



TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Michael Winnewisser, Project Manager

SUBJECT: Award General Services Contracts for Landscape Maintenance Services for City Facilities and City Median Islands to Enviroscaping, Inc.

RECOMMENDATION:

- A. Authorize the City Manager to execute a General Services Agreement with Enviroscaping, Inc. to provide landscape maintenance services at City-owned facilities, for a not-to-exceed amount of \$64,702 and a termination date of June 30, 2028; and
- B. Authorize the City Manager to execute a General Services Agreement with Enviroscaping, Inc. to provide landscape maintenance services at City medians, for a not-to-exceed amount of \$359,846 and a termination date of June 30, 2028.

BACKGROUND:

The City of Goleta Public Works Department provides maintenance services for various City-owned facilities and medians, parkway strips, rights-of-way, and bulb-out landscape maintenance services by contracting with private companies to provide annual maintenance services. This reduces the City’s ongoing personnel and equipment costs and allows the City to vary the level of services based on available funding and need.

The existing Citywide Median Island Landscape Services Agreement with Oakridge Landscape Inc. expires on June 30, 2025. The existing City Facilities Landscape Services Agreement with Cicileo Landscapes Inc. expires on June 30, 2025. A new service agreement is required to continue both services for the City of Goleta.

DISCUSSION:

The award of a Citywide Facilities Landscape Maintenance Agreement and a Median Island Landscape Maintenance Agreement provides maintenance of the City’s landscaped areas without pesticides or synthetic fertilizers. Maintenance specifications were developed for facilities and Citywide medians, parkway strips, rights-of-way, and

bulb-out landscape maintenance services. The contract awardee was determined based on the Request for Proposal (RFP) process outlined in Section 3.05.260 of the Goleta Municipal Code as permitted by Section 3.05.150.

The Public Works Department solicited proposals for City Facilities and Citywide Median Islands contracts in the Santa Barbara Independent on March 27, 2025, and April 3, 2025. Public Works staff also posted the RFP documents on the City's website and PlanetBids portal. The RFP closed April 8, 2025. Four staff members from Goleta reviewed proposals: three from Public Works and one from General Services Departments. The review team reviewed six (6) proposals using the ranking criteria outlined in the City-issued RFP. Based on the ranking criteria, Enviroscaping Inc. received the top ranking.

Proposer's Name	
1	Brightview Landscaping Services
2	Elite Maintenance and Tree Service, Inc.
3	Enviroscaping, Inc.
4	JAS Landscape LLC
5	Natural Green Landscape, Inc.
6	Oakridge Landscape, Inc.

Public Works recommends that the City Council award and authorize the City Manager to execute a three-year general services agreement for City Facility Landscape Services with Enviroscaping, Inc. for a not-to-exceed contract amount of \$64,702 and to execute a three-year general services agreement for Citywide Median Island Landscape Services with Enviroscaping, Inc. for a not-to-exceed contract amount of \$359,846. Due to differences in project scope and specifications, Facilities and Median Islands work has been separated into two distinct general services agreements. Additionally, both agreements have an option for a two-year extension, and the budget will be programmed accordingly for these services.

FISCAL IMPACTS:

Both agreements are subject to the City's budget approval each fiscal year within the contract term. Once the budget is adopted, Public Works staff will evaluate the scope of work given the available funds for use and make adjustments, as needed.

The table below summarizes the costs and the funding source accounts.

Table 1: Project Costs

Project Components	Project Costs	Funding Source	Funding Amounts
City Facility Landscape Maintenance Total	\$64,702	101-50-5800-51300 (Contract Services)	\$64,702
Median Island Landscape Maintenance Total	\$359,846	205-50-5800-51066 (Maintenance-Median Islands)	\$359,846

ALTERNATIVES:

Per Municipal Code Section 3.05.080(D)(5), the Council may reject the proposal presented and use whatever method deemed appropriate, such as rebidding or negotiating a contract. However, doing so could delay the necessary landscape maintenance of the City's facilities and medians by up to four months and may not produce any additional responsive and responsible bidders that are more qualified.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. General Services Agreement with Enviroscaping, Inc. for Landscape Maintenance Services of City Facilities
2. General Services Agreement with Enviroscaping, Inc. for Landscape Maintenance Services of City Median Islands

ATTACHMENT 1

General Services Agreement with Enviroscaping, Inc. for Landscape Maintenance
Services of City Facilities

Project Name: Landscape Maintenance Services for City Facilities

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ENVIROSCAPING, INC.**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 3rd day of June, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **ENVIROSCAPING, INC.**, a California Corporation (hereinafter referred to as "Service Provider").

SECTION A. RECITALS

1. This Service Provider will be providing landscaping services on various City-owned facilities in conjunction with the Citywide Facility Maintenance Services (Pesticide-Free) project; and
2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080; and
4. The City Council, on this 3rd day of June, 2025, approved this Agreement and authorized the City Manager to execute the Agreement.

SECTION B. TERMS

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform facility maintenance services as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$64,702** and **SHALL NOT EXCEED** the sum of **\$64,702** over the life of the Agreement, and shall be earned on the following basis:

Hourly at the rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is Paul Medel.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$2,999 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Nondiscrimination. The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a

violation of this section exposes Service Provider to the penalties provided for in Labor Code Section 1735.

Paper Products and Printing Requirements. To the extent this contract provides paper products, and printing and writing paper for the City, Service Provider must meet quality standards and criteria specified in SB 1383, Sections 22150-22154 of the Public Contract Code and 16 Code of Federal Regulations (CFR) Section 260.12 by:

- a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
- b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
- e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

Organic Waste Use Requirements. To the extent this contract provides landscaping maintenance, renovation, and construction services, Service Provider must:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).

- b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated Representative, upon completion of projects. Information to be provided must include:
 - i. General description of how and where the product was used and if applicable, applied;
 - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
- c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. TERM

This Agreement shall expire on June 30, 2028.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Phil Mora is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. This Agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of

Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) Nonwaiver. The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability

with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability 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. Coverage will not be limited to City's vicarious liability.
- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.

- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to

City of Goleta

Public Works Department Agreement with Envirosaping, Inc.

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Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

18. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

20. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Enviroscaping, Inc.
340 Pine Avenue
Goleta, CA 93117

21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Robert Nisbet, City Manager

SERVICE PROVIDER

Signed by:
Gerardo Mora
3AFF0D2249BF47D...
Gerardo Mora, President

ATTEST:

Deborah Lopez, City Clerk

Signed by:
Filipe Mora
3AFF0D2249BF47D...
Filipe Mora, CFO

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...
Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

SCOPE AND SPECIFICATIONS

The work provided herein shall be performed in accordance with the "Standard Specifications for Public Works Construction", latest edition, of the Southern California Chapter American Public Works Association, also known as the "Greenbook", and is incorporated herein by reference. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

D.1 RESPONSIBILITIES

A. Bid Item Specifications

This specification establishes the standards for the green maintenance of the City Hall within the City of Goleta. This shall include but not be limited to mowing, tree maintenance, irrigation management, irrigation system maintenance, irrigation system repair, shrubs and ground cover maintenance. The intent of this specification is to provide on-going landscape maintenance services to ensure the long term health, visual attractiveness of the City's landscaped facilities.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards in a pesticide free environment and the objectives as set forth in this specification.

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the landscaping shall include, but not be limited to: trimming, pruning, fertilization, aeration, weed control, cultivation, rodent control, deep root watering, plant replacements, renovation and cleanup of drainage facilities using green landscape maintenance procedures. Contractor will be responsible for the removal of trash and accumulated debris from site and appurtenant maintenance services specified hereunder within the City. It is the intent to schedule maintenance to keep the site in a state of healthy vigorous growth.

The Contractor shall submit a schedule to the Landscape Inspector in advance of scheduling the following activities: aeration, dethatching, irrigation checks, and application of all fertilization of trees, shrubs, ground cover and turf. An additional schedule outlining the weekends, holidays and special events coverage shall be submitted.

Weekends, Holidays and special events will generally not require service as the facility will be closed during these times. A list of said Holidays is listed below and these shall include but are not limited to.

