



**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** George Thomson, Parks and Open Space Manager

**SUBJECT:** Amendments to Service Agreements for Janitorial Services and Landscape Maintenance at Parks and Open Spaces

**RECOMMENDATION:**

- A. Approve and authorize the City Manager to execute Amendment No. 4 to General Services Agreement No. 2018-089 with Rich & Famous, Inc. doing business as Big Green Cleaning Company, for janitorial services for public restrooms at the Goleta Amtrak Station, Stow Grove Park, and Jonny D. Wallis Park, extending the term to June 30, 2022, and increasing the maximum contract amount by \$60,000 for a new total not-to-exceed contract amount of \$198,288;
- B. Approve and authorize the City Manager to execute Amendment No. 1 to General Services Agreement No. 2020-039 with Rich & Famous, Inc. doing business as Big Green Cleaning Company, for daily cleaning and disinfecting services of portable restrooms and hand washing stations, increasing the maximum contract amount by \$30,000 for a new total not-to-exceed contract amount of \$60,000; and
- C. Approve and authorize the City Manager to execute Amendment No. 2 to General Services Agreement No. 2017-040 with Brightview Landscape Services, Inc. for green landscape maintenance of parks, extending the term to June 30, 2022, and increasing the maximum contract amount by \$109,800 for a new total not-to-exceed contract amount of \$549,000.

**BACKGROUND:**

The Public Works Department is responsible for the ongoing maintenance, cleaning, and repair of City parks, recreational facilities, community amenities, open spaces, and public restrooms. Within the Parks and Open Space Program, there are 15 developed parks that include over 15-acres of turf, 14 playgrounds, a skate park, outdoor fitness equipment, basketball and volleyball courts, restrooms, and other features that require daily or weekly maintenance. In addition, the Public Works Department manages facility and landscape maintenance for the library, Goleta Valley Community Center, and Stow

House, and daily cleanings of the public restroom at the Goleta Amtrak Station. The reoccurring, daily landscape maintenance of these parks and facilities is primarily performed by private service vendors under contract with the City, and management of those contractors is carried out by the City's Parks and Open Space Manager. The City currently contracts with two companies to carry out most of the daily maintenance needs in parks and associated facilities.

Big Green Cleaning Company (Big Green) provides restroom janitorial services at the Goleta Amtrak Station, Stow Grove Park, and Jonny D. Wallis Park. Cleaning is conducted seven days per week and includes sanitizing all interior high-touch surfaces, trash removal, and refilling disposal goods such as soap and paper products. At Jonny D. Wallis Park, Big Green also opens the front entrance gate, empties park trash receptacles, and cleans picnic tables, exercise equipment, and BBQs daily. On a weekly basis, Big Green performs exterior cleaning of the various restroom buildings and performs power-washing of the restroom interiors. Big Green also provides additional services to the City under separate contracts, including removal of trash in City open spaces.

Big Green provides daily cleaning and disinfecting services of portable restrooms and hand washing stations at eight (8) sites in the City of Goleta. These sites include Stow Grove Park, Lake Los Carneros, Stow House-Railroad Museum, Evergreen Acres, Ellwood Mesa, Santa Barbara Shores, Stow Tennis and Berkeley.

Brightview Landscape Services (Brightview) performs much of the daily landscape maintenance activities at 15 developed City parks and the grounds of the Stow House. Typical maintenance activities include turf mowing, irrigation repairs, trash removal, and decorative landscape care. Special annual landscape improvement efforts include aeration and fertilization of the City's approximately 15-acres of turf. The City's Parks and Open Space Manager also meets bi-weekly with Brightview staff to address requests for focused maintenance or emergency irrigation repairs.

Both contractors were selected as part of a competitive process in May 2017 for the landscape maintenance contract with Brightview and in August 2018 for the janitorial contract with Big Green. Both contractors have performed their respective scopes of work to date and are responsive to City staff requests for call-backs if any issues arise.

## **DISCUSSION:**

### Janitorial Services at the Goleta Amtrak Station, Stow Grove Park, and Jonny D. Wallis Park

The current contract with Big Green was executed on September 19, 2018. A first contract amendment was executed on March 21, 2019, to add \$4,080 to the contract for additional restroom cleanings at Jonny D. Wallis Park. On June 4, 2019, a second contract amendment was executed to add \$55,872 for continued janitorial services through Fiscal Year 2019-2020. On November 5, 2020, a third contract amendment was executed to add \$55,632 to extend janitorial services through Fiscal Year 2020-2021. Staff

recommends extending the current agreement to continue janitorial services through FY2021-2022 at \$60,000 annually for daily cleanings of the Goleta Amtrak Station, Stow Grove Park, and Jonny D. Wallis Park (Attachment 1).

#### Disinfecting Services of Portable Restrooms and Hand Washing Stations

The current Big Green Agreement was executed on May 29, 2020. The City Manager authorized an Agreement #2020-039 in the amount not to exceed \$30,000 with a termination date of June 30, 2021. Public Works staff has been very pleased with the services by Big Green and recommends amending the current agreement Amendment No. 1 to continue disinfecting services for additional compensation in the amount of \$30,000 with a new total not to exceed of \$60,000 expiring June 30, 2021 (Attachment 2).

#### Landscape Maintenance Services at City Parks, the Library, and the Stow House

The current contract with Brightview Landscape Services was executed on June 20, 2017. On November 5, 2020, a first contract amendment was executed to add \$55,872 for continued janitorial services through Fiscal Year 2020-2021. Staff recommends amending the current agreement to continue landscape maintenance services performed by Brightview through FY2021-2022 at \$109,800 annually (Attachment 3).

For reference, Attachments 4, 5 and 6 provide the original contracts with Big Green and Brightview.

#### **FISCAL IMPACTS:**

The recommended agreement amendments are necessary to ensure continuity of janitorial services and landscape maintenance services in City Parks. There are sufficient funds in the proposed FY 2021-22 budget for the proposed amendments, so no new additional appropriations are necessary. The table below lists the vendors, the amended contract amounts, the funding accounts, and the proposed FY 2021-22 budget amounts. The proposed budget is accounted for in the Contract Services account (101-50-5400-51300), which has a total of \$553,000.

