



**TO:** Mayor and Councilmembers

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

**PREPARED BY:** Dan Rowell, Project Manager

**SUBJECT:** Agreement with SCA of CA, LLC for Street Sweeping Services

**RECOMMENDATION:**

Authorize the City Manager to execute a General Services Agreement with SCA of CA, LLC for Municipal Street Sweeping Services for a total amount not-to-exceed \$1,088,118 and a termination date of June 30, 2029.

**BACKGROUND:**

The City maintains routine municipal street sweeping services for public safety and to comply with the Clean Water Act. The details of the City’s stormwater requirements related to street sweeping are included in the City’s National Pollutant Discharge and Elimination System Phase II Municipal Separate Storm Sewer System permit (MS4 Permit), subsequent Trash Amendments (Regional Water Quality Control Board Order 13267), and the City’s Stormwater Management Plan.

Street sweeping reduces trash, debris, sediment, and other pollutants that may enter the storm drain system and discharge to local creeks, wetlands, and coastal waters. Street sweeping also supports the City’s stormwater compliance program and pollutant reduction efforts.

The City provides street-sweeping services through City-hired contractors. The City’s current street-sweeping program includes service in eastern Goleta, while Goleta West Sanitary District provides street-sweeping services in western Goleta. Current service includes monthly street sweeping on all residential and arterial streets, and monthly litter removal around obstructions in high-priority land-use areas.

**DISCUSSION:**

The Public Works Department solicited proposals for Street Sweeping Services through a Request for Proposals (RFP) process. The Request for Proposals required a contractor to provide municipal street-sweeping services. On February 5, 2026, the City issued a Request for Proposals (RFP) for Municipal Street Sweeping Services. The RFP was

advertised on the City's PlanetBids portal, posted on the City's website, and published in the Santa Barbara Independent on February 5 and February 12, 2026.

The RFP closed on March 30, 2026. The City received three proposals from the following

- SCA of CA, LLC
- Manta Sweeping LLC
- Spadaro Enterprises Inc.

A three-member evaluation committee, composed of Public Works staff, reviewed and scored the proposals using the evaluation criteria established in the RFP. Evaluation criteria included firm qualifications and experience, project approach, and references. Interviews were conducted on April 28, 2026, with the highest-ranked firms.

SCA of CA, LLC received the highest overall score based on the evaluation criteria established in the RFP.

The agreement includes scheduled street-sweeping services throughout eastern Goleta; reporting and documentation required to support the City's stormwater compliance obligations; coordination with City staff on route modifications; and additional services as requested by the City. The result of final negotiations was the proposed three-year contract term.

Public Works recommends that City Council award and authorize the City Manager to execute an agreement for Street Sweeping Services with SCA of CA, LLC, for an estimated annual amount of \$362,706, a not-to-exceed contract amount of \$1,088,118, with a three-year term that expires on June 30, 2029.

**FISCAL IMPACTS:**

The proposed FY 2026-27 budget has sufficient funding to cover costs from July 1, 2026, to June 30, 2027, from Fund 211 for the Maintenance – Street Sweeping fund, as shown in the following table. Future years of the agreement are expected to be funded through annual appropriations to Fund 211. Although the agreement authorizes a total not-to-exceed amount of \$1,088,118 over the three-year term, funds will be encumbered annually based on the approved budget and service needs.

Table 1: Agreement Funding

<b>Street Sweeping Services FY 2026-27</b>			
<b>Fund Type</b>	<b>Account</b>	<b>FY 2026-27 Proposed Budget</b>	<b>Total Available Budget</b>
Solid Waste	211-50-5900-51075	\$362,706	\$362,706
<b>Total:</b>		<b>\$362,706</b>	<b>\$362,706</b>

**ALTERNATIVES:**

Council could decline to approve the contract. Street sweeping is the most effective measure for removing debris and pollutants from City streets to comply with the City's stormwater requirements, and there are no known alternatives to citywide street cleaning.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. General Services Agreement with SCA of CA, LLC for Street Sweeping Services

**ATTACHMENT 1**

General Services Agreement with SCA of CA, LLC. for Street Sweeping Services

**Project Name:** Municipal Street Sweeping

**AN AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
SCA of CA, LLC**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this **16** day of **June, 2026**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **SCA of CA, LLC**, a California Corporation (hereinafter referred to as "Service Provider").

**SECTION A. RECITALS**

1. This Service Provider will be providing municipal street sweeping services in conjunction with the Municipal Street Sweeping 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 16 day of June, 2026, 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 municipal street sweeping 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 **\$362,706.00 annually**, and **SHALL NOT EXCEED** the sum of **\$1,088,118.00** over the life of the Agreement, and shall be earned on the following basis:

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Public Works Department Agreement with SCA of CA, LLC.  
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The rates 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 Dan Rowell.

