

**SERVICES CONTRACT AGREEMENT  
FOR  
NORTH PARK MAIN STREET**

THIS AGREEMENT ("Agreement") by and between the NORTH PARK MAIN STREET ("NPMS") and South Bay Power Washing ("Contractor"), is made and entered into on Apr. 01, 2020 (Effective Date) with reference to the facts set forth below.

**RECITALS**

- A. Pursuant to contract ("City Agreement") with the City of San Diego ("City"), North Park Main Street is authorized to provide certain services within PBID boundaries as per RFQ specified areas, herein.
- B. North Park PBID Management Plan states that North Park Main Street may enter into contracts with contractors to provide street cleaning for 114 streets as per approved proposal as submitted.
- C. NPMS requires a maintenance service firm to provide pressure washing services. The Contractor has a background in providing these services and is willing to provide such services to NPMS based on this background.

**AGREEMENT**

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable considerations, receipt of which is acknowledged, the parties here to agree as set for below:

**AGREEMENT PERIOD**

This agreement shall commence on Apr. 01, 2020 ("Commencement Date") and continue through Apr. 30, 2020 ("Completion Date") unless terminated sooner pursuant to the termination provided in this Agreement.

**SCOPE OF SERVICES**

The scope of work shall include regularly scheduled pressure washing of sidewalks that accomplishes the following:

- a. Removal of dirt and stains
- b. Removal of human and animal waste stains
- c. Removal of food waste stains
- d. Removal of graffiti on sidewalks

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- e. Cleaning of base of public trash cans in the public right of way
- f. Removal of gum and other substances/objects that may stick to sidewalk surfaces
- g. Reclamation of all pressure wash water
- h. Clearly legible "Caution" signs to be placed on every sidewalk bin pressure washed
- i. Enter all service activities into the required data collection software, namely Eponic. The Contractor will be charged a service fee of \$75 per month per phone by Eponic Corporation.

### TECHNICAL SPECIFICATIONS

The following technical specifications must be in order.

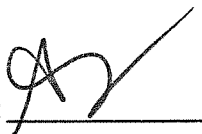
- 3.1 Contractor shall furnish all equipment including but not limited to: all trucks, tanks, hand brooms, scrapers, hoses, and any other equipment necessary to thoroughly clean all sidewalks.
- 3.2 The trucks(s) utilized in this contract shall be equipment with a cover to prevent debris from blowing out of the truck during transport as needed.
- 3.3 Contractor shall obtain or provide the necessary replacement equipment and manpower to ensure that the work will be performed without regard to equipment failures or absenteeism of employees.
- 3.4 All equipment/vehicles must, whenever possible, carry NPMS-designed signage and logos along with the Contractor's logo. NPMS logos and signage will be provided to Contractor by NPMS. Each vehicle will have a unique vehicle identification number.
- 3.5 Contractor is to list equipment and manpower proposed to be used in this contract including:
  - 3.5.1 Vehicle make, model and year
  - 3.5.2 Pressure washing equipment make, model, year, PSI and noise decibel
  - 3.5.3 State whenever pressure washer is installed on the vehicle or towed on a trailer
  - 3.5.4 Number of people proposed to perform contract services on days specified

### WASHING REQUIREMENTS

After removal of all debris from the sidewalk, the entire sidewalk shall be washed with high pressure water (2,000 psi) to remove all dirt, liquids and other pedestrian vehicle residue. Pressure washer should be able to attain a minimum temperature of 160° Fahrenheit. Drop inlet grates shall be free from debris when completed. No mechanical cleaning devices shall be driven on the sidewalk.

The use of products that are harmful to the environment shall be a cause for punitive action from Federal, State, Regional and City of San Diego storm waste.

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**PERFORMANCE STANDARDS:**

**Management** — Contractor management services, including but not limited to employee supervision, work scheduling, supplies control, and management availability.

**Employee Supervision** — Contractor employee(s) shall be supervised by Contractor to ensure proper performance of duties and adherence to contractual requirements. A weekly inspection of North Park sidewalks will be made by Contractor's supervisor.