- a. Memorial Day Weekend
- b. July 4th Weekend
- c. Labor Day Weekend
- d. Christmas Day
- e. New Year's Day

B. Emergency Information.

The Contractor shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

- a. Name of authorized representative at the job site
- b. Address and telephone number where the above person can be reached 24 hours a day.
- c. Address of the nearest office of the Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.
- d. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

C. Submittals.

The Contractor shall provide the following:

- a. Work Schedule. Contractor shall provide a detailed work plan and schedule for each month to the Public Works Director or authorized representative.
- b. Soils Tests. Soils tests will be obtained and tested by the City. The Contractor will not receive payment for soils tests performed without City authorization.
- c. Substitute Products. Equipment or products which do not conform to project drawings, specifications or as specified herein must be submitted to and approved in writing by the City Public Works Director prior to installation.

D. Routine Maintenance Checklist.

The Contractor shall diligently accomplish the tasks set forth in the Annual Maintenance Schedule in Attachment E. Routine maintenance tasks shall be fulfilled in the frequency indicated therein. Adherence to the schedule will be monitored, reviewed and verified each month.

E. Parking Lot Areas Maintenance Checklist.

Parking lots shall be inspected weekly and kept clear of weeds and trash or debris.

F. Dress Code.

The Contractor shall be responsible for having all employees wear a proper uniform. All employees' hair, beard and dress shall be well-groomed. The proper uniform includes:

- a. Shoes - Safety boots or shoes in good condition.
- b. Shirts - All workers shall wear uniform shirts with long or short sleeves with the Contractor's company name or other identifying marks. All shirts shall remain buttoned. T-shirts are not acceptable.

G. Parking and Informational Signs.

All trees, shrubs, ground cover, etc. shall be kept trimmed to keep all signs clearly visible to the public at all times.

H. Equipment and Labor.

The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract. The equipment shall be subject to the inspection and approval of the City. All maintenance supervisors, foremen and crew leaders shall be able to respond to inquiries from a predominately English-speaking population.

I. Green Landscape Maintenance Responsibilities.

The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this specification. Special attention shall be paid to the special provisions within the contract documents which are designed to eliminate the use of all chemicals. Contractor will be responsible for rodent control at all levels and will be expected to use manual methods to achieve these goals. There will be no pesticides (Organic or otherwise) used in the contract area.

Unauthorized use of such chemicals shall result in a penalty in the amount of \$1,000 per location per occurrence.

J. Standards of Performance.

All other portions of these specifications notwithstanding, it is agreed that the intent of this contract is to provide a level of maintenance that will present a pleasing and desirable appearance at all times. The Contractor shall provide the City a copy of all work records and receipts of materials used on work sites covered by this contract.

K. City Contract Manager.

The City's Contract Manager shall:

- a. Shall decide any and all questions which may arise as to claims and compensation;

- b. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
- c. Shall refer any question or doubt relative to the true meaning of the specifications to the City Attorney, whose decision thereon shall be final;
- d. Shall secure any separate contract required to accomplish the work and prevent loss or damage;
- e. Shall provide control over all insurance and bonds;
- f. Shall decide any and all questions which may arise as to:
 - i. The quality or acceptability of the materials furnished and the work performed.
 - ii. The manner of performance.
 - iii. The rate of performance.
 - iv. The interpretation of the work specifications.
 - v. The acceptable fulfillment of the contract on the part of the Contractor;
- g. Shall direct the inspection and administration of the work;
- h. Shall have the authority to implement alternative action either by City forces or request separate contracts to accomplish the work and prevent loss or damage based upon the urgency of the conditions; and
- i. Shall recommend and provide documentation regarding all claims and compensation.

L. Termination of Contract.

The Contract may be terminated with or without cause by the City at any time with no less than 30 days written notice of such termination. In the event of such termination, the Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination. This contract may be terminated by the Contractor only by providing the City with written notice no less than 90 days in advance of such termination.

M. Payment.

Monthly rate quoted shall include everything necessary for the completion of the Project and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, supervision, labor and services for the entire period of the contract. In addition, the proposal shall include allowance for all federal, state and local taxes, as applicable. No separate payment will be made for compliance with the provisions

of RFP Section 11. All costs involved with compliance of RFP Section 11 shall be considered as included in the Contractor's unit prices proposal for areas included in this contract. Payment is only for work completed in the billing period, usually monthly.

N. Equipment Storage and Staging Area.

Contractor shall provide for any staging and/or equipment storage areas as required. All costs associated with providing said areas shall be included in other proposal items and no separate payment shall be allowed therefore.

O. All Existing Improvements.

All existing improvements shall be maintained and protected by the Contractor at all times. Any damages to the existing improvements by the Contractor shall be replaced or repaired at Contractors expense.

P. Work Area Information.

A list of Work areas and associated vicinity maps are included in Attachment F. It shall be the responsibility of each Proposer to familiarize itself with actual site conditions.

Q. Business License.

The Contractor will be required to obtain a CITY business license prior to receiving payment for any Work provided. Said license shall be renewed and kept in good standing for the life of the Contract.

D.2 GENERAL MAINTENANCE CARE AND PROCEDURES

A. Licensing.

Contractor shall obtain and maintain all necessary licensing, permits and/or approvals necessary to perform these duties. A City of Goleta business license is required.

B. Existing Utility Improvements.

All work performed, which may affect existing utility improvements, shall be done after the notification of Underground Service Alert (USA) and the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.

C. Ongoing Maintenance Requirements.

The Contractor shall:

- a. Weekly perform a maintenance inspection during daylight hours of the facility within the contract. Such inspection shall be both visual and operational. The operational inspection shall include operation of all lighting and other mechanical systems (back flow preventers, valves, etc.) to check for proper operational condition and reliability.
- b. Meet monthly (or as requested) with the City for a walk-through inspection.

Said meeting shall be at the convenience of the City. In addition, irregular inspections may be made by the City. All corrective work required as a result of an inspection or any irregular inspection by the City shall be accomplished to the satisfaction of the City within three (3) working days of the authorization to repair the deficiencies, except in the case of a leaking valve which must be repaired within 24 hours following authorization. The Contractor shall provide the City with written confirmation of all corrective work.

D. Materials.

All landscape and irrigation materials and equipment used shall conform to the project specifications and Section 212 of the SSPWC, or be as approved in writing by the City. All materials shall be provided by the Contractor. Commercial fertilizers shall bear the manufacturer's label and guaranteed analysis. Any and all insecticides, fungicides and herbicides will not be used in the contract areas. If a question arises as to the need for application of fertilizer or the formulation of a fertilizer, the City shall procure soil samples taken from locations specified by the City. They shall be analyzed by a soil analyst at the City's expense.

E. Plant Material Replacement.

It shall be the Contractor's responsibility to maintain all plant materials in a satisfactory manner. The Contractor, upon the City's authorization, shall remove and replace any tree, shrub, turf or ground cover which is damaged or lost due to Contractor or his/her employees' negligence maintenance practices. Plant materials which must be replaced due to vandalism will be replaced at the City's expense. Contractor must notify the City in writing within two working days of the loss of plant material due to any cause. Contractor shall replace damaged plant materials only upon receiving authorization from the City to do so, and bill the City on the subsequent monthly billing statement. All dead plant material shall be left in place until inspected by the City or new plants (replacement) are on site for immediate replacement.

F. Parking lots and Courtyards.

All parking lot, courtyard areas and other concrete/asphalt parking surfaces will be swept or blown weekly and cleaned in such a manner as to remove broken pieces of glass, nails, other harmful debris and litter. The contractor shall report any hazardous problems to the City immediately.

G. Walkways.

All walkways, concrete or asphalt, shall be kept clean at all times; in addition to the sweeping as noted below, they shall be vacuumed or blown off once a week or more often if necessary. In all cases sweep or vacuum trash, leaves and other noticeable debris for collection and disposal. At no time shall debris be blown or swept into a street storm drain. The areas involved are specific to contract areas and their adjacent walkways.

Clean-up work shall be coordinated with mowing or other maintenance work in the contract area. All gutters within the contract area shall be kept clean of weeds, grass clippings and miscellaneous debris. All grass clipping shall be removed and disposed of (not scattered) from gutters the same day mowing and trimming takes place.