### **4. PROGRESS AND COMPLETION**

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$10,000.00 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, 2029.

**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. Mike Justice 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, 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, reasonable attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation. Service Provider's indemnification obligations shall be subject to (i) Service Provider being promptly notified in writing of such claim or suit and (ii) Service Provider having the sole control of the defense and/or settlement thereof using counsel reasonably satisfactory to the City.

**(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, to the extent of Service Provider's contractual obligations.
- 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) Intentionally omitted.

- 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 terminate the Agreement.
- 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**

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. The Service Provider shall have the right to terminate the Agreement, with or without cause, upon thirty (30) days written notice to the City,

## **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 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.

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**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: Terry Roberts  
SCA of CA, LLC.  
3031 N Rocky Point Drive W, Ste. 730  
Tampa, FL 33607

**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**

**SERVICE PROVIDER – SCA of CA, LLC**

\_\_\_\_\_  
Robert Nisbet, City Manager

DocuSigned by:  
*Brad Becker*  
\_\_\_\_\_  
D061C5B895034FD...  
Brad Becker, Regional Vice President

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

Signed by:  
*Patrick Bobo*  
\_\_\_\_\_  
D1C81A788E8F42C...  
Patrick Bobo, Chief Legal Officer

**APPROVED AS TO FORM:**

ISAAC ROSEN, CITY ATTORNEY

Signed by:  
*Scott Shapses*  
\_\_\_\_\_  
4218AF413C014E2...  
Scott Shapses, Deputy City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

### **TASK 1: Routine Street Sweeping Services**

- City streets and parking lots at locations shown in the Street Sweeping Route Map in Exhibit C. This also includes the number of curb miles billable for each route. Any changes to curb miles billable shall be pre-approved by the City in writing.
- The City reserves the right to change the frequency of sweeping routes, modify routes with either reduction or addition of curb miles swept, and add new streets and routes to be swept. Adjustments to frequency, including increases and/or decreases, may be made by the City, upon 15 days' notice to the contractor.
- Equipment Requirements:
  - Compliance with Caltrans Standard Specifications Section 7-1.02K (6) (j) (Air Pollution Control) and Greenbook Section 7-10 (Equipment).
  - Utilize vacuum-assisted sweepers that have dual side brooms and a central pick-up broom, like a rear broom.
- Hauling and Disposal:
  - Collected debris must be transported in covered vehicles to an approved disposal or recycling facility.
  - Compliance with Caltrans Section 13 (Water Pollution Control) and State Water Board Trash Capture Requirements.
  - Submit disposal manifests or weight tickets as part of the daily log and attachments to invoice statements.
- Performance Standards:
  - After sweeping, there will be no debris greater than ½ inch remaining.
  - Sweeping will not damage streets, gutter pans, curbs, curb ramps, or vegetation.
  - Contractor will resolve all required corrective actions within 24 hours of notification by the City.
- **TASK 1 Deliverable:**
  - Within 2 weeks of the award, the contractor shall propose updated routes and schedules, with both sides of each street being swept on the same day. Once routes are finalized, they must be adhered to. All streets must be swept at least twice per month.

### **TASK 2: Sweeping After Special Events**

- The Contractor shall attend pre-event meetings at the City's request in the weeks before each event to review required logistics and timing. The Contractor shall immediately sweep after the event in the manner to be described at the pre-event meeting the week before each event. Some events may require the contractor to provide two or three sweepers. Event dates and details are subject to change:

- Independence Day (Saturday closest to July 4th)
- Holiday Parade (First Friday in December)

### **TASK 3: Cleaning Around Obstructions**

- The Contractor shall conduct monthly and ad-hoc manual cleaning (with trash grabber, leaf vacuum, manual removal, or other method) and debris collection surrounding obstructions, such as parked cars and personal property. Areas of the City with a high propensity for obstructions that will be cleaned monthly are depicted in Exhibit C as Additional Cleaning.

### **TASK 4: Emergency Services**

- The Contractor shall provide an emergency phone number of the Contractor's representative for emergencies. The Contractor shall respond to City emergency requests within two (2) hours. If the two-hour time is exceeded, the contractor shall pay for the city's cost recovery to perform the work.
  - **City Cost Recovery.** If City staff time, resources, or third-party contractor services are required to administer, inspect, oversee, correct, or complete the Contractor's work, the Contractor shall be assessed a **flat City cost recovery fee of \$2,500 per occurrence.**
  - The City may perform such work using City forces or retain its own contractor, at the City's discretion. The City may deduct the cost recovery fee from the Contractor's progress payments or monthly invoices. Any additional costs incurred by the City beyond the flat fee shall be reimbursed by the Contractor upon invoice.