**Dismissal of Unsatisfactory Employees** — If, in the opinion of NPMS, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on NPMS, property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The removal of an employee is not to affect the quality of the contract in any way.

**Quality Assurance** — Whenever complaints are received from building occupants, an inspection will be made to validate the complaint. If valid, NPMS will notify Contractor and correct action will be taken within twenty-four (24) hours of receiving the complaint. Continued failure and or poor performance shall be cause for termination of contract.

**Participation** — Contractor must learn about all services provided by NPMS and notify supervisor on duty of any issues (e.g. trash on the sidewalk, graffiti).

**Protection of Existing Facilities** — Contractor shall take precaution to protect all public and private property during performance of this contract. Any damages caused by Contractor's be replaced. All costs for such repairs or replacement shall be the sole responsibility of the Contractor.

Extreme care shall be taken to prevent water from entering store basements and storefronts through sidewalk elevators and/or door sills.

**Storm Water Regulations** - Must comply with City of San Diego and other local, state, and federal agencies that regulate the discharge of unauthorized products and materials in the storm water conveyance system. You may visit the following link for specification requirements:

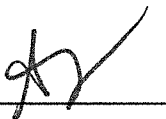
<http://docs.sandiego.gov/municode/MuniCodeChapeter05/Ch05Art9.5Division01.pdf>

**Water Use Regulations** - Must comply with the City of San Diego and other local, state and federal agencies that regulate the use of water. You may visit the following link for specific requirements:

<http://docs.sandiego.gov/conservation/drought/prohibitions.shtml>

**Communication** – The ability to speak English well enough to effectively communicate with people in the service area, management and supervisory personnel is required.

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**Appearance** — A professional, well-groomed appearance is consistent with NPMS's image and ensures that our client have a positive overall impression of the organization and North Park.

- Uniforms:** All work attire must be complete, clean, odor free, with no stain, rips or holes.
- 4.1 NPMS vest with logo as approved by NPMS at the cost of the Contractor.
  - 4.2 Polo-style shirts or t-shirts must be tucked in at all times, whether long sleeve or short-sleeve. Explicit or suggestive language or images are forbidden.
  - 4.3 Pants or shorts must not be ripped, worn, torn, or frayed. Pants or shorts must be worn above the hip bones and should not be baggy or sagging.
  - 4.4 Shoes must be clean, in good repair and conform to the safety standards or your service.
  - 4.5 Must wear black or white socks.
  - 4.6 Belts that are worn should coordinate and not pose a safety hazard.
  - 4.7 Jewelry must not present a safety hazard.

**Hygiene:** Clean hygiene is expected.

**Hair:**

- 5.1 Men: Hair must be clean and styled to provide a conservative, neat appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Facial hair must be neatly trimmed and give a professional appearance.
- 5.2 Women: Hair must be clean and styled to provide a conservative appearance. Long hair may not fall forward while performing normal job duties. Extreme or bizarre hair colors are not permitted. Hair clips, ribbons or bows that coordinate with uniform colors are acceptable.

**Body Art:** Tattoos are acceptable, but may not be offensive, derogatory, racial, explicit, or gang related.

**Cell Phone/Pagers:** While delivering contracted services personal cell phones, texting devices, pagers or any other electronic communication devices should not be used unless it is related to the service provided. Per California state law, a hands-free device must be employed while driving and speaking on a cell phone.

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### Neighborhood

The Greater North Park community and Main Street business district have experienced a triumphant rebirth within the last ten years. This North renaissance has flourished with the emergence of a thriving new creative element. In 1998 North Park Main Street declared itself an Arts, Culture & Entertainment District to celebrate and promote this new economic and cultural trend. Over the past several years, a new professional class of artists, designers, musicians, writers, entrepreneurs and a broad array of imaginative cultural events have transformed North Park into a widely recognized: "Creative Community".

This proposal is provided for power washing of the sidewalks within the NPMS PBID boundaries as outlined in the map and attached to Exhibit A.

### Frequency

At any time and for any reason, NPMS may request additional or less frequent pressure washing services in adherence to the agreed upon contract term.