<b>Vendor/ Agreement No.</b>	<b>Amended Contract Amounts</b>	<b>Fund Type</b>	<b>Account</b>	<b>FY 2021-22 Proposed Budget</b>
Big Green/ 2018-089	\$ 60,000	General	101-50-5400-51300	--
Big Green/2020- 039	\$ 30,000	General	101-50-5400-51300	--
Brightview/ 2017-040	\$ 109,800	General	101-50-5400-51300	--
<b>Total</b>	<b>\$ 199,800</b>	<b>General</b>	<b>101-50-5400-51300</b>	<b>\$ 553,000</b>

## ALTERNATIVES:

The City Council may elect not to authorize these agreement amendments and direct the Public Works Department to issue new Request for Proposals for these contract services. Doing so would cause several months of delay in providing the subject maintenance services in public parks and facilities. If contracted labor is not considered, the City would need to explore opportunities to hire additional City Public Works maintenance staff.

**Reviewed By:**

**Legal Review By:**


**Approved By:**



Kristine Schmidt  
Assistant City Manager



Michael Jenkins  
City Attorney



Michelle Greene  
City Manager

## ATTACHMENTS:

1. Amendment No. 4 for Big Green Cleaning Company Agreement No. 2018-089 for General Services
2. Amendment No. 1 for Big Green Cleaning Company Agreement No. 2020-039 for General Services
3. Amendment No. 2 for Brightview Landscape Services, Inc Agreement No. 2017-040 for General Services
4. Big Green Cleaning Company Agreement No. 2018-089 and Amendments (available online only)
5. Big Green Cleaning Company Agreement No. 2020-039 (available online only)
6. Brightview Landscape Services, Inc. Agreement No. 2017-040 and Amendment (available online only)



## **ATTACHMENT 1**

Amendment No. 4 to Big Green Cleaning Company Agreement  
No. 2018-089 for General Services

**AMENDMENT NO. 4  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RICH & FAMOUS, INC.  
dba BIG GREEN CLEANING COMPANY**

This **Amendment No. 4** to the GENERAL SERVICES Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY** ("Service Provider") dated September 19, 2018 ("Agreement," Agreement No. 2018-089) is made on this 15th day of June, 2021.

**RECITALS**

**WHEREAS**, this Agreement is for janitorial services for Goleta Amtrak Station, Stow Grove Park, and Jonny D. Wallis Park and contained a not-to-exceed amount of twenty-two thousand seven hundred four dollars (\$22,704); and

**WHEREAS**, on March 21, 2019, the Agreement was amended to provide additional compensation in the amount of four thousand eighty dollars (\$4,080) for additional janitorial services at Jonny D. Wallis Park ("Amendment No.1") for a new not to exceed of twenty-six thousand seven hundred eighty-four dollars (\$26,784) and amend Exhibit A to add Jonny D. Wallis Park as a location for janitorial services; and ("Amendment No.1"); and

**WHEREAS**, on June 4, 2019, the Agreement was amended to provide additional compensation and fifty-five thousand eight hundred seventy-two dollars (\$55,872) for continued janitorial services at Jonny D. Wallis Park ("Amendment No. 2") for a new not to exceed amount of eighty-two thousand six hundred fifty-six dollars (\$82,656) and the term of the Agreement was extended to June 30, 2020; and

**WHEREAS**, on October 6, 2020, the Agreement was amended to provide additional compensation and fifty-five thousand six hundred thirty-two dollars (\$55,632) for continued janitorial services at Goleta Amtrak Station, Stow Grove Park, and Jonny D. Wallis Park ("Amendment No.3") for a new not to exceed amount of one hundred thirty-eight thousand two hundred eighty-eight dollars (\$138,288) and the term of the Agreement was extended to June 30, 2021; and

**WHEREAS**, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed amount one hundred thirty-eight thousand two hundred eighty-eight dollars (\$138,288); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$60,000 for continued janitorial services at Goleta Amtrak Station, Stow Grove Park, and Jonny D. Wallis Park; and

**WHEREAS**, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022; and

**WHEREAS**, the Agreement currently provides in Exhibit B-3 entitled "Compensation" the hourly rates for Service Provider; and

**WHEREAS**, the parties desire to amend Exhibit B-3 of the Agreement to identify the new weekly and monthly rates, attached as "Exhibit B-4"; and

**WHEREAS**, the City Council approved this Amendment No. 4, on this 15th day of June, 2021.

### **AMENDED TERMS**

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

1. **Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of sixty thousand dollars (\$60,000) and to read in its entirety:

**(a) Maximum and Rate.** The total compensation payable to the SERVICE PROVIDER, by the City, for any and all services under this AGREEMENT SHALL NOT EXCEED the sum of one hundred ninety-eight thousand two hundred eighty-eight dollars (\$198,288) (herein "not-to-exceed amount") and shall be earned as the work progresses.

**(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.

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, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

SERVICE PROVIDER shall not commence work on the services to be performed until (i) SERVICE PROVIDER furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit B-3 “Compensation”** with **Exhibit B-4 “Compensation”** attached hereto and incorporated herein.

4. 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. 4 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**SERVICE PROVIDER**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Allen Williams, President

**ATTEST:**

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

\_\_\_\_\_  
Joyce Williams, Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

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Winnie Cai, Assistant City Attorney

**Exhibit B-4**  
**Compensation**

**1. Stow Park, 580 N. La Patera Lane:**

Services provided **seven** days per week to both bathrooms and **weekly** pressure washing services.

**\$1,360.00** per month.

**2. Amtrak Station, 25 S. La Patera Lane:**

Services provided **seven** days per week to both bathrooms and **weekly** pressure washing services.

**\$ 634.00** per month.

**3. Jonny D. Wallis Park, 170 S. Kellogg Avenue:**

Services provided **seven** days per week to both bathrooms and **weekly** pressure washing services. Morning gate opening, emptying all trash receptacles, cleaning all picnic tables and Cleaning the ash from around the fire pits [barbecue grills].

**\$2,642.00** per month.

**Total of all Services.**

**\$4,636.00** per month.

## **ATTACHMENT 2**

Amendment No. 1 to Big Green Cleaning Company Agreement  
No. 2020-039 for General Services

**AMENDMENT NO. 1  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RICH & FAMOUS, INC.  
dba BIG GREEN CLEANING COMPANY**

This **Amendment No. 1** to the GENERAL SERVICES Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY** ("Service Provider") dated May 20, 2020 ("Agreement," Agreement No. 2020-039) is made on this 15th day of June, 2021.