### **TASK 5: Reporting**

- The Contractor shall maintain a database on daily activities and submit to City with monthly invoices or upon request; daily activity reports shall contain the following related to services outlined in Task 1, Task 3, and Task 4 above:
  - Route identification, date, day of week
  - Photographic documentation
  - Operator Name
  - Curb miles swept
  - Volume of debris collected
  - Weight of debris collected
  - If needed, the reason for cancellation or missed sweeps
  - Maintenance records for all sweeping equipment used to perform contract tasks.
- Monthly services will not be paid by the City until the reports are submitted and approved by the City.
- **Task 5 Deliverable:**
  - Provide City Project Manager access to the database on daily activities, as well as any geospatial positioning system (GIS) that the Contractor

utilizes to track route performance. The contractor will provide up to six (6) hours of training, as needed, for the City Project Manager to use the database and GIS.

## **EXHIBIT B SCHEDULE OF FEES**

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 **\$362,706.00 annually**, and **SHALL NOT EXCEED** the sum of **\$1,088,118.00** over the life of the Agreement, and shall be earned on the following basis:

### **TASK 1: Routine Street Sweeping Services**

Fully burdened per-curb-mile sweeping rate for monthly invoices: **\$69.50 per-curb-mile**  
Total Monthly Billable Curb Miles: **409 curb miles**

- **Zone 8: 33 curb miles (66 billable curb miles per month)**
- **Zone 9: 30.5 curb miles (61 billable curb miles per month)**
- **Zone 10: 38.75 curb miles (77.5 billable curb miles per month)**
- **Zone 11: 33 curb miles (66 billable curb miles per month)**
- **Zone 12: 30.5 curb miles (61 billable curb miles per month)**
- **Zone 13: 38.75 curb miles (77.5 billable curb miles per month)**

*Example Monthly Invoice for Zone 8 in Task 1:*

- *Zone 8: 33 curb miles; 2 sweeping days; 0 downtime curb miles*
- *33 curb miles x 2 sweeping days x \$69.50 per-curb-mile = \$4,587.00*

### **TASK 2: Sweeping After Special Events**

There is no identified total compensation earned by or payable to the Service Provider, by the City, for sweeping after special events.

### **TASK 3: Cleaning Around Obstructions**

Cleaning around obstructions is billed hourly. Identify the following information for compensation earned or payable to the Service Provider, by the City, for Task 3:

- **Fully Burdened Flat Fee Monthly Rate: \$1,800.00**

### **TASK 4: Emergency Services**

There is no identified total compensation earned by or payable to the Service Provider, by the City, for sweeping Emergency Services.


### **TASK 5: Reporting**

There is no identified total compensation earned by or payable to the Service Provider, by the City, for Reporting. However, the reporting needs are outlined in Exhibit A of this

agreement. Service Provider must comply with all reporting requirements to allow total compensation to be earned by or payable to the Service Provider by the City.

## EXHIBIT C STREET SWEEPING ROUTE MAP

Interactive map available online at [www.cityofgoleta.org/StreetSweeping](http://www.cityofgoleta.org/StreetSweeping)



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CELEBRATING 20 YEARS  
CITY OF GOLETA  
founded 1912