All walks shall be kept free of dirt, leaves and other debris from the maintenance operations, as well as trash and litter blown by the wind or deposited by persons passing by or visiting the contract area. Debris shall be collected weekly. All paper, trash, etc., shall be dumped off-site in a legal manner by the contractor. Walkways shall be hosed off in place of sweeping or blowing only when the City directs such action. Care shall be taken so that clean-up operations do not inhibit or endanger any persons utilizing the contract area. This work shall be scheduled to coincide with mowing or other maintenance work in the area. Any dirt or stains caused by the work shall be removed at the Contractor's expense.

Accepted safety procedures shall be followed including signing and roping off areas as necessary. Should the Contractor's work be disrupting to regular parking flow, it shall be rescheduled to a more convenient time.

H. Drainage.

All surface drainage devices such as concrete "V" ditches, bench drains, swales, etc., shall be routinely inspected per schedule and kept free of all debris, vegetation, soil, etc., which would preclude proper and intended functioning. All inlets shall be kept free of all matter which would preclude complete and adequate functioning.

All eroded areas impacting drains shall be repaired by replacement of top soil to restore to original grade with City's written approval. All repairs shall be inspected and approved by the City.

I. Facilities Landscape.

All facilities landscaping shall be maintained in accordance with the standards included herein.

J. General.

All tables, benches and other accessories will be inspected weekly. Report any damage to the City as soon as possible. Clean all tables and benches weekly.

K. Parking Lots

City Hall parking lot shall be monitored weekly for trash and kept free of debris. Lots may be cleaned with a leaf blower or broom. Washing will not be a part of this RFP. In general parking lots are maintained as walkways.

L. Courtyard & Sitting Areas

Courtyard and sitting areas shall be cleaned weekly. The use of a broom or blower is preferred to washing. The courtyards or sitting areas shall be hosed off in place of sweeping or blowing only when the City directs such action.

M. Trash

Leaves and other debris from the landscape maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting the facilities shall be collected on a weekly basis. Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be disposed of off-site into recycling facilities the same day the debris is accumulated.

N. Trees.

Tree pruning over 12 feet in height from the ground is not a part of this maintenance contract. Clearance of walkways, signage and structures shall be maintained by the contractor for all trees up to 12 feet in height from the ground.

O. Landscape Lighting Facilities.

The landscape lighting maintenance work is not a part of this contract.

P. Weed Control.

a. Requirements.

The City is committed to maintaining weed control in the Facility areas without the use of pesticides.

The use of any chemicals for weed control in or around the facility landscape areas shall not be allowed. The unauthorized use of any pesticides shall result in a penalty in the amount of \$1,000 per location per occurrence.

Weeds may be controlled by hand pulling or mechanical removal. The Contractor shall be responsible for providing a continuous weeding program for all contract areas. Weeding shall be done on a weekly basis and shall include removal and disposal of any undesirable or misplaced plant. In addition, all walls, fences and other structures that do not have cultivated beds adjacent thereto shall be maintained for weed control. Contractor shall notify the City of any weed problems impacting these specifications. An evaluation of the impacts of any infestation reported will be conducted by the City.

b. Shrubs.

Weeds shall be removed from beds regularly, no less than once a week, as stated. Bermuda grass and other noxious weeds (where not existing at the beginning of the contract) shall not be allowed to become established.

c. Ground Cover.

Weeds shall be removed completely, on a regular basis, as stated, no less than once a week.

d. Paved Areas.

All joints and cracks in sidewalks, curbs and gutters, and other paved areas shall be kept weeded, on a regular basis, as stated, no less than

once a week. This includes all joints between asphalt concrete roadways and curbs and gutters in the contract area.

e. Open Parkway.

All open parkway areas in the contract shall be kept free from weeds (areas where there are not existing landscape improvements).

Q. Safety and Traffic Control

a. Requirement.

Contractor shall be responsible at all times during work in City parking lots for the safety of work crews and the traveling public.

b. Traffic Control/Parking Stall Closures.

Contractor shall submit the following detailed plans for approval by the Public Works Director:

- i. Work schedule per Section D.1 above; and
- ii. Proposed lot/safety closures including placement of cones, signs, barricades, and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and the WATCH Manual.

c. Santa Barbara County Sheriff's Office.

The Santa Barbara County Sheriff's Office will be provided with a copy of the approved traffic plans listed above and shall be notified immediately of any changes or variations as the work proceeds. **D.3 RODENT**

CONTROL

A. General.

When rodent infestation becomes evident, the Contractor shall at once notify the City. Rodent control shall be done utilizing trapping under the direction of the Contract Manager. All dead rodents shall be properly disposed of off-site.

B. Trapping.

Trapping may be done in any season by the use of an approved rodent trap under the direction of the Contract Manager. The cost of trapping when directed by the Contract Manager shall be included in other proposal items and no separate payment shall be made therein.

C. Area Repair.

Following rodent extermination, damaged areas shall be filled and restored to a level surface then replanted as it was before with approval of the City. Contractor will be reimbursed for such repairs.

D.4 INSECT, DISEASE AND RODENT PEST CONTROL

A. Inspection and Control Measures Requirements.

The City is committed to maintaining pest control without the use of pesticides. The use of any chemicals for pest control shall not be allowed.

The Contractor shall provide complete and continuous control of all plant pests or diseases; and shall do so by pruning or removing problem plant material rather than spraying any insecticide. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the City. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees and agents of the Contractor.

No synthetic insecticides, fungicides or rodenticides will be used in or around the City Hall. Contractor shall notify the City of any rodent infestation that impacts structures, including but not limited to the Goleta City Hall. An evaluation of the impacts of any infestation or control measures reported will be conducted by the City.

Structural pest control is not a part of this contract.

D.7 GROUND COVER CARE

A. General.

Ground cover beds shall be maintained in an attractive condition at all times. All ground covers shall be inspected weekly and all debris including leaves, branches, paper, bottles, etc., shall be removed.

B. Edging.

All ground covers shall be pruned, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. Ground covers shall not be trimmed vertically unless approved by City and shall be thinned out as needed to avoid matting and to achieve a uniform appearance. Ground cover shall be trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures.

Ground cover shall be removed from all above ground structures unless the City directs the allowance of ground cover growth over wall tops, curbs, etc., for aesthetic reasons.

Invasive species such as *Lonicera japonica*, Honeysuckle, and other vine type ground cover shall be pruned a minimum of three times a year by selectively cutting branches at the tops of the plant mass 2 to 3 feet back from the curb, walk, walls or turf areas, tapering down to an area 2 to 3-inches behind curb, etc., cutting these branches off at the soil level.

C. Watering.

Contractor shall be cautious to not over water shrub and ground cover areas. Enough water shall be applied to assure moisture penetration throughout the root zone to a depth of approximately 8-inches. Irrigation systems shall be programmed to maintain a precipitation of 1/2- inch per week during the growing season. During rainy periods the irrigation sequence shall be discontinued.

D. Fertilization.

Vigorous growth and good color shall be maintained at all times. All ground cover beds shall be fertilized a total of three (3) times per year, during the months of

January, May, and September, using an organic fertilizer with an analysis of 2-1-1, at the rate of 1 pounds per 1,000 square feet.

E. Annual Color Replacement.

Annual color replacement is not a part of this maintenance contract.

F. Weed Control.

The City is committed to Green management system of maintaining weed control in groundcover without the use of pesticides. The use of any chemicals for weed control shall not be allowed.

All ground cover areas shall be inspected by the Contractor weekly for weed growth. Weeds shall not be allowed to remain growing for longer than one week without complete removal. Bermuda grass or other noxious weeds, not previously established, shall not be allowed to become established in any ground cover area. Cultivating of ground cover areas shall be held to a minimum and only as necessary to remove weeds.

G. Insect, Disease and Pest Control.

The City is committed to the Green management system of maintaining pest control without the use of pesticides. The use of any chemicals for pest control in ground cover shall not be allowed.

H. Trash Collection and Disposal.

Leaves and other debris from the landscape maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting shall be collected on a weekly basis. All paper, trash, cans, bottles, etc., may not be dumped on site in trash dumpsters, but shall be disposed of off-site in a legal manner at the Contractor's expense. Trash cans shall be emptied when full and trash can liners shall be used at all times.

Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be recycled off-site the same day the landscape debris is accumulated.