### Subcontracting

If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors to approval by NPMS. Contractor may not subcontract 50% or more of the awarded contract work. Any such lists shall show the names of each subcontractor or supplier, describe the portions of the work or product that each provides and provide a detailed description of qualifications. Without the approval of NPMS, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.

### Compliance

Respondents must demonstrate the ability to deliver the requested services while operating in a dynamic environment with noise, parking, and traffic restrictions. Respondents must also demonstrate the ability to comply with all Federal, State, Regional and City of San Diego storm water regulations, specifically waste water reclamation, while performing the requested services. Respondents must also demonstrate the ability to perform the services in times and in manner that does not interfere with, or disrupt normal business operations. You may visit the following links for specific requirements.

<http://clerkdoc.sannet.gov/legtrain/mc/MuniCodeChapter05/Ch05Art09.5Division04>

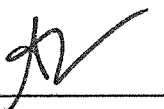
<http://clerkdoc.sannet.gov/legtrain/mc/MuniCodeChapter04/Ch04Art03Division03>

<http://sandiego.gov/stormwater>

### Terms and Conditions

This contract is dependent upon approval of the NPMS Board of Directors. Moreover, this contract between NPMS and South Bay Power Washing is based on mutually acceptable contract terms and conditions on behalf of both parties. The contract will be effective **Apr. 01, 2020** for a period of 1 month.

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### Contract Extension

At the sole discretion of the NPMS, this contract may be extended on a year to year basis, however in no case shall the renewal extend beyond five years from the date of award of the original contract without a new proposed agreement. On annual review, the cost per street work is subject to price increase and negotiation.

### Insurance

The Contractor, South Bay Power Washing shall perform the work described as mentioned under the section "Scope of Work" and to provide:

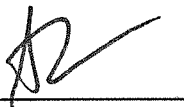
6.1 Commercial General Liability. Commercial General Liability (CGL) insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense shall be outside the limits of the policy.

6.2 Commercial Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect automobile's insurance written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobiles (any auto).

6.3 Workers' Compensation. For all Contractors' employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation Policy. The policy shall provide a minimum of \$1million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against NPMS and the City and its respective elected officers, employees, agents, and representatives.

- A. Deductibles. All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to NPMS and the City at the time the evidence of insurance is provided. Payment of deductibles for policies required by this Agreement shall be considered appropriate PBID expenses, subject to authorization by the MDP and PBID law, and shall be reimbursed in accordance with section 5 of Agreement.
- B. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by NPMS and the City. NPMS and the City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the list of Approved Surplus Lines Insurers (LASLI list).

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All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- C. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to NPMS and the City before any performance is initiated under this Agreement.

1. Commercial General Liability Insurance Endorsements

Additional insured. To fullest extent allowed by law, including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an insured NPMS and the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operation performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Primary and Non-contributory Coverage. The policy must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of NPMS and the City, its elected officials, officers, employees, agents and representatives as it respects to operations of the Named Insured. Any insurance maintained by the NPMS and the City, its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

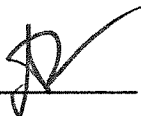
Severability of Interest. The policy or policies must have endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. Automobile Liability Insurance Endorsements

Additional insured. To fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an insured NPMS and the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. NPMS and the City is an additional named insured and insurer waives the right of subrogation against NPMS and the City and its respective elected officials, officers, employees, agents and representatives shall be in excess of Contractor's Insurance and shall not contribute to it.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any insurance or self-insurance of NPMS and the City, its elected officials, officers, employees, agents and representatives as it respects to operations of the Named Insured. Any insurance maintained by NPMS and the City, its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's Insurance and shall not contribute to it.

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3. Worker's Compensation Insurance Endorsements

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against NPMS and the City, its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for NPMS and the City.

- D. Additional Insurance. Contractor may obtain additional insurance not required by this agreement.
- E. Excess Insurance. All policies providing excess coverage to NPMS and the City shall follow the form of the primary policy or policies including but not limited to all endorsements.
- F. Nothing in this section shall create any implication that Contractor owns, leases, controls, or uses any NPMS or City property open to the general public, including but not limited to public right of way.

