

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 18th of June 2019, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Pro-Sweep ("Service Provider"), whose address is P.O. Box 5182, San Jose, CA 95150. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought proposals for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide Pressure Washing and Parking Lot Sweeping services.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on May 14, 2019, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin **July 1, 2019** and will continue through **June 30, 2024**, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of the these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation. Compensation for services **shall not exceed \$71,352** for the first year, inclusive of all costs. Payment shall be based upon Town approval of each task. Compensation for years two through five of this agreement shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$71,352.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.8 Failure to Perform. It is mutually agreed by SERVICE PROVIDER and TOWN that in the event that performance of the work by SERVICE PROVIDER under this Agreement is not completed as scheduled, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of

penalty, SERVICE PROVIDER shall pay to TOWN the sum of five hundred dollars (\$500.00) per location per scheduled service in liquidated damages for every missed service. In the event that the liquidated damages are not paid, SERVICE PROVIDER agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to SERVICE PROVIDER under this Agreement.

- 2.9 Schedule. Service Provider shall provide a schedule to the Town prior to beginning work. The schedule shall identify dates of service for each location. Schedule changes shall be approved by the Town with 24-hour notice. Each missed location shall be considered a failure to perform, unless the contractor provides advance notice of schedule change.
- 2.10 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers

it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- 2.14 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials,

employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15)

written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

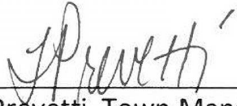
Pro-Sweep
P.O. Box 5182
San Jose, CA 95150

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

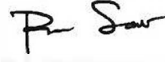
IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement

Town of Los Gatos by:



Laurel Prevetti, Town Manager

Service Provider by:



Digitally signed by Rich Saso
DN: cn=Rich Saso, o.ou, email=rich@pro-
sweep.com, c=US
Date: 2019.07.10 08:28:37 -07'00'

President, Rich Saso

Title

Recommended by:



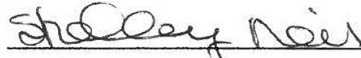
Matt Morley
Director of Parks and Public Works

Approved as to Form:



Robert Schultz, Town Attorney

Attest:



Shelley Neis, CMC, Town Clerk

BID PRICE SHEET

For all services described below, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

A. GENERAL SERVICES

COST PROPOSAL

BID ITEM	PERIOD	DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)	UNIT PRICE	TOTAL ITEM PRICE	TOTAL HOURS FOR SERVICES.
01	Monthly	Pressure Wash Downtown Sidewalks per attached Site Location map.	\$4,200	\$50,400	70 hours /service
02	Monthly	Pressure Wash Civic Center Library Area per attached Site Location map.	\$360	\$4,320	6 hours / service
03	Quarterly	Pressure Wash Downtown Parking Garage. All water and Materials Shall be Captured through-out the Process.	\$1,920	\$7,680	32 hours / service
04	Monthly	Additional Cost for Parking Lot Sweeping Service for eleven (11) Municipal Lots and eight (8) Parks Parking Lots	\$746	\$8,952	14.5 hours / service

Date: 5/7/2019

To: Steve Regan
41 Miles Ave
Los Gatos, CA 95030

Job Location:
131 E Main St, Los Gatos, CA 95030

Service Proposal

Pro-Sweep, Inc., agrees to furnish all supervision, labor, materials, and equipment needed to complete the required services at the following location below.
Pro-Sweep reserves the right to charge a cancellation fee should the service be canceled less than 48 hours from the scheduled service date.

Service To Include:

1. To remove all dirt, algae, gum and stains (to the best of our ability) from surface.
2. Steam clean designated areas per your request.
3. Protect all entrances to prevent water seepage.
4. Scrub and hydro-flush concrete areas.
5. Water recaptured and processed.
6. Squeegee any over-spray on windows.
7. Service to be performed: As specified below.