D.8 TREE CARE

A. General.

All trees shall be checked by the Contractor weekly for damage, special water needs, etc., and treated as necessary or reported to the City for tree trimming needs. Undesirable conditions shall be eliminated by improved landscape maintenance practices. The Contractor shall maintain trees in a healthy condition at all times.

B. Tree Trimming for Clearance.

Once per week Contractor shall inspect all street trees adjacent to contract areas for limbs which impede sight distance or vehicle clearance, or interfere with utilities. Trimming is contractor's responsibility for any work less than 12 feet in height. Limb removal shall be done as needed by an ISA certified tree worker. Tree maintenance over 12 feet will be by others.

C. Watering Basins.

Watering basins shall be properly maintained on all trees, shrubs and vines on drip irrigation systems. Failure of the system to provide enough deep moisture will not alleviate the Contractor from providing adequate moisture.

D. Staking and Tying.

Tree stakes and ties shall be checked by Contractor at least monthly and corrected as needed. Ties shall be adjusted to prevent girdling. When trees attain a trunk caliper of approximately 4-inches, removal of stakes and guys should be considered. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Before any stakes or tree ties shall be removed. The trees shall remain supported for a period of time to observe structural stability of the tree. Tree stakes shall be removed only when tree has been proven to be structurally stable.

All re-staking shall be done with specified materials. Guying will, over time, stretch or loosen. Contractor shall adjust, as needed, to retain taut position, until such time when guying is removed. All trees that are damaged due to improper staking or tying shall be replaced at the Contractor's expense. Broken stakes and damaged guys shall be replaced as required.

E. Plant Replacement.

Any tree and shrub that appears to have more than 1/2 of its foliage in a declining state shall be brought to the City's attention immediately. Contractor shall check plant for root decay, over-watering, or drainage problems, and repair the problem prior to replacement. Replacement plants shall be of a size, condition and variety acceptable to the City. The Contractor shall pay for all replacement plants including materials, transportation and labor unless the City determines that the plant was lost due to an "Act of God", or as a result of an event without control or negligence by the Contractor.

D.9 SHRUB AND VINE CARE

A. General.

All shrubs and vines shall be checked weekly for breakage or damage, special watering needs, etc., and treated as necessary. All undesirable conditions shall be eliminated by improved landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Contractor shall remove all spent flowers, flower spikes, leaves and debris from contract areas weekly, and shall hose off all plant material monthly to remove accumulated dirt and soot.

B. Pruning.

Pruning shall be performed as a continuous on-going operation, and shall be done under the direction of the City's Public Works Manager; not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning and training are functions to be done as needed to maintain a pleasing appearance.

All pruning shall be done to achieve a naturalistic shape, not hedged into geometric forms. The design intent is to have naturalistic shrub masses, not

individual shrub forms or standards. Pruning shall be done by selectively removing woody stems from inside shrubs on an as-needed basis, and as directed by the City's Public Works Manager. Excessive pruning or stubbing back will not be permitted. Shrubs shall be topped only when necessary for appearance and after interior selective branch pruning has been completed and approved by the Public Works Manager. Shrubs shall be pruned and thinned using hand-held shrub pruners, hedge shears and clippers.

Where trees and shrubs occur in close proximity to walks or parked cars, pruning shall be done to allow movement without interference from branches and foliage.

C. Insect, Disease and Pest Control.

The City is committed to a Green management system of maintaining pest control in shrub and vine areas without the use of pesticides. The use of any chemicals for pest control in shrub and vine areas shall not be allowed. Contractor shall check all plant material in landscaped areas regularly, (once a week at a minimum) and report any infestation to the City. The use of synthetic chemicals for insect control will not be allowed.

D. Rodent Control.

For Rodent control refer to Section D.3.

E. Weed Control.

For weed control refer to Section D.7.

F. Plant Replacement.

Refer to Section D.8.

G. Fertilization.

Shrubs located in ground cover areas shall not require additional fertilizing. See Section D.7 for fertilization application in ground cover areas. Shrubs and vines not located in ground cover areas shall be fertilized per Section D.7.

H. Watering.

Watering shall be done in accordance with Section D.7. Contractor shall maintain a watering basin around all shrubs and vines on slope areas to assure adequate water penetration.

I. Trash Collection and Disposal.

Leaves and other debris from the landscape maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting the shrub area portions of this contract shall be collected on a daily basis. All paper, trash, cans, bottles, etc., may not be dumped on site in trash dumpsters, but shall be disposed of off-site in a legal manner at the Contractor's expense. Trash cans shall be emptied when full and trash can liners shall be used at all times.

Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be recycled off-site the same day the landscape debris is accumulated.

D.10 IRRIGATION SYSTEMS CARE

A. General.

The Contractor shall receive all irrigation systems in sound working order at the beginning of the contract. If the working order of any system is found to be otherwise at the start of work, the City shall be notified in writing immediately and necessary repairs shall be ordered within the limitations of the budget available to the City. Therefore, repairs shall not occur prior to City authorization.

At the close of the contract period, all irrigation systems shall be checked by the City and shall be returned to the City in a satisfactory condition. Any faulty portion shall be repaired or replaced by the Contractor at no cost to the City.

B. Irrigation Repair and Operation.

Irrigation system components deteriorating due to normal wear and tear or that have been damaged by vandalism or as a result of Contractor's neglect shall be repaired or replaced immediately by the Contractor at no cost to the City. The Contractor shall notify the City in writing the same day of discovery of damage to irrigation system components caused by acts of God that do not result from the performance of the work by the Contractor, and upon receipt of the City's written authorization, the Contractor shall repair said damage as soon as possible after authorization, billing City for the cost of such repair on the subsequent monthly billing statement. Failure to report promptly any damages will require Contractor to make repairs at his own expense. All replacement of irrigation system components shall be original equipment types where known. All substitutions for replacement equipment shall be approved in writing by the City prior to performing the work.

- a. Irrigation shall be performed by the use of automatic irrigation systems, where available and operable. However, failure of existing irrigation systems to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants and ground covers when automatic or other systems are not functioning.
- b. All damages to public or private property resulting from excessive irrigation water or irrigation water run off shall be charged against the monthly contract payment unless immediate reparation is made by the Contractor to the satisfaction of the City.
- c. The Contractor shall keep controller and valve boxes clear of solids and debris and shall maintain the irrigation system including the replacement, repair, adjustment, raising or lowering, straightening, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes,

but is not limited to: system laterals (piping), head caps, head risers, valves covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves, hose bibs and batteries.

- d. Repairs to or replacement of mains (pressure lines), controllers and control valves will not be at contractor's expense. All substitutions for replacement equipment shall be approved in writing by the City prior to performing the work.

C. Controller Programming.

Controllers shall be set for the maximum operating time for each valve. The valve time should be set for less time than it takes irrigation run-off to occur. Controllers should then be set for the maximum start times required for all stations to deliver optimum amounts of irrigation water within the watering time available.

D. Systems Monitoring.

The Contractor shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system. Authorization must be obtained from the City in writing before proceeding with work not covered under normal maintenance work. All landscaped areas shall be irrigated by an operable irrigation method until all authorized repairs have been completed to the City's satisfaction. Each system shall be checked by the Contractor weekly and all necessary adjustments to heads which throw onto roadways, walks, windows, or out of intended area of coverage shall be corrected. The Contractor shall clean and adjust irrigation heads as needed for proper coverage. Each system shall be manually operated and observed on a monthly basis.

The Contractor shall turn off irrigation systems during periods of rainfall and at times when suspension of irrigation is desirable to conserve water while remaining within guidelines of horticultural acceptable maintenance practices.

E. Acceptance Of Irrigation Systems.

The intent of the contract is to require the contractor to maintain the irrigation systems as a part of the contract price. It is not the contractor's responsibility to repair systems at the start of work. The contractor shall inspect the irrigation system immediately at the start of the contract and produce a punch list of needed repairs. Once the repairs have been made, the contractor shall accept the system under the conditions of this contract. Irrigation shall continue during this process to the best of the contractor's ability.

The contractor shall report to the City the condition of each irrigation system within the first 90 days of the contract. Repairs must be authorized in writing before any work begins. When sufficient repairs have been made the contractor will accept the systems in writing.

