



Downtown Chula Vista Association – Civil Sidewalks Committee
 Wednesday, May 22, 2024, at 9:00 am

Zoom Virtual Meeting: <https://us06web.zoom.us/j/81034268988>
 or call 1-669-900-6833 / Meeting ID: 810 3426 8988 / Passcode: 1982

- 1) Roll Call & Meeting Etiquette / Dr. Gonzalo Quintero, Committee Chair
- 2) Non-Agenda Public Comment & Announcements (3-Minute Max Per Person)
Please keep comments directed to the downtown-related items.
- 3) Review of the Meeting Minutes from March 29th, 2024 *Action Item* P. 2 - 6
- 4) District Operations & Public Safety:
 - a. Downtown Public Safety: Update
 - b. Downtown Maintenance Operations: Update
- 5) Committee Updates:
 - a. Third Avenue Phase II/III Landscaping Rehabilitation Progress: Update
 - b. New Pressure Washing Service Contract Signed and Timeline for Quarterly Service
 - c. Entertainment District: Next Steps with CVPD
 - d. Status of Pro-Cal Median Lighting System & Maintenance Agreement P. 7 - 20
- 6) Other Business
- 7) Next Meeting: Wednesday, June 26, 2024, at 9:00am
- 8) Adjournment *Action Item*

BROWN ACT. Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72-hours prior to a regular meeting. The Corporation posts all Board and Committee agendas at 353 Third Avenue, Chula Vista, CA 91910 and on the Downtown Chula Vista website. Action may not be taken on items not identified as such and posted on the agenda. Meeting facilities may be accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Michelle T de Mercado at 619-422-1982 or via email at info@downtownchulavista.com at least 48-hours prior to the meeting. **VIRTUAL MEETING PARTICIPATION.** Under current guidance by the State of California, meetings can be supported with a virtual option, but the participants attending virtually are only permitted to provide comments regarding items agendized and do not count towards Committee/Board quorum or are allowed to vote.

WHERE CULTURE & COMMUNITY MEET

DOWNTOWN CHULA VISTA ASSOCIATION
 353 THIRD AVENUE • CHULA VISTA, CALIFORNIA 91910
 619.422.1982 • DOWNTOWNCHULAVISTA.COM
 [Facebook] [Instagram] [Twitter] [LinkedIn] DOWNTOWNCHULAVISTA • [YouTube] DOWNTOWNCHULA



Downtown Chula Vista Association – Civil Sidewalks Committee
Friday, March 29, 2024, at 9:00 am
353 Third Avenue, Chula Vista, California 91910
Zoom Virtual Meeting: <https://us06web.zoom.us/j/83724214975> or
call 1-669-900-6833 / Meeting ID: 837 2421 4975 / Passcode: 660534

PRESENT: Dr. Gonzalo Quintero (Zoom), Kevin Lewis, Joe Raso, Kevin Rhodes

GUESTS: Officer Taylor Cate (Chula Vista Police Department)

STAFF: Dominic Li Mandri

MINUTES:

Item	Discussion	Action Taken?
1. Introductions and Meeting Etiquette / Dr. Gonzalo Quintero, Committee Chair	1. The meeting was called to order at 9:03 am by District Manager, Dominic Li Mandri.	1. No action taken.
2. Public Comment (3 Minutes Max Per Person)	2. Dominic reported that the Third Avenue Landmark sign is ongoing until the end of the week and received lane closure reports from the City of Chula Vista should anyone want a copy. Dominic stated that there will be a ribbon cutting ceremony post completion.	2. No action taken.
3. Approval of the January 3, 2024, Meeting Minutes	3. Minutes from the January 3, 2024, Sidewalk Committee meeting was reviewed.	3. Kevin Lewis moved to approve the minutes. Joe Raso seconded. Unanimously approved.
4. District Operations & Public Safety: 4a. Downtown Public Safety: Update	4.a. Officer Taylor Cate reported that he will be the	4.a. No action taken.