**RECITALS**

**WHEREAS**, this Agreement is providing daily cleaning and disinfecting services of portable restrooms and hand washing stations at eight (8) sites in the City of Goleta and contained a not-to-exceed amount of thirty thousand dollars (\$30,000); and

**WHEREAS**, the Agreement currently provides in Section 2 Subsection (a) for the total compensation amount a not-to-exceed amount of thirty thousand dollars (\$30,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty thousand dollars (\$30,000) for continued daily cleaning and disinfecting services of portable restrooms and hand washing stations

**WHEREAS**, the City Council approved this Amendment No. 1, on this 15th day of June, 2021.

**AMENDED TERMS**

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

- 1. Subsection (a) of Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of thirty thousand dollars (\$30,000) and to read in its entirety:

**(a) Maximum and Rate.** The total compensation payable to SERVICE PROVIDER by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of sixty thousand dollars (\$60,000) (herein "not-to-exceed amount") over the life of the Agreement, and shall be earned on the following basis:

A flat daily fee of **\$165.51 per day for this cleaning and disinfecting program** and with reimbursement to the Service Provider for those expenses billed on a monthly basis. Based on an average of 30.1 days the **monthly fee would be \$4,982.00**. The daily rate includes eight (8) sites in the City of Goleta, seven (7) days per week, as described in Exhibit A, Scope of Work.

**(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.

2. 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. 1 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**SERVICE PROVIDER**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Allen Williams, President

**ATTEST:**

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

\_\_\_\_\_  
Joyce Williams, Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

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Winnie Cai, Assistant City Attorney



### **ATTACHMENT 3**

Amendment No. 2 to Brightview Landscape Services, Inc. Agreement  
No. 2017-040 for General Services

**AMENDMENT NO. 2  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

This **Amendment No. 2** to the GENERAL SERVICES Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, ("Service Provider") dated June 20, 2017 ("Agreement," Agreement No. 2017-040) is made on this 15 day of June, 2021.

**RECITALS**

**WHEREAS**, this Agreement is for Green Landscape Maintenance Services for Parks; and

**WHEREAS**, on November 5, 2020, the Agreement was amended to provide a new Scope of Work (Exhibit A-1), additional compensation in the amount of one hundred nine thousand eight hundred (\$109,800), revised schedule of fees (Exhibit B-1), identify the new project manager George Thomson and extend the termination of the Agreement was extended to June 30, 2021 ("Amendment No.1"); and

**WHEREAS**, the Agreement currently provides in Section 2 Subsection (a) for the total compensation amount not to exceed four hundred thirty-nine thousand two hundred dollars (\$439,200); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$109,800 for continued green landscape maintenance services; and

**WHEREAS**, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022; and

**WHEREAS**, the City Council approved this Amendment No. 2, on this 15th day of June, 2021.

**AMENDED TERMS**

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

1. **Subsection (a) of Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$109,800 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to SERVICE PROVIDER by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$549,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.
- (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.

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, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

Service Provider shall not commence work on the services to be performed until (i) Service Provider furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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**

**SERVICE PROVIDER**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Scott Godfrey, Vice President

**ATTEST:**

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

\_\_\_\_\_  
Tomas Kuehn, Assistant Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

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Winnie Cai, Assistant City Attorney

## **ATTACHMENT 4**

Big Green Cleaning Company Agreement  
No. 2018-089 for General Services and Amendment No. 1 to 4 (Online Only)

**Project Name:** Janitorial Services for Amtrak and Stow Grove Park Restrooms

**AN AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 19<sup>th</sup> day of **September 2018**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY**, a California corporation (hereinafter referred to as "Service Provider").

**WHEREAS**, this Service Provider will be providing daily janitorial services for Amtrak Station and Stow Grove Park restrooms within the City of Goleta; and

**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**, Service Provider was recommended for award by the Public Works Manager based on informal written bids pursuant to Goleta Municipal Code Section 3.05.070(B); and

**WHEREAS**, the City Manager is authorized by Goleta Municipal Code Section 3.05.070 to execute this Agreement because the value of the Agreement is less than \$30,000.

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 daily janitorial services for Amtrak Station and Stow Grove Park restrooms. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

Service Provider shall perform all tasks listed in the Scope of Work and included 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 **\$22,704.00**, and **SHALL NOT EXCEED** the sum of **\$22,704.00** 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 "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 **Robert P. Morgenstern**.

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

Project Manager may assign, in writing, Service Provider with discrete small projects, which shall in no event exceed the contract limit of \$29,999. 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. CONTRACT PERFORMANCE**

**Non-Exclusivity.** This agreement is non-exclusive. City reserves the right to retain, employ, contract 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 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 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.

**Service Provider 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 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, 2019**. The City may elect to extend the term of the agreement for a maximum number of two (2) 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.

## **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. Allen Williams 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) 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 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) 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 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 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, which ever 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 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 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. 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:

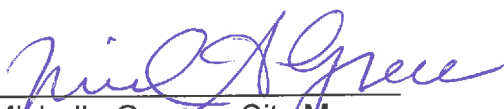
Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO SERVICE PROVIDER:

Allen Williams  
Rich & Famous, Inc.  
dba Big Green Cleaning Company  
4860 Calle Real  
Santa Barbara, CA 93111

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

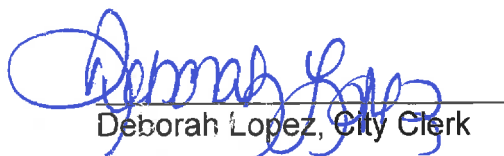
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**SERVICE PROVIDER**


  
Allen Williams, President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Joyce Williams, Secretary

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

## **Exhibit A Scope of Work**

SERVICE PROVIDER shall provide daily janitorial services for Stow Grove Park and Amtrak Station restrooms. The service provider shall provide the following services:

### **Service provided seven days a week:**

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Clean all glass mirrors.
3. Empty, spot clean and sanitize all containers and disposals, insert liners as required.
4. Empty and sanitize the interiors of sanitary containers.
5. Spot clean all walls, doors and partitions.
6. Refill all toilet paper and soap dispensers to normal limits.
7. Dust all horizontal surfaces including sills, molding, ledges, shelves and ducts.
8. Remove cobwebs from the walls, ceiling areas and around light fixtures.
9. Sweep, damp mop, and sanitize hard floor. As an alternative to damp mopping the floors may be sprayed with disinfectant, hand scrubbed with deck brushes, rinsed with a garden hose and squeegeed dry.
10. Notify Project Manager of any vandalism including graffiti, broken fixtures or damage to structure.