F. Coverage/Application.

Generally, watering shall be done at night, between the hours of 10 p.m. and 6 a.m., unless otherwise directed by the City. The Contractor shall operate systems

and irrigation heads as seasonal conditions require. During extremely hot weather, over-extended holiday periods and during or following breakdown of systems, the Contractor shall provide adequate personnel and materials as required to adequately water all landscaped areas. When breakdowns or malfunctions exist, the Contractor shall water manually by whatever means necessary to maintain all plant material in a healthy condition. Dry conditions shall not be permitted to develop.

G. Soil Moisture Tests.

For irrigation purposes, the Contractor shall test the soil in turf and ground cover areas and around trees and shrubs monthly or as necessary with soil probes. to determine that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller and supplemental hand or deep watering as necessary.

The Contractor shall make the soil probe available at all monthly walk-through inspections.

H. Valve Box Cleaning and Inspection.

All valve boxes for shut-off valves, remote control valves, pressure relief valves, etc., shall be inspected every six months for condition, including siltation and build-up within the box. Silt and debris shall be removed and clean gravel used for replacement. The bottom of all valves shall be exposed.

I. Grass and Ground Cover Trimming.

Grasses and ground covers shall be neatly trimmed away from irrigation heads to ensure proper coverage and operation. Edge-cutting of sprinkler heads adjoining back of curb shall maintain a maximum turf height of ½-inch to allow proper sprinkler head operation and irrigation coverage. As necessary, turf immediately adjacent to irrigation heads shall be trimmed, as directed by the City and under no circumstances shall an area larger than the head diameter be removed. Weed or turf killer shall not be used. Ground covers shall be trimmed away from irrigation heads by tapering away from head. Holes shall not be cut into ground cover areas. As ground covers grow in height, risers may need to be extended to properly clear top of ground covers.

J. Maintenance Work Not Included.

Testing, certification and service of the backflow prevention shall be done by others and coordinated by the City. However, it shall be the Contractor's responsibility to notify the City, should a malfunction occur.

K. Payment.

No separate payment will be made for compliance with the provisions of RFP Section 11. All costs involved with compliance of RFP Section 11 shall be considered as included in the individual unit prices proposed for this project.

D.11 GRAFFITI REMOVAL

A. General.

Contractor shall report all observed graffiti within the contract area to the City as soon as possible. The contractor may be directed to remove graffiti on a time and materials basis. The City also has other service providers to remove graffiti.

D.12 MONTHLY MAINTENANCE REVIEW AND PAYMENT

A. Review.

Each month of contracted maintenance shall be reviewed by the City in order to confirm adherence to these specifications. Checklists and schedules referred to herein shall be reviewed at the meeting. The maintenance site review meeting shall be requested from the City by the Contractor a minimum of five working days prior to the anticipated review date. The monthly maintenance site review meeting followed by satisfactory completion of any or all punch list items is a required prerequisite for payment of monthly invoice(s).

B. Payment.

For all the services the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor the sum of the unit prices proposed per month.

- a. The Contractor shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The City's check for payment shall be mailed, unless Contractor wishes to have it picked up by an authorized representative. The amount paid to Contractor each month for the Landscape Maintenance herein provided shall be the total compensation payable.
- b. An adjustment will be made for addition or deletion of landscape maintenance tasks affecting the responsibilities of this contract.

D.13 ANNUAL MAINTENANCE SCHEDULE

Item	Inspection Schedule	Maintenance Schedule
Benches (furnishings)	Weekly	Clean weekly
Concrete drainage areas	Weekly	Weekly clean
Fertilization (Planters & turf)	N/A	3 times per year
Parking lot	Weekly	Clean weekly
Courtyards	Weekly	Clean Weekly
Ground cover	Weekly	Weekly weeding
Rodent control	Weekly	Trap as needed
Shrub beds	Weekly	Weekly weeding
Trash/litter patrol	Weekly	Daily cleanup
Walkways	Weekly	Clean Weekly
Trees	Weekly	Lift as needed
Weeding (paved areas, walkways, courtyards, etc.)	Weekly	Weekly pulling/String Trimming

**EXHIBIT B
SCHEDULE OF FEES**

Hourly Rates Facilities:

Landscaper Facilities:	\$43.00 an hour
Weekend and Holiday rate:	\$64.50 an hour

Irrigation Specialist Facilities:	\$120.00 an hour
Weekend and Holiday rate:	\$180.00 an hour
Total monthly rate:	will vary

All labor cost including at least one (1) crew-one (1) day per week, with at least two (2) crew members, and at least one (1) landscape irrigation specialist that works minimum one (1), eight (8), hours shift per month; equipment cost; overhead cost; insurances; and other agreed upon costs between Enviroscaping, Inc., and City of Goleta.

ATTACHMENT 2

General Services Agreement with Enviroscaping, Inc. for Landscape Maintenance
Services of City Median Islands

Project Name: Landscape Maintenance Services for City Medians

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ENVIROSCAPING, INC.**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 3rd day of June, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **ENVIROSCAPING, INC.**, a California Corporation (hereinafter referred to as "Service Provider").

SECTION A. RECITALS

1. This Service Provider will be providing landscaping services on its median islands throughout the City in conjunction with the Citywide Median Island Maintenance Services (Pesticide-Free) project; and
2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080; and
4. The City Council, on this 3rd day of June, 2025, approved this Agreement and authorized the City Manager to execute the Agreement.

SECTION B. TERMS

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform median island maintenance services as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$359,846** and **SHALL NOT EXCEED** the sum of **\$359,846** over the life of the Agreement, and shall be earned on the following basis:

Hourly at the rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is Paul Medel.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$2,999 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Nondiscrimination. The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a

violation of this section exposes Service Provider to the penalties provided for in Labor Code Section 1735.

Paper Products and Printing Requirements. To the extent this contract provides paper products, and printing and writing paper for the City, Service Provider must meet quality standards and criteria specified in SB 1383, Sections 22150-22154 of the Public Contract Code and 16 Code of Federal Regulations (CFR) Section 260.12 by:

- a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
- b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
- e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

Organic Waste Use Requirements. To the extent this contract provides landscaping maintenance, renovation, and construction services, Service Provider must:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).

- b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated Representative, upon completion of projects. Information to be provided must include:
 - i. General description of how and where the product was used and if applicable, applied;
 - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
- c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. TERM

This Agreement shall expire on June 30, 2028.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Phil Mora is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. This Agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of

Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) Nonwaiver. The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability

with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability 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. Coverage will not be limited to City's vicarious liability.
- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.

- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to

City of Goleta

Public Works Department Agreement with Envirosaping, Inc.

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Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

18. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

20. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Enviroscaping, Inc.
340 Pine Avenue
Goleta, CA 93117

21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Robert Nisbet, City Manager

SERVICE PROVIDER

Signed by:
Gerardo Mora
3AFF0D2249BF47D...
Gerardo Mora, President

ATTEST:

Deborah Lopez, City Clerk

Signed by:
Filipe Mora
3AFF0D2249BF47D...
Filipe Mora, CFO

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...
Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

SCOPE AND SPECIFICATIONS

The work provided herein shall be performed in accordance with the "Standard Specifications for Public Works Construction", latest edition, of the Southern California Chapter American Public Works Association, also known as the "Greenbook", and is incorporated herein by reference. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

D.1 RESPONSIBILITIES

A. Bid Item Specifications

This specification establishes the standards for the green maintenance of the City Medians within the City of Goleta. This shall include but not be limited to mowing, tree maintenance, irrigation management, irrigation system maintenance, irrigation system repair, shrubs and ground cover maintenance. The intent of this specification is to provide on-going landscape maintenance services to ensure the long term health, visual attractiveness of the City's landscaped facilities.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards in a pesticide free environment and the objectives as set forth in this specification.

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the landscaping shall include, but not be limited to: trimming, pruning, fertilization, aeration, weed control, cultivation, rodent control, deep root watering, plant replacements, renovation and cleanup of drainage facilities using green landscape maintenance procedures. Contractor will be responsible for the removal of trash and accumulated debris from site and appurtenant maintenance services specified hereunder within the City. It is the intent to schedule maintenance to keep the site in a state of healthy vigorous growth.

The Contractor shall submit a schedule to the Landscape Inspector in advance of scheduling the following activities: aeration, dethatching, irrigation checks, and application of all fertilization of trees, shrubs, ground cover and turf. An additional schedule outlining the weekends, holidays and special events coverage shall be submitted.

