 CITY PARKS**

UNIT PRICES

LOCATION	AREA TO BE CLEANED	CLEANING FREQUENCY PER MONTH	COST PER MONTH	TOTAL COST	COST PER EXTRA CLEANING
Alamosa Park	Gazebo	Monthly	18.13	435.00	18.13
Balderrama Park	Gazebo	Monthly	43.85	1,052.40	43.85
Buccaneer Park	Gazebo	Monthly	32.54	780.91	32.54
Cesar Chavez Park	Basketball court, Picnic area, playground	Monthly	152.25	3,654.00	152.25
Lake Park	Gazebo	Monthly	63.80	1,531.20	63.80
Libby Lake Park	Gazebo/Picnic area	Monthly	156.48	3,755.52	156.48
MLK Park	Gazebo/Picnic area	Monthly	328.86	7,892.64	328.86
Pacific Promenade Wisconsin to Sportfisher Streets	Sidewalk and seating area	Monthly (1 st Monday of every month)	655.84	15,740.16	655.84
Pacific Promenade Wisconsin to Sportfisher Streets	Seating area (only)	Monthly (3 rd Monday of every month)	206.48	4,955.52	206.48
Pierview Undercrossing	Pedestrian/ Handicap Ramps	Every Monday	1,160.00	27,840.00	290.00
Pierview Undercrossing	Handicap Ramps (only)	Twice a Month (1 st & 3 rd Monday of every month)	58.00	1,392.00	29.00

CITYWIDE PRESSURE WASHING SERVICES

EXHIBIT B

UNIT PRICES

AREAS 3 HARBOR AND BEACHES

LOCATION	AREA TO BE CLEANED	CLEANING FREQUENCY PER MONTH	COST PER MONTH	TOTAL COST	COST PER EXTRA CLEANING
Harbor Lot #11	East Side Sidewalks (Blue and Red)	2X per month	377.00	9,048.00	188.50
Harbor Lot #11	West Side and Sidewalk West of Pacific Street Bridge on Harbor Drive South	Monthly	659.26	15,822.24	659.26
Dolphin Dock	Dock	2X per month	483.32	11,599.68	241.66
Coast Guard Dock	Dock	2X per month	483.32	11,599.68	241.66

The following square foot unit costs are for extra work and emergency work (special events) the contractor may be asked to perform. Includes all labor, materials and applicable costs.

Pressure washing cost per square foot. (Extra work) \$0.029

Emergency pressure washing cost per square foot* \$0.029

*(Response within 4 hour notice during non-business hours)