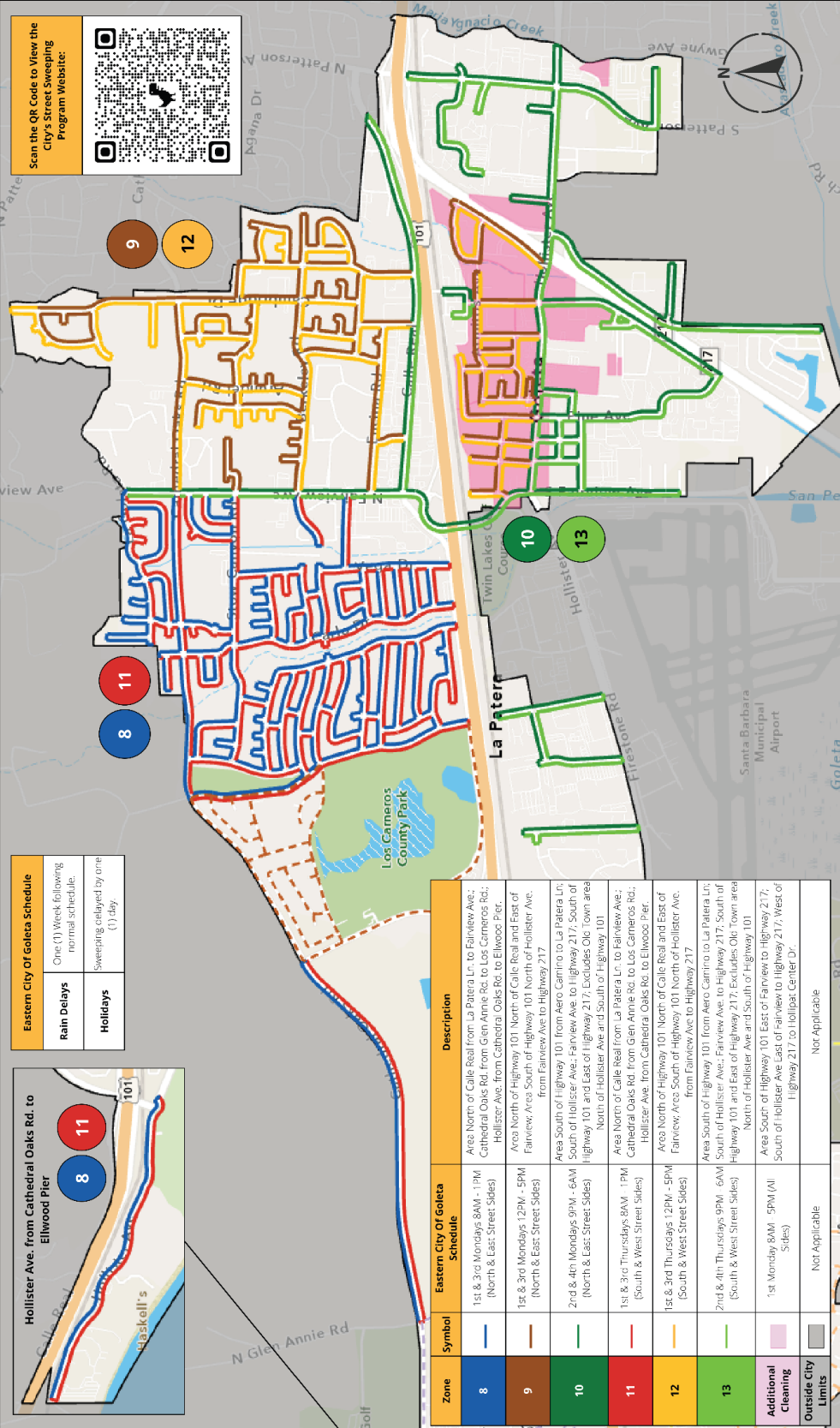
Updated September 29, 2022

# New Eastern Goleta Sweeping Schedule


\*Western Goleta Routes Remain Unchanged, view Goleta West Sanitary District's online calendar at <https://goletawest.org/>.

Scan the QR Code to view the City's Street Sweeping Program Website:





Eastern City of Goleta Schedule	
<b>Rain Delays</b>	One (1) Week following normal schedule.
<b>Holidays</b>	Sweeping delayed by one (1) day.



Zone	Symbol	Eastern City of Goleta Schedule	Description
8	—	1st & 3rd Mondays 8AM - 1PM (North & East Street Sides)	Area North of Calle Real from La Patera Ln. to Fairview Ave.; Cathedral Oaks Rd. from Glen Annie Rd. to Los Cameros Rd.; Hollister Ave. from Cathedral Oaks Rd. to Elwood Pier.
9	—	1st & 3rd Mondays 12PM - 5PM (North & East Street Sides)	Area North of Highway 101 North of Calle Real and East of Fairview Area South of Highway 101 North of Hollister Ave. from Fairview Ave. to Highway 217
10	—	2nd & 4th Mondays 9PM - 6AM (North & East Street Sides)	Area South of Highway 101 from Aero Camino to La Patera Ln.; South of Hollister Ave.; Fairview Ave. to Highway 217; South of Highway 101 and East of Highway 217; Excludes Old Town area North of Hollister Ave. and South of Highway 101
11	—	1st & 3rd Thursdays 8AM - 1PM (South & West Street Sides)	Area North of Calle Real from La Patera Ln. to Fairview Ave.; Cathedral Oaks Rd. from Glen Annie Rd. to Los Cameros Rd.; Hollister Ave. from Cathedral Oaks Rd. to Elwood Pier.
12	—	1st & 3rd Thursdays 12PM - 5PM (South & West Street Sides)	Area North of Highway 101 North of Calle Real and East of Fairview Area South of Highway 101 North of Hollister Ave. from Fairview Ave. to Highway 217
13	—	2nd & 4th Thursdays 9PM - 6AM (South & West Street Sides)	Area South of Highway 101 from Aero Camino to La Patera Ln.; South of Hollister Ave.; Fairview Ave. to Highway 217; South of Highway 101 and East of Highway 217; Excludes Old Town area North of Hollister Ave. and South of Highway 101
Additional Cleaning	—	1st Monday 8AM - 5PM (All Sides)	Area South of Highway 101 East of Fairview to Highway 217; South of Hollister Ave. East of Fairview to Highway 217; West of Highway 217 to Hollister Center Dr.
Outside City Limits	—	Not Applicable	Not Applicable