Weekends, Holidays and special events will generally not require service as the facility will be closed during these times. A list of said Holidays is listed below and these shall include but are not limited to.

- a. Memorial Day Weekend

- b. July 4th Weekend
- c. Labor Day Weekend
- d. Christmas Day
- e. New Year's Day

B. Emergency Information.

The Contractor shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

- a. Name of authorized representative at the job site
- b. Address and telephone number where the above person can be reached 24 hours a day.
- c. Address of the nearest office of the Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.
- d. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

C. Submittals.

The Contractor shall provide the following:

- a. Work Schedule. Contractor shall provide a detailed work plan and schedule for each month to the Public Works Director or authorized representative.
- b. Soils Tests. Soils tests will be obtained and tested by the City. The Contractor will not receive payment for soils tests performed without City authorization.
- c. Substitute Products. Equipment or products which do not conform to project drawings, specifications or as specified herein must be submitted to and approved in writing by the City Public Works Director prior to installation.

D. Dress Code.

The Contractor shall be responsible for having all employees wear a proper uniform. All employees' hair, beard and dress shall be well-groomed. The proper uniform includes:

- a. Shoes - Safety boots or shoes in good condition.
- b. Shirts - All workers shall wear uniform shirts with long or short sleeves with the Contractor's company name or other identifying marks. All shirts shall remain buttoned. T-shirts are not acceptable.

E. Informational Signs.

All trees, shrubs, ground cover, etc. shall be kept trimmed to keep all signs clearly visible to the public at all times.

F. Equipment and Labor.

The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract. The equipment shall be subject to the inspection and approval of the City. All maintenance supervisors, foremen and crew leaders shall be able to respond to inquiries from a predominately English-speaking population.

G. Green Landscape Maintenance Responsibilities.

The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this specification. Special attention shall be paid to the special provisions within the contract documents which are designed to eliminate the use of all chemicals. Contractor will be responsible for rodent control at all levels and will be expected to use manual methods to achieve these goals. There will be no pesticides (Organic or otherwise) used in the contract area. Unauthorized use of such chemicals shall result in a penalty in the amount of \$1,000 per location per occurrence.

H. Standards of Performance.

All other portions of these specifications notwithstanding, it is agreed that the intent of this contract is to provide a level of maintenance that will present a pleasing and desirable appearance at all times. The Contractor shall provide the City a copy of all work records and receipts of materials used on work sites covered by this contract.

I. City Contract Manager.

The City's Contract Manager shall:

- a. Shall decide any and all questions which may arise as to claims and compensation;
- b. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
- c. Shall refer any question or doubt relative to the true meaning of the specifications to the City Attorney, whose decision thereon shall be final;
- d. Shall secure any separate contract required to accomplish the work and prevent loss or damage;
- e. Shall provide control over all insurance and bonds;
- f. Shall decide any and all questions which may arise as to:
 - i. The quality or acceptability of the materials furnished and the work performed.
 - ii. The manner of performance.

- iii. The rate of performance.
- iv. The interpretation of the work specifications.
- v. The acceptable fulfillment of the contract on the part of the Contractor;
- g. Shall direct the inspection and administration of the work;
- h. Shall have the authority to implement alternative action either by City forces or request separate contracts to accomplish the work and prevent loss or damage based upon the urgency of the conditions; and
- i. Shall recommend and provide documentation regarding all claims and compensation.

J. Termination of Contract.

The Contract may be terminated with or without cause by the City at any time with no less than 30 days written notice of such termination. In the event of such termination, the Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination. This contract may be terminated by the Contractor only by providing the City with written notice no less than 90 days in advance of such termination.

K. Payment.

Monthly rate quoted shall include everything necessary for the completion of the Project and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, supervision, labor and services for the entire period of the contract. In addition, the proposal shall include allowance for all federal, state and local taxes, as applicable. No separate payment will be made for compliance with the provisions of RFP Section 11. All costs involved with compliance of RFP Section 11 shall be considered as included in the Contractor's unit prices proposal for areas included in this contract. Payment is only for work completed in the billing period, usually monthly.

L. Equipment Storage and Staging Area.

Contractor shall provide for any staging and/or equipment storage areas as required. All costs associated with providing said areas shall be included in other proposal items and no separate payment shall be allowed therefore.

M. All Existing Improvements.

All existing improvements shall be maintained and protected by the Contractor at all times. Any damages to the existing improvements by the Contractor shall be replaced or repaired at Contractors expense.

N. Work Area Information.

A list of Work areas and associated vicinity maps is included in Attachment F. It shall be the responsibility of each proposer to familiarize itself with actual site conditions.

O. Business License.

The Contractor will be required to obtain a CITY business license prior to receiving payment for any Work provided. Said license shall be renewed and kept in good standing for the life of the Contract.

D.2 GENERAL MAINTENANCE CARE AND PROCEDURES

A. Licensing.

Contractor shall obtain and maintain all necessary licensing, permits and/or approvals necessary to perform these duties. A City of Goleta business license is required.

B. Existing Utility Improvements.

All work performed, which may affect existing utility improvements, shall be done after the notification of Underground Service Alert (USA) and the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.

C. Ongoing Maintenance Requirements.

The Contractor shall:

- a. Weekly perform a maintenance inspection during daylight hours of the maintenance locations within the contract. Such inspection shall be both visual and operational. The operational inspection shall include operation of all lighting and other mechanical systems (back flow preventers, valves, etc.) to check for proper operational condition and reliability.
- b. Meet monthly (or as requested) with the City for a walk-through inspection. Said meeting shall be at the convenience of the City. In addition, irregular inspections may be made by the City. All corrective work required as a result of an inspection or any irregular inspection by the City shall be accomplished to the satisfaction of the City within three (3) working days of the authorization to repair the deficiencies, except in the case of a leaking valve which must be repaired within 24 hours following authorization. The Contractor shall provide the City with written confirmation of all corrective work.

D. Materials.

All landscape and irrigation materials and equipment used shall conform to the project specifications and Section 212 of the SSPWC, or be as approved in writing by the City. All materials shall be provided by the Contractor. Commercial fertilizers

shall bear the manufacturer's label and guaranteed analysis. Any and all insecticides, fungicides and herbicides will not be used in the contract areas.

If a question arises as to the need for application of fertilizer or the formulation of a fertilizer, the City shall procure soil samples taken from locations specified by the City. They shall be analyzed by a soil analyst at the City's expense.

E. Plant Material Replacement.

It shall be the Contractor's responsibility to maintain all plant materials in a satisfactory manner. The Contractor, upon the City's authorization, shall remove and replace any tree, shrub, turf or ground cover which is damaged or lost due to Contractor or his/her employees' negligence maintenance practices.

Plant materials which must be replaced due to vandalism will be replaced at the City's expense. Contractor must notify the City in writing within two working days of the loss of plant material due to any cause. Contractor shall replace damaged plant materials only upon receiving authorization from the City to do so, and bill the City on the subsequent monthly billing statement. All dead plant material shall be left in place until inspected by the City or new plants (replacement) are on site for immediate replacement.

F. Drainage.

All surface drainage devices such as concrete "V" ditches, bench drains, swales, etc., shall be routinely inspected and kept free of all debris, vegetation, soil, etc., which would preclude proper and intended functioning. All inlets shall be kept free of all matter which would preclude complete and adequate functioning.

All eroded areas impacting drains shall be repaired by replacement of top soil to restore to original grade with City's written approval. All repairs shall be inspected and approved by the City.

G. Trash

Leaves and other debris from the landscape maintenance operations as well as trash and litter shall be collected on a weekly basis. Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be disposed of off-site into recycling facilities the same day the debris is accumulated.

H. Trees.

Tree pruning over 12 feet in height from the ground is not a part of this maintenance contract. Clearance of walkways, signage and structures shall be maintained by the contractor for all trees up to 12 feet in height from the ground.

I. Weed Control.

a. Requirements.

The City is committed to maintaining weed control in the Facility areas without the use of pesticides.

The use of any chemicals for weed control in or around the facility landscape areas shall not be allowed. The unauthorized use of any pesticides shall result in a penalty in the amount of \$1,000 per location per occurrence.