### **Service provided weekly:**

1. Remove cobwebs and debris from the exterior of the building including doors, window frames, privacy fencing and the underside of the roof eaves.
2. Pressure washing of the interior of the bathrooms including walls, partitions, fixtures, floors and base coves. Waste water to be recovered and disposed of per County Ordinance

Service Provider will provide all supplies and equipment required and bill separately as an extra cost.



**Exhibit B  
Schedule of Fees**

Amtrak Station  
25 S. La Patera Lane  
Goleta, CA 93117

<b>Service Provided</b>	<b>Rates</b>
Services provided seven days per week to both bathrooms	\$1,156.00/ Month
Weekly services provided	138.00/Month

Stow Grove Park  
580 N. La Patera Ln.  
Goleta, CA 93117

<b>Service Provided</b>	<b>Rates</b>
Services provided seven days per week to both bathrooms	482.00/Month
Weekly services provided	116.00/Month

Plus supply fees may be billed separately upon showing of supporting documentation.

**AMENDMENT NO. 1  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RICH & FAMOUS, INC.  
dba BIG GREEN CLEANING COMPANY**

This **Amendment No. 1** to a GENERAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY** ("Service Provider"), a California Corporation dated September 19, 2018 ("Agreement," Agreement No. 2018-089) is made this 21<sup>st</sup> day of March 2019.

**RECITALS**

**WHEREAS**, this Agreement is for the janitorial services for the restrooms at Goleta Amtrak Station, Stow Grove Park and Jonny D. Wallis; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Section 2 Subsection (a) for the total compensation amount not to exceed twenty-two thousand, seven hundred and four dollars (\$22,704); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of four thousand, eighty dollars (\$4,080) for additional janitorial services for the new Jonny D. Wallis Park; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Service Provider; and

**WHEREAS**, the parties desire to amend Exhibit A of the Agreement by adding janitorial services for Jonny D. Wallis Park as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Exhibit B entitled "Compensation" the hourly rates for Service Provider; and

**WHEREAS**, the parties desire to amend Exhibit B of the Agreement to identify an adjustment for each facility and a new facility was added to the current rate sheet as more completely and particularly set forth in the Schedule of Fees, attached as Exhibit "B-1"; and

**WHEREAS**, the City Manager approved this Amendment No. 1, on this 21<sup>st</sup> day of March 2019.

## AMENDED TERMS

**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 four thousand, eighty dollars (\$4,080) and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of twenty-six thousand, seven hundred eighty-four dollars (\$26,784) (herein "not-to-exceed amount") 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 "B-1" attached and incorporated herein.

2. This Agreement is amended to deleted and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

3. This Agreement is amended to deleted and replace in its entirety:

**Exhibit B "Compensation"** with **Exhibit B-1 "Compensation"** attached hereto and incorporated herein.


4. 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. 1 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**


  
Michelle Greene, City Manager

**SERVICE PROVIDER**

  
Allen Williams, President

**ATTEST:**

  
Deputy City Clerk for  
Deborah Lopez, City Clerk

  
Joyce Williams, Secretary

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney

## **Exhibit A-1 Scope of Work**

SERVICE PROVIDER shall provide daily janitorial services for Stow Grove Park, Amtrak Station, and Jonny D. Wallis Neighborhood Park restrooms. The service provider shall provide the following services:

### **Service provided seven days a week:**

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Clean all glass mirrors.
3. Empty, spot clean and sanitize all containers and disposals, insert liners as required.
4. Empty and sanitize the interiors of sanitary containers.
5. Spot clean all walls, doors and partitions.
6. Refill all toilet paper and soap dispensers to normal limits.
7. Dust all horizontal surfaces including sills, molding, ledges, shelves and ducts.
8. Remove cobwebs from the walls, ceiling areas and around light fixtures.
9. Sweep, damp mop, and sanitize hard floor. As an alternative to damp mopping the floors may be sprayed with disinfectant, hand scrubbed with deck brushes, rinsed with a garden hose and squeegeed dry.
10. Notify Project Manager of any vandalism including graffiti, broken fixtures or damage to structure.

### **Service provided weekly:**

1. Remove cobwebs and debris from the exterior of the building including doors, window frames, privacy fencing and the underside of the roof eaves.
2. Pressure washing of the interior of the bathrooms including walls, partitions, fixtures, floors and base coves. Waste water to be recovered and disposed of per County Ordinance.

Service Provider will provide all supplies and equipment required and bill separately as an extra cost.

## Exhibit B-1 Schedule of Fees

Stow Park  
580 N. La Patera Lane  
Goleta, CA 93117

Services Provided	Rates
Services provided seven days per week to both bathrooms and weekly pressure washing services.	\$1,360.00

Amtrak Station  
25 S. La Patera Lane  
Goleta, CA 93117

Services Provided	Rates
Services provided seven days per week to both bathrooms and weekly pressure washing services.	\$634.00

Jonny D. Wallis Park  
170 S. Kellogg Avenue  
Goleta, CA 93117

Services Provided	Rates
Services provided seven days per week to both bathrooms and weekly pressure washing services.	\$1,360.00

Plus supply fees may be billed separately upon showing of supporting documentation.

**Total of all services (excluding supplies) \$3,354.00 per month**

**AMENDMENT NO. 2  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RICH & FAMOUS, INC.  
dba BIG GREEN CLEANING COMPANY**

This **Amendment No. 2** to a GENERAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY**, a California Corporation ("Service Provider") dated September 19, 2018 ("Agreement," Agreement No. 2018-089) is made this 5th day of June, 2019.

**RECITALS**

**WHEREAS**, this Agreement is for janitorial services for Goleta Amtrak Station, Stow Grove Park and Jonny D. Wallis Park and contained a not-to-exceed amount of twenty-two thousand seven hundred and four dollars (\$22,704.00); and

**WHEREAS**, this Agreement was amended ("Amendment No.1") on March 21, 2019 to provide additional compensation in the amount of four thousand, eighty dollars (\$4,080) for a new not to exceed of twenty-six thousand seven hundred eighty-four dollars (\$26,784) and amend Exhibit A to add Jonny D. Wallis Park as a location for janitorial services; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty-five thousand eight hundred seventy-two dollars (\$55,872) for continued janitorial services; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2020; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services as set forth for Service Provider which provides for services seven days a week; and

**WHEREAS**, the parties desire to amend Exhibit A-1 of the Agreement by adding expanded services specific to Jonny D. Wallis Park seven days a week as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Exhibit B-1 entitled "Compensation" the hourly rates for Service Provider; and

**WHEREAS**, the parties desire to amend Exhibit B-1 of the Agreement to identify new rates to include expanded services specific to Jonny D. Wallis Park seven days a week from the current rate sheet; and

**WHEREAS**, the City Council approved this Amendment No. 2, on this 4<sup>th</sup> day of June 2019.

### **AMENDED TERMS**

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

1. **Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of fifty-five thousand eight hundred seventy-two dollars (\$55,872) and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to SERVICE PROVIDER by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of eighty-two thousand six hundred fifty-six dollars (\$82,656) (herein "not-to-exceed amount") and shall be earned as the work progresses.