Equipment and Labor To Be Used:

1. 1 Delco 4500 PSI - Water temperature will be 160 degrees
2. 2 Water Vacuum
3. 2 Men
4. Pressed wood sheets (to protect all landscaped areas)

Description	Qty	Rate	Extension
1 Monthly steam Cleaning of Downtown sidewalks per site location map provided. Cost per Month	12	\$4,200.00	\$50,400.00
2 Monthly steam cleaning of Civic Center library area per site location map provided. Cost per Month	12	\$360.00	\$4,320.00
3 Quarterly steam cleaning of Downtown parking garage. All water and materials to be recaptured throughout the process. Cost per Service	4	\$1,920.00	\$7,680.00

NOTES:

- Please advise tenant of possible water seepage at entrances.
 - Inaccessible areas may prohibit ability to clean
 - Water run-off (often containing contaminants) will be recaptured and processed by standards established by municipality governing property's geographic location.
 - Fire alarms must be set to TEST mode and exhaust fans activated by management, during duration of service in enclosed garages
 - Working conditions deemed unsafe, due to fire alarm or carbon monoxide censor activation, will result in an immediate evacuation of premises, until "all clear" is
-
- To accept this proposal, please sign and return to your service coordinator.
 - Please email your insurance requirements to shelby@pro-sweep.com.
 - Should this service require a purchase order please submit along with signed proposal.
 - Contract with a 30 day cancellation clause in effect, upon approval of this proposal.
 - Terms: Net 30

Total \$62,400.00

Authorized Signature

Date

Date: 5/14/2019

To: Steve Regan
41 Miles Ave
Los Gatos, CA 95030

Job Location:
North Parking Lot, Los Gatos, CA 95032, Lot 1, Los Gatos, CA 95032, Lot 2, Los Gatos, CA 95032, Lot 3, Los Gatos, CA 95032, Lot 4, Los Gatos, CA 95032, Lot 5, Los Gatos, CA 95032, Lot 6, Los Gatos, CA 95032, Lot 7, Los Gatos, CA 95032, Lot 8, Los Gatos, CA 95032, Lot 9, Los Gatos, CA 95032, Lot 10, Los Gatos, CA 95032,

Service Proposal

Pro-Sweep, Inc., agrees to furnish all supervision, labor, materials, and equipment needed to complete the required services at the following location below.
Pro-Sweep reserves the right to charge a cancellation fee should the service be canceled less than 48 hours from the scheduled service date.

Service Proposal | Sweeping Services

Pro-Sweep, Inc., agrees to furnish all supervision, labor, materials, and equipment needed to complete the required services at the following location below:

Scope Of Work:

1. Sweeping Of All Paved Areas Utilizing Back Pack Blowers And/or Power Nite-hawk Sweeping Unit, As Appropriate For Property.
2. Sweeping Includes Along Perimeter Of Buildings, Curbs, Fences, And Tire Stops In Accessible Serviced Areas.
3. Follow Up Inspection After Initial Service With Subsequent Unscheduled Inspections To Verify Quality Of Service.
4. Check All Storm Drains For Excessive Debris And Clean Surface If Necessary.
5. Notify Client Of Any Unusual Circumstances (i.e., Excessive Water, Broken Sprinkler Head, Lighting Issues Or Large Abandoned Objects) In Serviced Areas.
6. To Include Liability Insurance And Worker's Compensation. Waivers Of Subrogation And Primary Wording Are Available Upon Request.
7. Sweeping Frequency: As Specified Below.

Description	Qty	Rate	Extension
1 Power sweep all accessible paved areas utilizing a Nite-Hawk Sweeper. For maximum efficiencies and effectiveness, Pro-Sweep sweeping services are performed in the late p.m./early a.m. post-business hours, unless contracted otherwise	12	\$240.00	\$2,880.00
2 Power sweep all accessible paved areas utilizing a Nite-Hawk Sweeper. For maximum efficiencies and effectiveness, Pro-Sweep sweeping services are performed in the late p.m./early a.m. post-business hours, unless contracted otherwise	12	\$160.00	\$1,920.00

- To accept this proposal, please sign and return to your service coordinator.
- Please email your insurance requirements to shelby@pro-sweep.com.
- Should this service require a purchase order please submit along with signed proposal.
- Contract with a 30 day cancellation clause in effect, upon approval of this proposal.
- Terms: Net 30

Total \$8,952.00

Authorized Signature

Date

Date: 5/14/2019

To: Steve Regan
41 Miles Ave
Los Gatos, CA 95030

Job Location:
North Parking Lot, Los Gatos, CA 95032, Lot 1, Los Gatos, CA 95032, Lot 2, Los Gatos, CA 95032, Lot 3, Los Gatos, CA 95032, Lot 4, Los Gatos, CA 95032, Lot 5, Los Gatos, CA 95032, Lot 6, Los Gatos, CA 95032, Lot 7, Los Gatos, CA 95032, Lot 8, Los Gatos, CA 95032, Lot 9, Los Gatos, CA 95032, Lot 10, Los Gatos, CA 95032,

3	Power sweep all accessible paved areas utilizing a Nite-Hawk Sweeper. For maximum efficiencies and effectiveness, Pro-Sweep sweeping services are performed in the late p.m./early a.m. post-business hours, unless contracted otherwise	12	\$296.00	\$3,552.00
4	Hauling and recycling of all leaf and natural debris	12	\$50.00	\$600.00

CONTRACTS: While we hesitate to increase our pricing, costs that are driven by market conditions are inevitable. For your budgeting purposes, please note that if increases occur they will take place at the beginning of the calendar year after contract expiration.