Weeds may be controlled by hand pulling or mechanical removal. The Contractor shall be responsible for providing a continuous weeding program for all contract areas. Weeding shall be done on a weekly basis and shall include removal and disposal of any undesirable or misplaced plant. In addition, all walls, fences and other structures that do not have cultivated beds adjacent thereto shall be maintained for weed control. Contractor shall notify the City of any weed problems impacting these specifications. An evaluation of the impacts of any infestation reported will be conducted by the City.

b. Shrubs.

Weeds shall be removed from beds regularly, no less than once a week, as stated. Bermuda grass and other noxious weeds (where not existing at the beginning of the contract) shall not be allowed to become established.

c. Ground Cover.

Weeds shall be removed completely, on a regular basis, as stated, no less than once a week.

J. Safety and Traffic Control

a. Requirement.

Contractor shall be responsible at all times during work in City parking lots for the safety of work crews and the traveling public.

b. Traffic Control.

i. Contractor shall submit the following detailed plans for approval by the Public Works Director:

1. Work schedule per Section D.1 above; and
2. Proposed safety closures including placement of cones, signs, barricades, and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and the WATCH Manual.

c. Santa Barbara County Sheriff's Office.

The Santa Barbara County Sheriff's Office will be provided with a copy of the approved traffic plans listed above and shall be notified immediately of any changes or variations as the work proceeds.

D.3 RODENT CONTROL

A. General.

When rodent infestation becomes evident, the Contractor shall at once notify the City. Rodent control shall be done utilizing trapping under the direction of the Contract Manager. All dead rodents shall be properly disposed of off-site.

B. Trapping.

Trapping may be done in any season by the use of an approved rodent trap under the direction of the Contract Manager. The cost of trapping when directed by the Contract Manager shall be included in other proposed items and no separate payment shall be made therein.

C. Area Repair.

Following rodent extermination, damaged areas shall be filled and restored to a level surface then replanted as it was before with approval of the City. Contractor will be reimbursed for such repairs.

D.4 INSECT, DISEASE AND RODENT PEST CONTROL

A. Inspection and Control Measures Requirements.

The City is committed to maintaining pest control without the use of pesticides. The use of any chemicals for pest control shall not be allowed.

The Contractor shall provide complete and continuous control of all plant pests or diseases; and shall do so by pruning or removing problem plant material rather than spraying any insecticide. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the City. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees and agents of the Contractor.

No synthetic insecticides, fungicides or rodenticides will be used in or around the City Medians. Contractor shall notify the City of any rodent infestation that impacts structures, including but not limited to the Goleta City Medians. An evaluation of the impacts of any infestation or control measures reported will be conducted by the City.

Structural pest control is not a part of this contract.

D.5 GROUND COVER CARE

A. General.

Ground cover beds shall be maintained in an attractive condition at all times. All ground covers shall be inspected weekly and all debris including leaves, branches, paper, bottles, etc., shall be removed.

B. Edging.

All ground covers shall be pruned, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. Ground covers shall not be trimmed vertically unless approved by City and shall be thinned out as needed to avoid matting and to achieve a uniform appearance. Ground cover shall be trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures.

Ground cover shall be removed from all above ground structures unless the City directs the allowance of ground cover growth over wall tops, curbs, etc., for aesthetic reasons.

Invasive species such as *Lonicera japonica*, Honeysuckle, and other vine type ground cover shall be pruned a minimum of three times a year by selectively cutting branches at the tops of the plant mass 2 to 3 feet back from the curb, walk, walls or turf areas, tapering down to an area 2 to 3-inches behind curb, etc., cutting these branches off at the soil level.

C. Watering.

Contractor shall be cautious to not over water shrub and ground cover areas. Enough water shall be applied to assure moisture penetration throughout the root zone to a depth of approximately 8-inches. Irrigation systems shall be programmed to maintain a precipitation of 1/2- inch per week during the growing season. During rainy periods the irrigation sequence shall be discontinued.

D. Fertilization.

Vigorous growth and good color shall be maintained at all times. All ground cover beds shall be fertilized a total of three (3) times per year, during the months of January, May, and September, using an organic fertilizer with an analysis of 2-1-1, at the rate of 1 pounds per 1,000 square feet.

E. Weed Control.

The City is committed to Green management system of maintaining weed control in groundcover without the use of pesticides. The use of any chemicals for weed control shall not be allowed.

All ground cover areas shall be inspected by the Contractor weekly for weed growth. Weeds shall not be allowed to remain growing for longer than one week without complete removal. Bermuda grass or other noxious weeds, not previously established, shall not be allowed to become established in any ground cover area. Cultivating of ground cover areas shall be held to a minimum and only as necessary to remove weeds.

F. Insect, Disease and Pest Control.

The City is committed to the Green management system of maintaining pest control without the use of pesticides. The use of any chemicals for pest control in ground cover shall not be allowed.

G. Trash Collection and Disposal.

Leaves and other debris from the landscape maintenance operations as well as trash and litter shall be collected on a weekly basis. All paper, trash, cans, bottles, etc. shall be disposed of off-site in a legal manner at the Contractor's expense. Trash cans shall be emptied when full and trash can liners shall be used at all times. Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be recycled off-site the same day the landscape debris is accumulated.

D.6 TREE CARE

A. General.

All trees shall be checked by the Contractor weekly for damage, special water needs, etc., and treated as necessary or reported to the City for tree trimming needs. Undesirable conditions shall be eliminated by improved landscape maintenance practices. The Contractor shall maintain trees in a healthy condition at all times.

B. Tree Trimming for Clearance.

Once per week Contractor shall inspect all street trees adjacent to contract areas for limbs which impede sight distance or vehicle clearance, or interfere with utilities. Trimming is contractor's responsibility for any work less than 12 feet in height. Limb removal shall be done as needed by an ISA certified tree worker. Tree maintenance over 12 feet will be by others.

C. Staking and Tying.

Tree stakes and ties shall be checked by Contractor at least monthly and corrected as needed. Ties shall be adjusted to prevent girdling. When trees attain a trunk caliper of approximately 4-inches, removal of stakes and guys should be considered. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Before any stakes or tree ties shall be removed. The trees shall remain supported for a period of time to observe structural stability of the tree. Tree stakes shall be removed only when tree has been proven to be structurally stable.

All re-staking shall be done with specified materials. Guying will, over time, stretch or loosen. Contractor shall adjust, as needed, to retain taut position, until such time when guying is removed. All trees that are damaged due to improper staking or tying shall be replaced at the Contractor's expense. Broken stakes and damaged guys shall be replaced as required.

D. Plant Replacement.

Any tree and shrub that appears to have more than 1/2 of its foliage in a declining state shall be brought to the City's attention immediately. Contractor shall check plant for root decay, over-watering, or drainage problems, and repair the problem prior to replacement. The Contractor shall pay for all replacement plants including materials, transportation and labor unless the City determines that the plant was lost due to an "Act of God", or as a result of an event without control or negligence by the Contractor.

D.7 SHRUB AND VINE CARE

A. General.

All shrubs and vines shall be checked weekly for breakage or damage, special watering needs, etc., and treated as necessary. All undesirable conditions shall be eliminated by improved landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Contractor shall remove all spent

flowers, flower spikes, leaves and debris from contract areas weekly, and shall hose off all plant material monthly to remove accumulated dirt and soot.

B. Pruning.

Pruning shall be performed as a continuous on-going operation, and shall be done under the direction of the City's Public Works Manager; not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning and training are functions to be done as needed to maintain a pleasing appearance.

All pruning shall be done to achieve a naturalistic shape, not hedged into geometric forms. The design intent is to have naturalistic shrub masses, not individual shrub forms or standards. Pruning shall be done by selectively removing woody stems from inside shrubs on an as-needed basis, and as directed by the City's Public Works Manager. Excessive pruning or stubbing back will not be permitted. Shrubs shall be topped only when necessary for appearance and after interior selective branch pruning has been completed and approved by the Public Works Manager. Shrubs shall be pruned and thinned using hand-held shrub pruners, hedge shears and clippers.

Where trees and shrubs occur in close proximity to walks or parked cars, pruning shall be done to allow movement without interference from branches and foliage.

C. Insect, Disease and Pest Control.

The City is committed to a Green management system of maintaining pest control in shrub and vine areas without the use of pesticides. The use of any chemicals for pest control in shrub and vine areas shall not be allowed.