(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.

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, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

SERVICE PROVIDER shall not commence work on the services to be performed until (i) SERVICE PROVIDER furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

4. This Agreement is amended to delete and replace in its entirety:



**Exhibit B "Compensation"** with **Exhibit B-1 "Compensation"** attached hereto and incorporated herein.

5. 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**



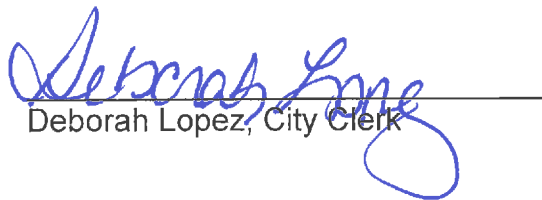
Michelle Greene, City Manager

**SERVICE PROVIDER**

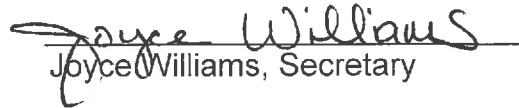


Allen Williams, President

**ATTEST:**



Deborah Lopez, City Clerk



Joyce Williams, Secretary

**APPROVED AS TO FORM**



Winnie Cai, Assistant City Attorney

## **Exhibit A-2 Scope of Work**

SERVICE PROVIDER shall provide daily janitorial services for Stow Grove Park, Amtrak Station, and Jonny D. Wallis Neighborhood Park restrooms. The service provider shall provide the following services:

### **Services provided seven days a week:**

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Clean all glass mirrors.
3. Empty, spot clean and sanitize all containers and disposals, insert liners as required.
4. Empty and sanitize the interiors of sanitary containers.
5. Spot clean all walls, doors and partitions.
6. Refill all toilet paper and soap dispensers to normal limits.
7. Dust all horizontal surfaces including sills, molding, ledges, shelves and ducts.
8. Remove cobwebs from the walls, ceiling areas and around light fixtures.
9. Sweep, damp mop, and sanitize hard floor. As an alternative to damp mopping the floors may be sprayed with disinfectant, hand scrubbed with deck brushes, rinsed with a garden hose and squeegeed dry.
10. Notify Project Manager of any vandalism including graffiti, broken fixtures or damage to structure.

### **Additional services provided seven days a week only to Jonny D. Wallis Park:**

1. Open the front entrance gate.
2. Empty all the trash receptacles.
3. Clean all the picnic tables.
4. Clean the ash and trash from and around the fire pits [barbecue grills].
5. Clean and sanitize three pieces of exercise equipment (Saturdays and Sundays only)

### **Service provided weekly:**

1. Remove cobwebs and debris from the exterior of the building including doors, window frames, privacy fencing and the underside of the roof eaves.
2. Pressure washing of the interior of the bathrooms including walls, partitions, fixtures, floors and base coves. Waste water to be recovered and disposed of per County Ordinance.

Service Provider will provide all supplies and equipment required and bill separately as an extra cost.

## Exhibit B-2

### Schedule of Fees

Stow Park  
580 N. La Patera Lane  
Goleta, CA 93117

Services Provided	Rates
Services provided seven days per week to both bathrooms and weekly pressure washing services.	\$1,360.00

Amtrak Station  
25 S. La Patera Lane  
Goleta, CA 93117

Services Provided	Rates
Services provided seven days per week to both bathrooms and weekly pressure washing services.	\$634.00

Jonny D. Wallis Park  
170 S. Kellogg Avenue  
Goleta, CA 93117

Services Provided	Rates
Services provided seven days per week to both bathrooms and weekly pressure washing services.	\$2,544.00

Supply fees may be billed separately upon showing of supporting documentation.

**Total of all services (excluding supplies) \$4,538.00 per month**

2018-089.3

**AMENDMENT NO. 3  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RICH & FAMOUS, INC.  
dba BIG GREEN CLEANING COMPANY**

This **Amendment No. 3** to the GENERAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and RICH AND FAMOUS, INC. dba BIG GREEN CLEANING COMPANY ("Service Provider") dated September 19, 2018 ("Agreement," Agreement No. 2018-089) is made on this 5th day of November, 2020.

**RECITALS**

**WHEREAS**, this Agreement is for janitorial services for Goleta Amtrak Station, Stow Grove Park, and Jonny D. Wallis Park and contained a not-to-exceed amount of twenty-two thousand seven hundred four dollars (\$22,704); and

**WHEREAS**, on March 21, 2019, the Agreement was amended to provide additional compensation in the amount of four thousand eighty dollars (\$4,080) for additional janitorial services at Jonny D. Wallis Park ("Amendment No.1") for a new not to exceed of twenty-six thousand seven hundred eighty-four dollars (\$26,784) and amend Exhibit A to add Jonny D. Wallis Park as a location for janitorial services; and

**WHEREAS**, on June 4, 2019, the Agreement was amended to provide additional compensation in the amount of fifty-five thousand eight hundred seventy-two dollars (\$55,872) for continued janitorial services at Jonny D. Wallis Park ("Amendment No.2") for a new not to exceed amount of eighty-two thousand six hundred fifty-six dollars (\$82,656) and the term of the Agreement was extended to June 30, 2020; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty-five thousand six hundred thirty-two dollars (\$55,632) for continued janitorial services; and

**WHEREAS**, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2020; and

**WHEREAS**, the parties desire to retroactively amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

**WHEREAS**, the Agreement currently provides in Exhibit B-2 entitled "Compensation" the hourly rates for Service Provider; and

**WHEREAS**, the parties desire to amend Exhibit B-2 of the Agreement to identify the new weekly and monthly rates, attached as "Exhibit B-3"; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council, on this 5th day of November, 2020, approved this Agreement and authorized the City Manager to execute the Agreement.

