



Agenda Item B.5
CONSENT CALENDAR
Meeting Date: June 7, 2016

TO: Mayor and Councilmembers

FROM: Rosemarie Gaglione, Public Works Director

CONTACT: Robert P. Morgenstern, Public Works Manager

SUBJECT: Amendments to Public Works Annual Maintenance Services Contracts for Fiscal Year 2016-17

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 2 to the General Services Agreement with Berry General Engineering Contractors, Inc., for Street Maintenance Services, increasing the maximum contract amount by \$125,000, for a total not to exceed amount of \$313,443 and extending the agreement to June 30, 2017.
- B. Authorize the City Manager to execute Amendment No. 2 to the professional services agreement with Agri-Turf Supplies, Inc., for Consulting Arborist Services, increasing the maximum contract amount by \$30,000, for a total not to exceed amount of \$90,000, and extending the agreement expiration date to June 30, 2017.
- C. Authorize the City Manager to execute a General Services Agreement with BrightView Landscape Services, Inc., for Green Landscape Maintenance Services for Parks in the amount of \$125,000, with an expiration date of June 30, 2017.

BACKGROUND:

The City performs a majority of its infrastructure maintenance activities through agreements with private contractors. This reduces on-going personnel costs and allows the City to vary the scope of work based on available funding and need. The type of maintenance activities the City performs with contract services include, but are not limited to, citywide landscape maintenance for parks, open space and right-of-ways, tree maintenance, and street maintenance.

Each year staff reviews the maintenance contracts to determine if the contractor has successfully performed according to the provisions of the contract.

Staff has reviewed the current maintenance contracts and recommends the vendors in this report be allowed to continue the specified services.

DISCUSSION:

Street Maintenance Services with Berry General Engineering Contractors, Inc.

The Annual Street Maintenance Services Contract provides for miscellaneous pavement, concrete and storm drain repair and maintenance as directed by City staff on a project basis throughout the City's Right of Way.

The City Council awarded a street maintenance services contract to Berry General Engineering Contractors, Inc., (Berry) on June 17, 2014, in the amount of \$98,443 for one year with options to extend up to three additional years. Amendment No.1 added \$90,000 for fiscal year 2015-16.

Berry has met all performance obligations of the existing contract, has proven to be responsive to the City's needs, and is not requesting any increases in labor or rental rates. Therefore, staff recommends Council approve the attached Amendment No.2 to the Berry contract, increasing the maximum contract amount by \$125,000 and extending the term through June 30, 2017, for a new not to exceed amount of \$313,443.

Arborist Services

The Arborist Services contract provides for arboricultural consulting services related to City trees in parks, at public facilities and in the Right of Way. Services include preparing arborist reports related to tree health, monitoring tree pruning work, performing ongoing analysis of the City's Redwood Forest at Stow Grove Park, and advising staff on tree plantings and removals, as well as recommending policies, standards, and guidelines regarding street trees and other public trees located within the City.

The City Council awarded a professional services contract to Agri-Turf Supplies, Inc., on December 16, 2014, in the amount of \$30,000 to provide arboricultural consulting services through June 30, 2015. The contract provides the option to extend the contract up to four additional years. Amendment No.1 increased the contract by \$30,000 and extended the term through June 30, 2016.

Staff recommends Council approve the attached Amendment No. 2 to the contract, increasing the contract by \$30,000 and extending its term through June 30, 2017, for a new not to exceed amount of \$90,000.

Green Landscape Maintenance Services for Parks with BrightView Landscape Services, Inc.

The Green Landscape Maintenance Services for Parks contract provides for maintenance of the City's improved and unimproved parks without the use of pesticides or commercial fertilizers. Maintenance specifications for each individual park include maintaining the trees, drainage, turf, tot lots, irrigation, walkways, shrub beds, ground cover, tennis courts, trails, parking lots, and bridges.

The City Council awarded a contract for landscape maintenance services for parks to Valleycrest Landscape Maintenance, Inc., (Valleycrest) on June 17, 2014, in the amount of \$89,064 for one year, with options to extend up to two additional years. On May 19, 2015, Amendment No.1 was approved to increase the 2014-15 contract amount by \$23,906 for a new annual amount of \$112,970. That amendment was related to extra weekend work at the parks, restroom maintenance at the Amtrak Depot and a variety of repair and maintenance projects beyond scheduled maintenance activities. Amendment No. 2 increased the contract by \$115,000 for fiscal year 2015-16.

Recently, the City received notification that Valleycrest merged with BrightView Landscape Services, effective March 14, 2016, and will now be legally known as BrightView Landscape Services (BrightView). The contractor has met all performance obligations of the existing contract and has proven to be responsive to the City's needs. The current agreement with Valleycrest allows for another one-year extension. Because of this name change staff is recommending a new one year agreement with no changes in service levels and with key staffing remaining the same.

The attached Agreement with BrightView, is for one year ending June 30, 2017, with a maximum compensation of \$125,000. The extra amount for next year's contract reflects additional extra work and special projects that are assigned throughout the year based on historical trends. The combined, total value of Valleycrest / BrightView contracts is \$352,970 for these services between June 2014 and June 2017.