Contractor shall check all plant material in landscaped areas regularly, (once a week at a minimum) and report any infestation to the City. The use of synthetic chemicals for insect control will not be allowed.

D. Fertilization.

Shrubs located in ground cover areas shall not require additional fertilizing. See Section D.7 for fertilization application in ground cover areas. Shrubs and vines not located in ground cover areas shall be fertilized per Section D.7.

E. Watering.

Watering shall be done in accordance with Section D.7. Contractor shall maintain a watering basin around all shrubs and vines on slope areas to assure adequate water penetration.

F. Trash Collection and Disposal.

Leaves and other debris from the landscape maintenance operations as well as trash and litter shall be collected on a daily basis. All paper, trash, cans, bottles, etc. shall be disposed of off-site in a legal manner at the Contractor's expense. Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be recycled off-site the same day the landscape debris is accumulated.

D.8 GRAFFITI REMOVAL**A. General.**

Contractor shall report all observed graffiti within the contract area to the City as soon as possible. The contractor may be directed to remove graffiti on a time and materials basis. The City also has other service providers to remove graffiti.

D.9 MONTHLY MAINTENANCE REVIEW AND PAYMENT**A. Review.**

Each month (or as needed) of contracted maintenance shall be reviewed by the City in order to confirm adherence to these specifications. Checklists referred to herein shall be reviewed at the meeting. The maintenance site review meeting shall be requested from the City by the Contractor a minimum of five working days prior to the anticipated review date. The monthly maintenance site review meeting followed by satisfactory completion of any or all punch list items is a required prerequisite for payment of monthly invoice(s).

B. Payment.

For all the services the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor the sum of the unit prices proposed per month.

- a. The Contractor shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The City's check for payment shall be mailed, unless Contractor wishes to have it picked up by an authorized representative. The amount paid to Contractor each month for the Landscape Maintenance herein provided shall be the total compensation payable.
- b. An adjustment will be made for addition or deletion of landscape maintenance tasks affecting the responsibilities of this contract.

D.10 MEDIAN LOCATIONS INDEX

LOCATION	IRRIGATED	AREA (Sq. Ft.)	TYPE
Calle Real Road, 585 feet w/o Kingston Avenue		2380	Improved Landscape
Calle Real Road, e/o Kellogg Avenue	YES	9164	Improved Landscape
Calle Real, w/o Fairview	YES	1100	Improved Landscape
Cathedral Oaks, e/o Arundel	YES	4210	Improved Landscape
Cathedral Oaks, e/o Brandon Drive		1900	Improved Landscape
Cathedral Oaks, e/o Fairview Avenue	YES	7200	Improved Landscape

Cathedral Oaks, w/o Arundel Avenue	YES	9790	Improved Landscape
Cathedral Oaks, w/o Brandon Drive		8750	Improved Landscape
Cathedral Oaks, w/o Fairview Avenue	YES	24,630	Improved Landscape
Fairview Avenue, 330 Ft. s/o Calle Real Road		2380	Improved Landscape
Fairview Avenue, n/o Cathedral Oaks Road	YES	5610	Improved Landscape
Fairview Avenue, n/o Stow Canyon Road	YES	8170	Improved Landscape
Fairview Avenue, s/o Stow Canyon Road	YES	4600	Improved Landscape
Glenn Annie, n/o Calle Real Road		3890	Concrete Median
Hollister Avenue, w/o Las Armas Road	YES	8650	Improved Landscape
Hollister Avenue, e/o Cannon Green Drive		510	Concrete Median
Hollister Avenue, e/o Fairview Avenue		1160	Improved Landscape
Hollister Avenue, e/o Lowell Way		500	Concrete & Landscape
Hollister Avenue, e/o Pacific Oaks Road		2760	Concrete Median
Hollister Avenue, e/o Patterson	YES	1090	Improved Landscape
Hollister Avenue, e/o Storke Road		2850	Improved Landscape
Hollister Avenue, w/o Cannon Green Drive		2500	Concrete & Landscape
Hollister Avenue, w/o Kellogg Avenue		5050	Improved Landscape
Hollister Avenue, w/o Kinman	YES	400	Improved Landscape
Hollister Avenue, w/o Pacific Oaks Road		875	Concrete & Landscape
Loa Carneros at Calle Real (Roundabout, Islands & Parkways)	YES	13655	Improved Landscape
Los Carneros Rd between Cremona and Calle Koral		10580	Concrete Median
Los Carneros Rd between Castillian Dr. &		9970	Concrete

Cremona Dr.			Median
Los Carneros Rd, just N. of Hollister Avenue		3450	Concrete Median
Los Carneros Way, n/o Hollister Avenue		1480	Concrete Median
Los Carneros Way, s/o Calle Koral (2 Islands)	YES	7310	Improved Landscape
Patterson Avenue, n/o Hollister Avenue	YES	4000	Improved Landscape
Patterson Avenue, s/o Hollister Avenue	YES	3280	Improved Landscape
St. Charles Place, s/o Calle Real		1260	Improved Landscape
Storke Road between Whittier Drive & Phelps Rd	YES	11420	Improved Landscape
Storke Road between Willow Grove Dr and Whittier Dr	YES	10740	Improved Landscape
Storke Road, n/o Hollister Avenue		3920	Concrete Median
Storke Road, n/o Phelps	YES	1807	Improved Landscape
Storke Road, s/o Willow Grove Drive	YES	1114	Improved Landscape
Hollister, Pacific Oaks to Lowell (2 sections)	YES	10,810	Right of Way & Back of Sidewalk Landscape
Hollister /Lowell Intersection (2 Bulb Outs)	YES	490	Improved Landscape
Hollister, Cannon Green to Lowell (2 Sections)	YES	5256	Right of Way & Back of Sidewalk Landscape
Hollister/Cannon Green Intersection (2 Bulb Outs)	YES	490	Improved Landscape
Hollister, Entrance Rd to Cannon Green (2 sections)	YES	3980	Right of Way & Back of Sidewalk Landscape
Hollister/Entrance Rd Intersection (2 Bulb Outs)	YES	192	Improved Landscape
Hollister, Coronado to Entrance (2 Sections)	YES	9100	Right of Way & Back of

			Sidewalk Landscape
Hollister/Coronado Intersection (2 Bulb Outs)	YES	528	Improved Landscape
Hollister, e/o Coronado	YES	550	Concrete & Landscape
Hollister, Palo Alto to Coronado (2 Sections)	YES	6428	Right of Way & Back of Sidewalk Landscape
Hollister/Palo Alto Intersection (2 Bulb Outs)	YES	300	Improved Landscape
Hollister, Palo Alto to Santa Barbara Shores (2 Sections)	YES	5640	Right of Way & Back of Sidewalk Landscape
Hollister/Santa Barbara Shores Intersection (2 Bulb Outs)	YES	560	Improved Landscape
Hollister, Pebble Beach to Santa Barbara Shores	YES	945	Front Right of Way Strip Landscape
Hollister/Pebble Beach Intersection (2 Bulb Outs)	YES	100	Improved Landscape
Hollister, w/o Pebble Beach Dr.	YES	600	Front Right of Way Strip Landscape
N/E Corner, Hollister & Cathedral Oaks		500	Right of Way Corner
N/W Corner, Hollister & Cathedral Oaks		6000	Right of Way Corner
N/E Corner Cathedral Oaks & Calle Real		6500	Right of Way Corner
Pitzer Court Island		70	Landscape
Pepperdine Court Island		70	Landscape
Pamona Court Island		70	Landscape

EXHIBIT B SCHEDULE OF FEES

Hourly Rates Medians:

Landscaper (Full-Time) Medians:	\$43.00 an hour
Weekend and Holiday rate:	\$64.50 an hour

Irrigation Specialist (Minimum 2 days per month) Medians:	\$120.00 an hour
Weekend and Holiday rate:	\$180.00 an hour

All labor cost including at least one (1) crew-five (5) days per week, with at least three (3) crew members-three (3) days per week and at least four (4) crew members-two (2) days per week, and at least one (1) landscape irrigation specialist that works minimum two (2), eight (8), hours shift per month; equipment cost; overhead cost; insurances; and other agreed upon costs between Enviroscaping, Inc., and City of Goleta.