### **AMENDED TERMS**

**Now therefore** City and SERVICE PROVIDER retroactively agree that the Agreement be, and hereby is, retroactively amended as if it was approved on June 30, 2020, as follows:

1. **Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of fifty-five thousand six hundred thirty-two dollars (\$55,632) and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to the SERVICE PROVIDER, by the City, for any and all services under this AGREEMENT SHALL NOT EXCEED the sum of one hundred thirty-eight thousand two hundred eighty-eight dollars (\$138,288) (herein "not-to-exceed amount") and shall be earned as the work progresses.

(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.

(c) **Services Previously Rendered.** It is understood and acknowledged by the parties hereto Service Provider has commenced the services described in this Agreement in anticipation of the full execution of this Agreement by the parties. City agrees to compensate Service Provider pursuant to the terms set forth in this Agreement for those previous services performed by Service Provider that City determines are wholly consistent with the services that are to be performed and provided by Service Provider 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, 2021, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

SERVICE PROVIDER shall not commence work on the services to be performed until (i) SERVICE PROVIDER furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit B-2 "Compensation"** with **Exhibit B-3 "Compensation"** attached hereto and incorporated herein.

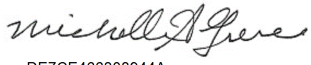
4. **Section 19. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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.

5. 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. 3 has been executed by the parties effective on the date and year first above written.


**CITY OF GOLETA**

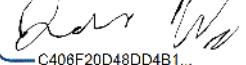
DocuSigned by:  
  
DE7CE466308944A...  
Michelle Greene, City Manager

**SERVICE PROVIDER**

DocuSigned by:  
  
D9F12825FF33499...  
Allen Williams, President

**ATTEST:**

DocuSigned by:  
  
A3E09F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
C408F20D48DD4B1...  
Joyce Williams, Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:  
  
A1BF8F896161498...  
Winnie Cai, Assistant City Attorney

**Exhibit B-3**  
**Schedule of Fees**

**1. Stow Park, 580 N. La Patera Lane:**

Services provided **seven** days per week to both bathrooms and **weekly** pressure washing services. **\$1,360.00** per month.

**2. Amtrak Station, 25 S. La Patera Lane:**

Services provided **seven** days per week to both bathrooms and **weekly** pressure washing services. **\$ 634.00** per month.

**3. Jonny D. Wallis Park, 170 S. Kellogg Avenue:**

Services provided **seven** days per week to both bathrooms and **weekly** pressure washing services. Morning gate opening, emptying all trash receptacles, cleaning all picnic tables and Cleaning the ash from around the fire pits [barbecue grills]. **\$2,642.00** per month.

**Total of all Services.** **\$4,636.00** per month.



**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

## **ATTACHMENT 5**

Big Green Cleaning Company Agreement  
No. 2020-039 for General Services (Online Only)

**Project Name:** Portable Restroom & Hand Washing Station  
Cleaning and Disinfecting

**AN AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 29 day of **May, 2020**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and RICH & FAMOUS, INC. dba BIG GREEN CLEANING COMPANY, a California corporation (hereinafter referred to as "Service Provider").

**WHEREAS**, this Service Provider will be providing daily cleaning and disinfecting services of portable restrooms and hand washing stations at eight (8) sites in the City of Goleta; and

**WHEREAS**, 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

**WHEREAS**, Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.070(B); and

**WHEREAS**, the City Manager is authorized to execute this Agreement pursuant to Goleta Municipal Code section 3.05.070 because the Agreement does not exceed \$30,000.

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 daily portable restroom and hand washing station cleaning and disinfecting 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 **\$30,000**, and **SHALL NOT EXCEED** the sum of **\$30,000** over the life of the Agreement, and shall be earned on the following basis:

City of Goleta

Public Works Agreement with Rich & Famous, Inc. dba Big Green Cleaning Company

Page 1 of 11

A flat daily fee of **\$165.51 per day for this cleaning and disinfecting program** and with reimbursement to the Service Provider for those expenses billed on a monthly basis. The daily rate includes eight (8) sites in the City of Goleta, seven (7) days per week, as described in Exhibit A, Scope of Work.

**(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, Public Works Manager.

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

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$30,000 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.

**Service Provider Non-Discrimination.** The Service Provider shall not discriminate based on race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

**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, 2021.

## **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. Allen Williams 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:

City of Goleta  
Public Works Agreement with Rich & Famous, Inc. dba Big Green Cleaning Company  
Page 5 of 11



- 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) 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) 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 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, which ever 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO SERVICE PROVIDER: Allen Williams  
Rich & Famous, Inc. dba Big Green  
Cleaning Company  
4860 Calle Real  
Santa Barbara, CA 93111


**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  
Public Works Agreement with Rich & Famous, Inc. dba Big Green Cleaning Company  
Page 9 of 11


## CITY OF GOLETA

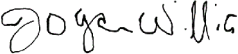
DocuSigned by:  
  
DE7CE466308944A...  
Michelle Greene, City Manager

## SERVICE PROVIDER

DocuSigned by:  
  
D9F12825FF33499...  
Allen Williams, President

## ATTEST:

DocuSigned by:  
  
A3E09F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
C406F20D48DD4B1...  
Joyce Williams, Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:  
  
A1BF8F896161498...  
winnie Cai, Assistant City Attorney

## **Exhibit A Scope of Work**

SERVICE PROVIDER shall perform daily cleaning and disinfecting services of portable restrooms and hand washing stations at the following eight (8) sites in the City of Goleta, seven (7) days per week:

- Stow Grove Park
- Lake Los Carneros
- Stow House, Railroad Museum
- Evergreen Acres
- Ellwood Mesa
- Santa Barbara Shores
- Stow Tennis
- Berkeley

SERVICE PROVIDER shall use pressure washing equipment to increase the sanitary conditions of the restrooms and hand washing stations. In all cases after the restrooms and hand washing stations are cleaned the entire interior and exterior shall be sprayed with a quaternary disinfecting solution.

Paper towels and soap replenishment is included at no extra charge.

Toilet tissue will be supplied by Marborg Industries as needed through City's franchise agreement for solid waste handling services.