**Indemnity and Hold Harmless**

All services in connection with this Agreement shall be at the risk of Contractor, exclusively. To the fullest extent allowed by law, Contractor shall indemnify, defend (with legal counsel) reasonably satisfactory to NPMS and hold harmless the Indemnitee (defined below) from and against any and all claims (as defined below). Contractor's obligation to defend and indemnify shall be triggered by the assertion of a claim against any Indemnitee and shall apply whether or not the Contractor or any of the Contractor parties was negligent or otherwise at fault and whether or not the claim has a merit. However, Contractor shall not be obligated under this Agreement to indemnify and Indemnitee for any claims arising from the sole negligence or willful misconduct of that Indemnitee. Contractor's obligation shall also include claims based on duties, obligations, or liabilities imposed on Indemnitees by statute, ordinance, regulation or other law.

The Indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by disability acts or other employee benefits acts.

For purposes of this Section (a) a "Claim" is any claim, demand, obligation, cause of action, damage, loss, liability, mechanic's lien, cost or expense (including, without limitation, attorney's fees and costs and other litigation, mediation, or judicial reference expenses) whether based on tort, contract, or equitable principles, in any way arising from or in any way connected with the performance or nonperformance of this Agreement by Contractor or its employees, agents, independent contractors, suppliers, subcontractors, officer, directors, shareholders, representatives, affiliates, successors or assigns (collectively, Contractor Parties"), and (b) the

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"Indemnitees" are NPMS and the City of San Diego and their respected elected officials, officers, employees, agents and representatives, its members, managers, shareholders, and affiliates, successors and assigns of all such parties.

South Bay Power Washing is required to provide evidence of personal injury, bodily injury, and property damage insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence, subject to annual aggregate of two million dollars (\$2,000,000.00) for general liability, completed operations, and personal injury, other than bodily injury, insuring against all liability of the City of San Diego, NPMS, its members, Board of Directors, and its authorized representatives, arising out of or in connection with, the performance of work under this contract with NPMS.

#### **Equal Opportunity Program Requirement**

The City of San Diego and NPMS are strongly committed to equal opportunity in the solicitation of professional service consultants. To assure that the consultants doing the business with, or receiving funds from the City of San Diego, and NPMS are equal opportunity contractors and employers. Respondents shall comply with requirements of San Diego Ordinance No. 18173, section 27.2701 through 22.2708

#### **Payment for Services**

During the term of this Agreement, the North Park Main Street shall pay to Contractor:

- a. Number of streets — 50
- b. \$51 per sidewalk
- c. Total amount per month -\$2,500/month
- d. Frequency of cleaning — once a month per street
- e. Total amount for 1 month - \$2,500/month

#### **Invoicing/Payment Due Dates**

The Contractor shall invoice NPMS not later than five business days following the end of each month for services performed, which shall be sent by mail to NPMS, 3939 Iowa Street, Suite 2, San Diego, CA 92104, Attention: Miss Angela Landsberg, Executive Director. Each invoice shall specify the dates of service, bill rate, and number of sidewalks cleaned. The Contractor's invoice shall be due and payable 30 days from the date of NPMS's receipt of invoice.

#### **Time Periods for Providing Services**

Contractor shall provide as needed to complete scope of work, including holidays.

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**Living/Prevailing wage**

The Contractor must comply with the City of San Diego Living Wage Ordinance and Prevailing Wage requirements. Links for the specific requirements below:

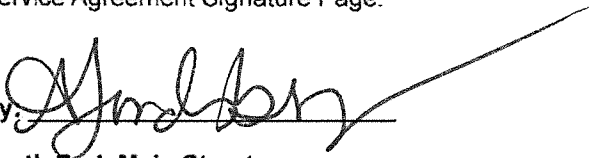
<http://www.sandiego.gov/purchasing/programs/livingwage/>

<http://www.sandiego.gov/eoc/laborcompliance>

**Nondiscrimination Policy**

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors or suppliers.

Service Agreement Signature Page:

By: 

North Park Main Street  
Angela Landsberg  
Executive Director  
3939 Iowa Street, Suite 2  
San Diego, CA 92104

By: 

South Bay Power Washing  
Efren Sanchez  
President  
2131 A Ave  
National City, CA 91950

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the date first set forth above.