WHERE CULTURE & COMMUNITY MEET

<p>4.b. Downtown</p>	<p>DCVA liaison for the Chula Vista Police Department (CVPD).</p> <p>Dominic briefed Officer Cate on the Organization’s objective with the homeless situation within the District, with evidence gathering as civilians and by reporting back to Chula Vista Police Department.</p> <p>Dominic reported that business owner, Dave Rossi of King’s Jewelers (271 Third Avenue), reports daily via email, to him, CVPD, business owners, and to the City of Chula Vista, on the homeless activity that occurs nightly at his storefront, as his business is next door to NAMI Plaza (National Alliance on Mental Illness).</p> <p>Dominic reported that he invited NAMI staff to speak with the Committee.</p> <p>Dominic reminded the Committee that the City of Chula Vista does not have an encampment ban like the City of San Diego, which appears to be pushing the homeless into other regions of San Diego County.</p> <p>Dominic added that the City of Chula Vista will continue to remain susceptible, just as with sidewalk vending.</p> <p>Joe Raso asked Officer Cate for his opinion of an encampment ban in Chula Vista.</p> <p>Officer Cate replied that most importantly CVPD is mindful to address the individuals with humanity and assistance to get them off the street.</p> <p>Dominic offered to provide any assistance to Officer Cate in reaching for individual businesses yield a submittal of a Trespass Authorization Letter to the City of Chula Vista.</p> <p>Dominic shared with Officer Cate that the Association has drafted up the Good Neighbor Agreement, a code of conduct of voluntary rules that the business owners shall uphold.</p> <p>4.b. Dominic reported that the new maintenance</p>	<p>4.b. No action taken.</p>
-----------------------------	---	-------------------------------------

<p>Maintenance Operations: Update</p>	<p>staff member, Omar, is working out very well and has passed his 60-day probationary period and is doing well.</p> <p>Dominic reported that mulch has been purchased from Home Depot to continue beautification efforts until Republic Services delivers the free mulch.</p> <p>Dominic added that the mulch will be delivered on Park Way in the median area.</p> <p>Dominic reported that the new Victor Stanley recycling bins have been deployed on Third Avenue.</p> <p>Dominic reported that trash pickup services have increased with the City of Chula Vista at the Parkway Aquatic Center.</p> <p>Dominic shared that DCVA maintenance has fully transitioned to the City dumpsters for trash disposal, saving approximately \$3,500.00 annually from usage to the Money Property, Inc. dumpster.</p>	
<p>5) Committee Updates:</p> <p>5.a. Third Avenue Phase II/III Landscaping Rehabilitation Progress: Update</p>	<p>5.a. Dominic reported that maintenance staff increased the landscaping efforts on Third Avenue in preparation for the Taste of Third event. Dominic commented that with the event, it “brought seven hundred new eyes on to block.”</p> <p>Dominic pointed out that due to construction the two planters under the Landmark Sign are the only planters that remain incomplete within Phase II.</p> <p>Dominic reported that Phase III is behind schedule due to the Taste of Third event and the delivery of the mulch from Republic Services.</p> <p>Dominic reported there are no updates from the City of Chula Vista on how to offset the landscaping and irrigation costs within the District but will continue this discussion with Mayor at their next meeting.</p>	<p>5.a. No action taken.</p>

<p>5.b. Ongoing Concerns Re: Encampments in Downtown</p>	<p>5.b. Dominic shared that there are ongoing homeless encampment concerns within Downtown due to the NAMI Plaza office and the services they provided at the 269 Third Avenue location.</p> <p>Dominic asked the Committee if there are any additional encampment concerns that need to be addressed.</p> <p>Kevin Lewis noted that belongings are often left near the Bar Sin Nombre back-alley location.</p> <p>Officer Cate added that the vacant lot near KFC is a frequent location for encampments.</p> <p>Dominic inquired if the City of Chula Vista has “low barrier site” standards for their homeless housing tiny house project.</p> <p>Officer Cate confirmed Chula Vista has “low barrier site” standard, meaning the unhoused are not turned away for drug use and are allowed to bring companions to the site that were formally on the streets with the individual.</p> <p>Officer Cate stated that the City of Chula Vista is looking for further available land to utilize for the current homeless population.</p>	<p>5.b. No action taken.</p>
<p>5.c. Review of Vendor Quarterly Pressure Washing Quotes</p>	<p>5.c. Dominic provided quotes for the three pressure washing companies that had provided a RFQ to staff.</p> <ul style="list-style-type: none"> ▪ CAM: \$9,346.00 per quarter ▪ Clean City: \$11,200.00 (\$700.00 per block with sixteen blocks within the District) ▪ South Bay Pressure Wash: \$4,48.00 per quarter 	<p>5.c. Joe Raso moved to begin pressure washing services with South Bay Pressure Wash and to allow staff to submit a 30-day contract termination letter to CAM. Kevin Lewis seconded. Unanimously approved.</p>
<p>5.d. Status of Sidewalk Vending Ordinance in City of CV</p>	<p>5.d. Dominic disclosed to Officer Cate that the Association has been very vocal on the need for more rules around food trucks on Third Avenue.</p> <p>Dominic reported that staff met with the City</p>	<p>5.d. No action taken.</p>