ALTERNATIVES:

The City Council may elect not to amend or approve any or all of these agreements and direct staff to request proposals from other qualified firms. However, doing so would delay the continuation of the services by approximately three months.

FISCAL IMPACTS:

The approved FY 2016-17 budget includes appropriations as shown in the following table:


Vendor	Budget	Account	Amount	Total
Berry General Engineering	Maintenance – Streets	101-5-5800-400	\$50,000	\$150,000
		205-5-5800-400	\$100,000	
Agri-Turf Supplies, Inc.	Street Tree Maintenance	205-5-5800-406	\$10,000	\$30,000
	Contract Services	101-5-5400-550	\$10,000	
	Maintenance - Parks	101-5-5400-403	\$10,000	
BrightView Landscape Services	Maintenance - Parks	101-5-5400-403	\$125,000	\$125,000

Legal Review By:



Tim W. Giles
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No.2 to General Services Agreement between the City of Goleta and Berry General Engineering Contractors, Inc., for Street Maintenance Services.
2. Amendment No.2 to Professional Services Agreement between the City of Goleta and Agri-Turf Supplies, Inc.
3. General Services Agreement between the City of Goleta and BrightView Landscape Services, Inc., for Green Landscape Maintenance Services for Parks.

ATTACHMENT 1

Amendment No. 2 to General Services Agreement between the City of Goleta and Berry General Engineering Contractors, Inc. for Street Maintenance Services.

**AMENDMENT NO. 2
TO GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
BERRY GENERAL ENGINEERING CONTRACTORS, INC.**

This Amendment No. 2 ("Amendment") is made this 7th day of June, 2016 to an AGREEMENT FOR GENERAL SERVICES between the **CITY OF GOLETA**, a municipal corporation ("City") and **BERRY GENERAL ENGINEERING CONTRACTORS, INC.** ("Service Provider") dated June 17, 2014 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Service Provider currently provides in Section 2 Subsection (a) for the total compensation amount not to exceed \$188,443; and

WHEREAS, the parties desire to amend the Agreement to provide for an additional compensation in the amount of one hundred twenty-five thousand dollars (\$125,000) so as to provide continued street maintenance services; and

WHEREAS, the Agreement between City and Service Provider currently provides in Section 6 for termination of the agreement on June 30, 2016; and

WHEREAS, the parties desire to amend Section 6 of the Agreement to extend the termination date of the Agreement to June 30, 2017; and

WHEREAS, the City Council, on this 7th day of June, 2016, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code 3.05.240.

AMENDMENT

Now therefore City and Service Provider agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 2 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$125,000 and to read in its entirety:

(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 is estimated to be three hundred thirteen thousand four hundred forty-three dollars (\$313,443)

annually, and **SHALL NOT EXCEED** the sum of \$313,443 over the life of the contract, and shall be earned on the following basis:

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

2. **Section 6. TERM** of the Agreement is amended to extend the term for an additional year and to read in its entirety:

This Agreement shall expire on June 30, 2017. The City may elect to extend the term of the agreement for a maximum number of three (3) one-year (1) year terms by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration date of the agreement.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In witness whereof, this **Amendment No. 2** has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

SERVICE PROVIDER

Michelle Greene, City Manager

Dan Berry, President

ATTEST:

Deborah Lopez, City Clerk

Robert Sainsbury, Vice President

APPROVED AS TO FORM



Tim W. Giles, City Attorney

ATTACHMENT 2

Amendment No. 2 to Professional Services Agreement between the City of Goleta and Agri-Turf Supplies, Inc. for Consulting Arborist Services.

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
AGRI-TURF SUPPLIES, INC.**

This Amendment No. 2 ("Amendment") to A PROFESSIONAL SERVICES AGREEMENT is made this 7th day of June, 2016 between the **CITY OF GOLETA** (City) and **AGRI-TURF SUPPLIES, INC.** (Consultant) dated December 16, 2014, ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$60,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$30,000 so as to provide continued professional arboricultural consulting support services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2016; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2017; and

WHEREAS, the City Council, on this 7th day of June, 2016, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$30,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the arborist services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$90,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$100.00 and with reimbursement to CONSULTANT for those expenses. The rates and expenses shall be binding upon CONSULTANT until June 30, 2017, after which any change

in said rates and expenses must be approved in writing by CITY'S Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year to read in its entirety.

The term of this AGREEMENT is from the date first written above to June 30, 2017, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY'S Project Manager. All services shall be completed according to the scope of services attached in Exhibit A.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Edward Aronchick, President

ATTEST:

Deborah S. Lopez, City Clerk

Catherine Herrera, Secretary and
Treasurer

APPROVED AS TO FORM



Tim W. Giles, City Attorney

ATTACHMENT 3

General Services Agreement between the City of Goleta and BrightView Landscape Services, Inc. for Green Landscape Maintenance Services for Parks

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

THIS GENERAL SERVICES AGREEMENT, made and entered into this 7th day of June, 2016 by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.** (hereinafter referred to as "Service Provider").