THINKING GREEN: Our Nite-Hawk powerful sweepers BURN LESS FUEL to do the same work as other auxiliary engine sweepers. They also have been measured at 66 DECIBELS COMPARED TO 90+ DECIBELS of the auxiliary engine sweepers.

NOTE: All leaf debris is recycled at green recycling centers.

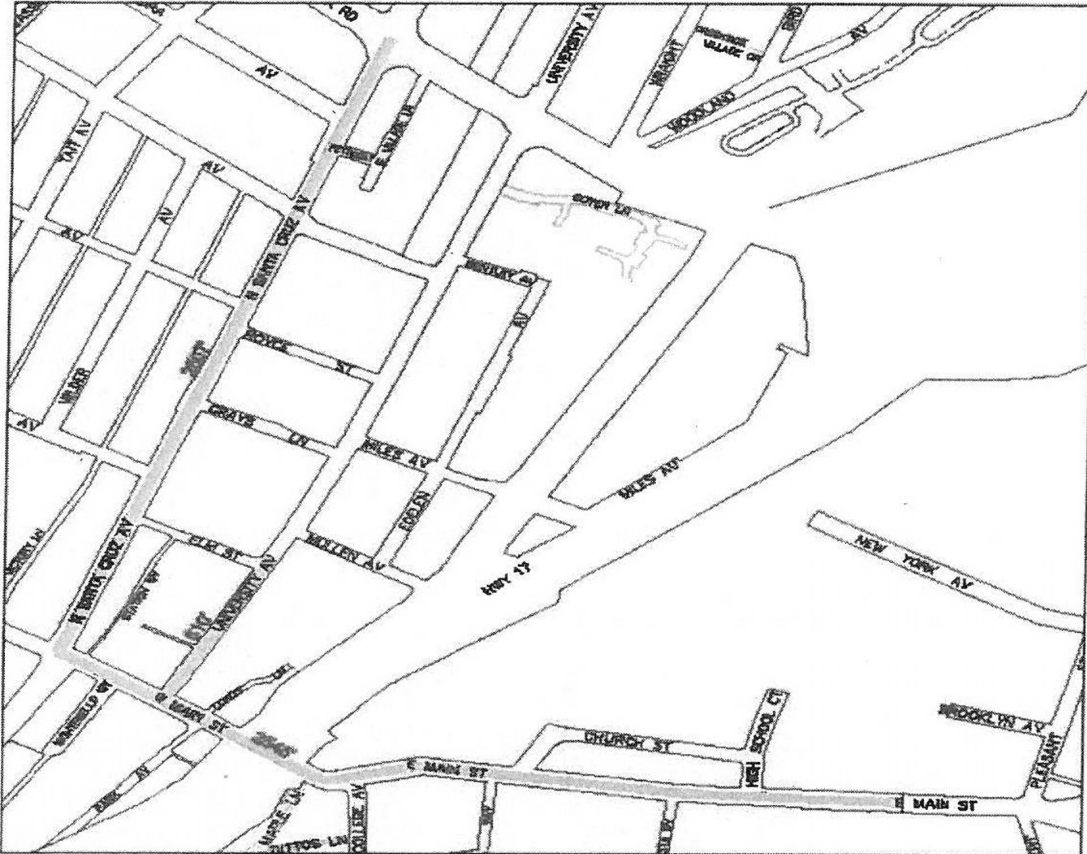
- To accept this proposal, please sign and return to your service coordinator.
- Please email your insurance requirements to shelby@pro-sweep.com.
- Should this service require a purchase order please submit along with signed proposal.
- Contract with a 30 day cancellation clause in effect, upon approval of this proposal.
- Terms: Net 30

Total \$8,952.00

Authorized Signature

Date

DOWNTOWN SIDEWALKS LOCATION MAP



LOS GATOS CIVIC CENTER LIBRARY