***Big Green Cleaning Company***

4860 Calle Real

Santa Barbara, CA 93111

Phone: 805-692-1000

Fax: 805-967-3915

[www.BigGreenClean.com](http://www.BigGreenClean.com)

May 13, 2020

Paul Medel  
**City of Goleta**  
6735 Hollister Ave.  
Goleta, CA 93117

Re: Portable Restroom Cleaning

Dear Paul:

We at ***Big Green Cleaning Company*** appreciate the opportunity to bid on cleaning services for eight portable restrooms that have been placed in various locations in the City of Goleta. Under this proposal we will perform cleaning services to the following eight sites, seven days per week:

- Stow Grove Park.
- Lake Los Carneros.
- Stow House, Railroad Museum.
- Evergreen Acres.
- Ellwood Mesa
- Santa Barbara Shores
- Stow Tennis
- Berkeley

Services include cleaning of the restroom facilities and the adjacent hand washing stations. Paper towels and soap replenishment is included at no extra charge.

Where possible, to increase the sanitary conditions the restrooms will be cleaned with pressure washing equipment. In all cases the restrooms after the restrooms are cleaned the entire interior will be sprayed with a quaternary disinfecting solution.

Toilet tissue will be supplied by the City of Goleta as needed.

The daily rate for this service will be **\$165.51**. Based on an average of 30.1 days the monthly fee would **\$4,982.00**.

Please give me a call if you have any comments or questions. Thank you for thinking of ***Big Green Cleaning Company***.

Sincerely,

***Allen Williams***

Allen Williams  
AW/tbh

## **ATTACHMENT 6**

Brightview Landscape Services, Inc. Agreement  
No. 2017-040 for General Services with Amendment No. 1 (Online Only)

Project Name: Green Landscape Maintenance  
Services for Parks 2017-2020

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

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 20<sup>th</sup> day of June, 2017, by and between the **CITY OF GOLETA**, a municipal corporation ("City"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.** ("Service Provider").

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

**WHEREAS**, Service Provider is recommended for award based on a competitive bid process; and

**WHEREAS**, Service Provider is selected for award of this Agreement by City Council; and

**WHEREAS**, the City Council, on this 20<sup>th</sup> day of June, 2017, approved this Agreement and authorized the City Manager to execute this Agreement.

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 Work as specifically defined in the Request for Bid, section D for green landscape maintenance services for parks. 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 Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$329,400**, and **SHALL NOT EXCEED** the sum of **\$329,400** over the life of the contract, and shall be earned on the following basis:

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

City of Goleta  
PW agreement with BrightView Landscape Services  
Page 1 of 12



Annual cost increases may be negotiated and become effective on the anniversary date of this Agreement. Such cost increases cannot exceed the annual Consumer Price Index (CPI) for all Urban Consumers for the preceding year, as determined by the U.S. Department of Labor Statistics for the Los Angeles-Anaheim-Riverside area.

**(b) Payment.** All payments shall be made within 30 days after 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 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 **Robert Morgenstern, Public Works Manager**.

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

Project Manager shall assign, in writing, Service Provider discrete small projects which shall in no event exceed \$30,000 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 City Project Manager, Service Provider must respond to provide at least an initial assessment of the project. 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 providers of landscape maintenance services during the term of this agreement on such occasions and in such circumstances as City shall determine are appropriate.

**Ability to Perform.** 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.** 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 as defined in Section D of the bid documents.

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

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

**Prevailing Wage.** 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 Service Provider to be familiar with the California Labor Code, and failure or neglect of Service Provider to understand the California Labor Code shall in no way relieve him from any obligations. If Service Provider subcontracts any services under this Agreement, Service Provider must still comply with this paragraph on behalf of the subcontractor.

**Safety Provisions.** 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.** 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 the Work.

**Immigration Act of 1986.** Service Provider warrants on behalf of itself and all subcontractors engaged for the performance of the 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.

**Service Provider Non-Discrimination.** In the performance of the 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 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 the 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 the 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, 2020**. The City may elect to extend the term of the agreement for a maximum number of two (2) 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.

## **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/SUBCONTRACTORS**

This Agreement is not assignable by Service Provider without the City's prior consent in writing. Service Provider may subcontract this Agreement only in accordance

with the procedures set forth in the Request for Bid or with the City's written consent.

**9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for Service Provider's Damages.** 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 Service Provider, to Service Provider's employees, to Service Provider's subcontractors, or to the owners of 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 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 Service Provider or of Service Provider's Service Providers/subcontractor, or the willful misconduct of Service Provider or Service Provider's 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 \$1,000,000 per occurrence and \$2,000,000 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 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 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 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 Service Provider to City shall be that of independent Contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. 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**

Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of 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, which ever 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 contract, 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, 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 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. 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, Inc.  
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.

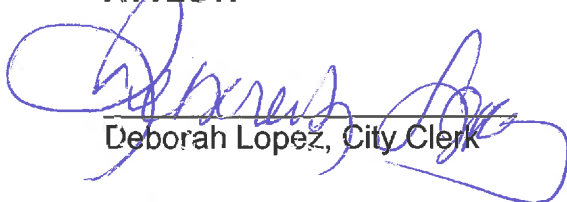
**CITY OF GOLETA**

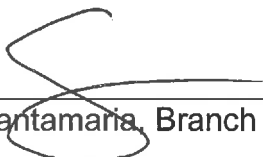
  
\_\_\_\_\_  
Michelle Greene, City Manager

**SERVICE PROVIDER**

  
\_\_\_\_\_  
Frank Annino, Regional Manager

**ATTEST:**

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

  
\_\_\_\_\_  
Greg Santamaria, Branch Manager

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Deputy City Attorney

**EXHIBIT A**  
**SCHEDULE OF FEES**

**CITY OF GOLETA**  
**Bid Schedule**  
**GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020**

**SUMMARY TOTAL - GREEN LANDSCAPE  
MAINTENANCE SERVICES FOR PARKS  
FY 2011-12**

	MONTHLY	ANNUAL
ANDAMAR	\$ 175	\$ 2100
ARMITOS PARK	\$ 155	\$ 1860
ARMSTRONG	\$ 155	\$ 1860
BELLA VISTA I & II	\$ 550	\$ 6600
EMERALD TERRACE	\$ 535	\$ 6420
EVERGREEN	\$ 950	\$ 10,200
GOLETA VALLEY LIBRARY	\$ 400	\$ 4800
MATHILDA	\$ 210	\$ 2520
NECTARINE	\$ 115	\$ 1380
SAN MIGUEL	\$ 300	\$ 3600
SANTA BARBARA SHORES - SMALL	\$ 195	\$ 2340
STOW GROVE PARK	\$ 3650	\$ 43,800
STOW HOUSE	\$ 630	\$ 7560
STOW TENNIS COURTS	\$ 425	\$ 5100
UNIVERSITY VILLAGE	\$ 450	\$ 5400
WINCHESTER I	\$ 245	\$ 2940
WINCHESTER II	\$ 110	\$ 1320
<b>TOTAL BID</b>	<b>\$</b>	<b>\$</b>

**TOTAL MONTHLY & ANNUAL BID AMOUNTS:** \$ 9,150/MO \$ 109,800/YR

**Total Monthly Bid Amount (in words):** nine thousand one hundred fifty

**Total Annual Bid Amount (in words):** one hundred nine thousand eight hundred

**NOTE:**

In the event of a discrepancy between the total numbers and the total amount in words, the total amount in words shall prevail.