WHEREAS, Service Provider represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and

WHEREAS, Valleycrest Landscape Maintenance, Inc. was awarded the Green Landscape Maintenance Services for Parks Agreement 2014-15 following a competitive review process, and the agreement was amended to extend the expiration date for fiscal year 2015-16 ending June 30, 2016 with the option for an additional year; and

WHEREAS, Valleycrest Landscape Services, Inc. has merged with BrightView Landscape Services, Inc. and shall heretofore be known as BrightView Landscape Services, Inc. and therefore a new competitive selection process is not necessary; and

WHEREAS, the City Council, on this 7th day of June, 2016, approved this Agreement and authorized the City Manager to execute this Agreement per the Goleta Municipal Code Section 3.05.240.

The City and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform the green landscape maintenance services for parks including all labor, material and equipment necessary to provide maintenance services for improved and unimproved parks, without the use of pesticides or commercial fertilizers, as requested. 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 \$125,000, and **SHALL NOT EXCEED** the sum of \$125,000 over the life of the contract, and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked Exhibit "1," 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 coordinated with, the City's "Project Manager", as that staff person designated by the City, and who presently is Robert P. Morgenstern, Public Works Manager.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider discrete green landscape maintenance tasks on an as needed basis. Service Provider shall commence work on the services to be performed on each task as requested and authorized by the Project Manager.

For each discrete task requested by the City Project Manager, Service Provider must respond to provide an initial assessment of the project within two (2) days of receipt. Service Provider will provide an estimate to the City Project Manager and only start work upon written authorization from the City Project Manager.

5. CONTRACT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, contract with other qualified Service Providers 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 contract 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 or subcontractor is obligated to pay prevailing wages under the California Labor Code. Service Provider or subcontractor 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 subcontractors 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.

Contractor Non-Discrimination. In the performance of this work, the Service Provider agrees that it will not engage in, nor permit such subcontractor as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

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 contract, 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 contract. 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 contract 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 Contractor. 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 contractor and not an agent or employee of City.

6. TERM

This Agreement shall expire on June 30, 2017.

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/SUBCONTRACTOR

This Agreement is not assignable by Service Provider without the 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 contractors or subcontractors, 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 contractors/subcontractors, or the willful misconduct of the Service Provider or Service Provider's contractors/subcontractors, 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 level 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 \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

- b) Insurance Services Office form number CA 0001 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) 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 contract. 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 exact 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 with an edition date prior to 2004.
- b) Service Provider's insurance shall apply 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) 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 contract 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 contractors 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 ten (10) 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 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, subcontractors, 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 contract, 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 contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES

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. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. 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.

Except for Service Provider's Bids 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 or services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

18. 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: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Frank Annino
BrightView Landscape Services
2910 Sherwin Avenue
Ventura, CA 93003

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

Michelle Greene, City Manager

Frank Annino, Regional Manager

ATTEST

Deborah Lopez, City Clerk

Greg Santamaria, Branch Manager

APPROVED AS TO FORM



Tim W. Giles, City Attorney

Exhibit 1

Schedule of Fees

Bid Schedule
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2014-15

SUMMARY TOTAL - GREEN LANDSCAPE
MAINTENANCE SERVICES FOR PARKS
FY 2014-15

	MONTHLY	ANNUAL
ANDAMAR	\$ 135.00	\$ 1,620.00
ARMITOS PARK	\$ 128.00	\$ 1,536.00
ARMSTRONG	\$ 128.00	\$ 1,536.00
BELLA VISTA I & II	\$ 432.00	\$ 5,184.00
EMERALD TERRACE	\$ 400.00	\$ 4,800.00
EVERGREEN	\$ 733.00	\$ 8,796.00
GOLETA VALLEY LIBRARY	\$ 285.00	\$ 3,420.00
MATHILDA	\$ 170.00	\$ 2,040.00
NECTARINE	\$ 90.00	\$ 1,080.00
SAN MIGUEL	\$ 244.00	\$ 2,928.00
SANTA BARBARA SHORES - SMALL	\$ 153.00	\$ 1,836.00
STOW GROVE PARK	\$ 2,980.00	\$ 35,760.00
STOW HOUSE	\$ 535.00	\$ 6,420.00
STOW TENNIS COURTS	\$ 366.00	\$ 4,392.00
UNIVERSITY VILLAGE	\$ 384.00	\$ 4,608.00
WINCHESTER I	\$ 176.00	\$ 2,112.00
WINCHESTER II	\$ 76.00	\$ 912.00
TOTAL BID	\$ 7,417.00	\$ 89,064.00

TOTAL MONTHLY AND ANNUAL BID AMOUNT:

77,417.00 /MO

89,064.00 /YR

Total Monthly Bid Amount (in words):

SEVEN THOUSAND FOUR HUNDRED AND SEVENTEEN DOLLARS

Total Annual Bid Amount (in words):

EIGHTY NINE THOUSAND AND A FOUR DOLLARS

VALLEY CREST LANDSCAPE MAINTENANCE

(Company Name of Bidder)

BrightView Landscape Services

(Authorized Signature)