



**CONTRACT BETWEEN THE
CITY OF SAN DIEGO AND
URBAN CORPS OF SAN DIEGO COUNTY FOR
BRIDGE MAINTENANCE PROJECTS**

CONTRACT

This Contract is entered into by and between the City of San Diego, a municipal corporation (City), and Urban Corps of San Diego County (Contractor).

RECITALS

City needs bridge maintenance services as further described in the Scope of Services (Services), attached hereto as Exhibit A.

Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

City and Contractor (collectively, the Parties) wish to enter into an agreement whereby City will retain Contractor to provide the Services.

Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Contract is exempt from competitive bidding requirements because this Contract furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I CONTRACTOR
SERVICES**

1.1 Scope of Services. Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

1.2 Contract Administrator. The Transportation & Storm Water Department (Department) is the Contract Administrator for this Contract.

1.3 General Contract Terms and Provisions. This Contract incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4 Submittals Required with the Contract. Contractor is required to submit all forms and information listed in Exhibit C before this Contract is executed.

ARTICLE II DURATION OF CONTRACT

2.1 Contract Term. This Contract shall be for a period of five (5) years beginning October 10, 2019 through October 9, 2024. City may, in its sole discretion, extend this Contract for 0 additional 1 year period(s). Unless otherwise terminated, this Contract shall be effective until completion of Services or September 30, 2024 whichever is the earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Contractor for performance of all Services rendered in accordance with this Contract, including reasonably related expenses, in an amount not to exceed \$750,000.

The cost per crew for an eight-hour day shall be:

- Labor crew of four (4), plus one (1) supervisor: \$1,080
- Labor crew of six (6), plus one (1) supervisor: \$1,480
- Labor crew of ten (10), plus one (1) supervisor: \$2,280

Corps members rates are \$25 per hour and Supervisors rates are \$35 per hour. The labor crew estimates above do not include any material or supplies that may be needed to complete projects. The City will reimburse Contractor for materials or supplies, such as dumping fees of \$550 per 40 cubic yard container, transportation fees of \$0.56 per mile, and fuel to operate a power washer, subject to City approval and verification. The City may reimburse Contractor for other expenses, materials or supplies subject to City approval and verification.

3.2 Annual Appropriation of Funds. Contractor acknowledges that the Contract Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this

Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

**ARTICLE IV
CONTRACT DOCUMENTS**

4.1 Contract Documents. This Contract and the aforementioned exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

4.2 Counterparts. This Contract may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

By: _____

Date: _____

[Signature]
1/24/2020

CITY OF SAN DIEGO

By: _____

Director, Purchasing & Contracting

Date: _____

Approved as to form this 29th day of January, 20 20.

MARA W. ELLIOTT, City Attorney

BY: _____

Deputy City Attorney

CASSANDRA MOUGIN

EXHIBIT A SCOPE OF SERVICES

A. OVERVIEW

Provide city-wide bridge and pedestrian overpass maintenance services including power washing of walkways, wall space, openings, and staircases. The contractor shall perform graffiti removal from all sidewalks, and wall space.

B. REQUIREMENTS AND TASKS

The Contractor shall perform the following Services at the direction of the City of San Diego.

Contractor shall provide labor and materials for the cleaning of bridges and pedestrian overpasses to include power washing of walkways, wall space, openings, and staircases; graffiti removal from all sidewalks, wall space, and railings; removal of stains, gum, oil, vomit, bird droppings, litter, and debris; wiping down of handrails; cleaning out all accessible openings and staircases.

The Contractor shall adhere to the Environmental Protection Agency's standard for illegal water run-off and harmful chemicals in water tank. Work will be completed as scheduled and in a timely and efficient manner.

All work shall be performed in keeping with the high aesthetic level of the area being maintained. When paint is used to abate graffiti, it shall closely match the color of the surface being restored.

The Contract Administrator shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

The Contractor shall provide a weekly report, of cleaning and maintenance completed, in writing to the Contract Administrator. The reporting shall include daily work performed to include hours worked, square footage and instances of graffiti removed, amount of debris removed, and any other measures of work performed as requested by the Contract Administrator.

The Contractor shall perform cleaning and maintenance of the Harbor Drive Pedestrian bridge seven days per week, Monday through Sunday, and shall be scheduled at times that do not conflict with events at adjacent downtown locations.

The Contractor shall perform cleaning and maintenance at other pedestrian locations on an as-needed basis when directed by the City's Street Division and/or Contract Administrator.

The Contractor and its employees shall conduct themselves in a proper, professional, and efficient manner at all times and shall cause the least possible annoyance to the public. Contractor's staff shall work in neat and clean uniforms while at a job site. The Contractor will furnish their

employees with a shirt, or some other type of upper body wear, bearing the company's identification.

The Contract Administrator 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 interest of the City of San Diego.

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the Contract Administrator. All work under this contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA. The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.