	<p>Manager last week and that there are continued discussions of a designated lot to be assigned for staging food trucks within the District</p> <p>Dominic reported that providing a designated area to host food trucks would prevent any future controversy of closing Third Avenue to them.</p> <p>Dominic reported that City of San Diego recently updated their Ordinances at the past City Council meeting and has rigorous stipulations within their Sidewalk Vending Ordinance, unlike the City of Chula Vista. Sidewalk vending is a separate issue from Food Trucks staging on Third Avenue.</p>	
6. Other	<p>Kevin Rhodes provided feedback on the Taste of Third event, expressing that there should be a second entrance to the event at the north end of Third Avenue and not just the location in Memorial Park.</p> <p>Kevin Rhodes added that the single entrance on the south end of Third Avenue causes the businesses to be overwhelmed while the northern section is deserted for the first hour of the event.</p>	No action taken.
6. Next Meeting	The next Civil Sidewalks meeting will take place on Wednesday, March 27, 2024, at 9 am.	No action taken.
7. Adjournment	The meeting adjourned at 10:16 am.	Joe Raso moved to adjourn the meeting. Kevin Lewis seconded. Unanimously approved.

Minutes taken by: Michelle T. de Mercado, Staff.

**CITY OF CHULA VISTA
 CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
 WITH PRO-CAL LIGHTING, INC.
 FOR THE THIRD AVENUE DYNAMIC LIGHTING IN THE MEDIANS FROM E ST. TO PARKWAY
 PROJECT
 GGV0265**

This Agreement is entered into effective as of December 9, 2021 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and PRO-CAL LIGHTING, INC., a California Corporation (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, in accordance with the applicable provisions of law, including the Chula Vista Municipal Code, the City engaged in a solicitation for the Third Avenue Dynamic Lighting in the Medians From E St. to Parkway Project (GGV0265) (“Project”); and

WHEREAS, Contractor/Service Provider submitted a proposal for the Project with an amount of \$209,915.65, which was determined to be responsive to the solicitation; and

WHEREAS, the City determined the Contractor/Service Provider to be responsible and the Awarding Authority awarded this Agreement to the Contractor/Service Provider; and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.0. Contract Documents. This Agreement consists of the following contract documents (“Contract Documents”), all of which are incorporated into and made a part of this Agreement as if set forth in full, the precedence of which shall be as follows:

1.0.1. This Agreement and all exhibits hereto, as amended by any change orders, amendments, or supplemental agreements duly authorized and executed by authorized representatives of the City and Contractor.

1.0.2. All permits for the Project.

1.0.3. Standard Specifications for Public Works Construction, 2012 Edition (“Greenbook”); 2012 Regional Supplement to Standard Specifications for Public Works Construction (“Regional Supplement”); City of Chula Vista Standard Special Provisions (“CV Special Provisions”) – dated May 2021; San Diego Regional Standard Drawings (“SDRSD”), dated September 2012; and City of Chula Vista Department of Engineering and Capital Projects Design and Construction Standard Drawings 2017.

1.0.4. All referenced specifications, plans, and materials.

1.0.5. Intentionally omitted.

1.0.6. The bid documents submitted in response to the request for bid or other solicitation, and any post-bid documentation submitted prior to the award of this Agreement.

In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control.

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an

amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, "Additional Services" shall also become "Required Services" for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the active negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6. Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the

event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider

in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax

with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

(End of page. Next page is signature page.)

SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

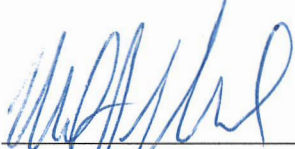
PRO-CAL LIGHTING, INC.

CITY OF CHULA VISTA

BY: 
BRIAN JOHN MORALES
CHIEF EXECUTIVE OFFICER

BY: 
SARAH SCHOEN
DIRECTOR OF FINANCE

APPROVED AS TO FORM

BY: 
FOR Glen R. Googins
City Attorney

December 3, 2021

Marco Li Mandri
Third Avenue Village Association
353 Third Ave.
Chula Vista, CA 91910

Re: Third Avenue Village Agreement and Encroachment Permit for Maintenance Services

Dear Mr. Li Mandri:

This letter is to inform you that the City of Chula Vista will be implementing improvement projects along Third Avenue from E Street to H Street. Specifically, the City will be:

- Modifying the decorative streetlights between E Street and H Street, inserting a 120V receptacle and step-down transformers into each one to allow for decorations to be temporarily installed along the avenue.
- Modifying the medians between E Street and Park Way to install tree rings and up-lighting in the palm trees. The up-lighting may be adjusted for holidays and other events. TAVA and/or the City may collaborate to develop a lighting schedule for the up-lighting

According to the Third Avenue Village Agreement and Encroachment Permit for Maintenance Services between the City of Chula Vista and the Third Avenue Village Association, Article 1, Item B, Section 4, the Third Avenue Village Association (TAVA) is required to operate, repair and replace as-needed decorative accent lighting, including tree up-lighting. Additionally, under Article 1, paragraph 9, TAVA is required to maintain future enhancements. The enhancements listed above are commensurate with the TAVA responsibilities for decorative lighting in the district.

The enhancements listed above directly benefit the avenue and per the maintenance service agreement, they are in line with TAVA's maintenance responsibilities. The City has a one-year workmanship warranty for the installation of both the receptacles and up-lights. The City is requesting that TAVA cover the costs for the auditing and adjustment of the tree rings for tree growth, beginning January 1, 2022. The City is also requesting that TAVA reset the Ground Fault Circuit Interrupters (GFCI) at each street pole, should they need it. The maintenance of the GFCI receptacles and step-down transformers would begin upon installation, beginning December 4, 2021. Additionally, commencing January 1, 2023, when the one-year warranty is past for the receptacles, step-down transformers, and the up-lights, the City requests that TAVA cover the costs should any maintenance be required.

This letter also is to advise you that ProCal Lighting, a contractor, will be installing the median up-lights. They will do their best not to damage existing landscaping, however if they do, they will not replace it. The TAVA agreement mentioned above lists that TAVA will maintain certain "Environmental Enhancements" including landscaping maintenance. As discussed above, these additional enhancements directly benefit the avenue and as such, if ProCal does happen to damage existing landscaping, the City is requesting that TAVA cover the costs of replacing the damaged landscaping.

The goal is for the streetlights and median sections of the project between Davidson and Park Way to be complete by December 15, 2021. The remaining portion of the project is anticipated to be complete by early January. Please sign the acknowledgement below and return a copy to asteinberger@chulavistaca.gov by 5 p.m., Tuesday, December 7, 2021.

Thank you for your prompt action on this matter.

Sincerely,



Kelley K. Bacon
Deputy City Manager

I acknowledge the on-going and pending installation of the above-referenced improvements and enhancements and agree that the Third Avenue Village Association (TAVA) shall operate, repair, replace, and maintain said improvements and enhancements in accordance with the Third Avenue Village Agreement and Encroachment Permit for Maintenance Services between TAVA and the City of Chula Vista.

Name (Print)

Title

Signature

Date



Service Agreement

The following rates represent hourly rates for electrical service technicians effective January 01, 2023.

Labor Rates		Minimum 2-hour Charge (Includes trip charge)
Standard Rate	\$150.00	\$500.00+Material and Equipment
Over-time Rate	\$225.00	\$650.00+Material and Equipment
Double-time Rate	\$275.00	\$750.00+Material and Equipment

- Trip charge applied to all service calls. Currently @ \$200.00 per trip and is waived if 8 hours of work performed on a single day.
- Standard Hourly rates apply for Service Work performed between the hours of 6:00 a.m. and 2:30 p.m. Monday through Friday.
- Over-time Hourly rates apply for Service work performed on Saturday from 7:00 a.m. to 5:00 p.m.
- Double-time rates will apply to all hours worked outside of the above referenced time frames and for emergency call outs.
- Services will be charged at an hourly rate, including the initial 2-hour minimum listed above and billable in quarter-hour increments.
- Trips to procure any necessary items will be charged to the customer and billed on a point to point hourly rate.
- Customers will be charged for any material cost and equipment rental cost required to complete scope of work. The customer can request to be notified of such cost before purchase if requested.
- Pro-Cal Lighting, Inc is not responsible for any permitting.
- Pro-Cal Lighting, Inc reserves the right to refuse work in unsafe conditions.
- Return trips will be charged an additional trip charge and a minimum of two hours at the discretion of Pro-Cal Lighting, Inc.

PAYMENT TERMS:

Payment for the above services will be due upon invoice. In the event it shall become necessary for Pro-Cal Lighting, Inc to institute legal proceedings to collect the cost of the installation charge as set forth herein, then and in that event the unsuccessful party shall pay to the successful party reasonable attorney fees.

Print Name: _____

Signature: _____ Date: _____

I hereby accept the above terms and authorize Pro-Cal Lighting, Inc to proceed.