In the event of a mathematical error resulting in a discrepancy between the total dollar amount stated and the actual total of the listed unit prices, the actual total will prevail.

BrightView Landscape Services Inc  
(Company Name of Bidder)

  
(Authorized Signature)

**AMENDMENT NO. 1  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

This **Amendment No. 1** to a GENERAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a California corporation ("Service Provider") dated June 20, 2017 ("Agreement", Agreement No. 2017-040) is made on this 5<sup>th</sup> day of November, 2020.

**RECITALS**

**WHEREAS**, this Agreement is for Green Landscape Maintenance Services for Parks; and

**WHEREAS**, the Agreement currently provides in Section 1 the complete and particular description of services as specifically defined in the Request for Bid, Section D for Green Landscape Maintenance Services for Parks; and

**WHEREAS**, the parties desire to amend Section 1 of the Agreement with a new Scope of Work as more completely and particularly set forth in the attached as Exhibit "B-1"; and

**WHEREAS**, the Agreement between City and Service Provider currently provides in Section 2 Subsection (a) for the total compensation amount not to exceed three hundred twenty-nine thousand four hundred dollars (\$329,400); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred nine thousand eight hundred dollars (\$109,800) for continued green landscape maintenance services; and

**WHEREAS**, the Agreement currently provides in Exhibit A entitled "Schedule of Fees" the monthly rates for Service Provider; and

**WHEREAS**, the parties desire to amend Exhibit A of the Agreement to identify the monthly rates, attached as Exhibit A-1; and

**WHEREAS**, the Agreement currently provides in Section 3 for Robert Morgenstern as the Project Manager; and

**WHEREAS**, the parties desire to amend Section 3 of the Agreement to identify the new project manager as George Thomson; and

**WHEREAS**, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2020; and

**WHEREAS**, the parties desire to retroactively amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council, on this 5<sup>th</sup> day of November, 2020, approved this Amendment and authorized the City Manager to execute the Agreement.

### **AMENDED TERMS**

**Now therefore** City and Service Provider retroactively agree that the Agreement be, and hereby is, retroactively amended as if it was approved on June 30, 2020, as follows:

1. **Section 1. RETENTION OF SERVICE PROVIDER** of the Agreement is amended to delete and replace in its entirety:

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform Green Landscape Maintenance Services for Parks, as requested, and attached herein as **Exhibit "B-1", Scope of Work**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. **Subsection (a) of Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of one hundred nine thousand eight hundred dollars (\$109,800) and to read in its entirety:

**(a) Maximum and Rate**. The total compensation payable to Service Provider, by City, for the services under this Agreement **SHALL NOT EXCEED** the sum of four hundred thirty-nine thousand two hundred dollars (\$439,200) (herein "not-to-exceed amount") and shall be earned as the work progresses.

**(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.

**(c) Services Previously Rendered.** It is understood and acknowledged by the parties hereto Service Provider has commenced the services described in this Agreement in anticipation of the full execution of this Agreement by the parties. City agrees to compensate Service Provider pursuant to the terms set forth in this Agreement for those previous services performed by Service Provider that City determines are wholly consistent with the services that are to be performed and provided by Service Provider under this Agreement.

3. **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, 2021, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

Service Provider shall not commence work on the services to be performed until (i) Service Provider furnishes proof of insurance as required by Section 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

4. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Schedule of Fees"** with **Exhibit A-1 "Schedule of Fees"** attached hereto and incorporated herein.

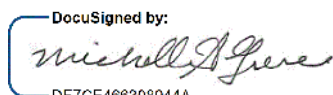
5. **Section 19. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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.

6. 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. 1 has been executed by the parties effective on the date and year first above written.

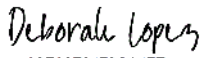
**CITY OF GOLETA**

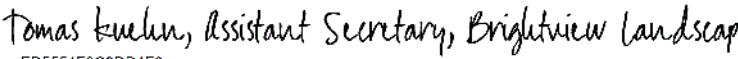
DocuSigned by:  
  
DE7CE466308944A...  
Michelle Greene, City Manager

**SERVICE PROVIDER**

DocuSigned by:  
  
014AADB2B8C646A...  
Scott Godfrey, Vice President

**ATTEST:**

DocuSigned by:  
  
A3E09F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
ED5551F9C0DD4F8...  
Tomas Kuehn, Assistant Secretary

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:  
  
A1BF8F896161498...  
Winnie Cai, Assistant City Attorney

**Exhibit A-1**  
**Schedule of Fees**



**CITY OF GOLETA**  
**Bid Schedule**  
**GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS**

<b>SUMMARY TOTAL - GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
ANDAMAR	\$ 175	\$ 2100
ARMITOS PARK	\$ 155	\$ 1860
ARMSTRONG	\$ 155	\$ 1860
BELLA VISTA I & II	\$ 550	\$ 6600
EMERALD TERRACE	\$ 535	\$ 6420
EVERGREEN	\$ 950	\$ 10,200
GOLETA VALLEY LIBRARY	\$ 400	\$ 4800
MATHILDA	\$ 210	\$ 2520
NECTARINE	\$ 115	\$ 1380
SAN MIGUEL	\$ 300	\$ 3600
SANTA BARBARA SHORES - SMALL	\$ 145	\$ 2340
STOW GROVE PARK	\$ 3650	\$ 43800
STOW HOUSE	\$ 630	\$ 7560
STOW TENNIS COURTS	\$ 425	\$ 5100
UNIVERSITY VILLAGE	\$ 450	\$ 5400
WINCHESTER I	\$ 245	\$ 2940
WINCHESTER II	\$ 110	\$ 1320
<b>TOTAL BID</b>	<b>\$</b>	<b>\$</b>

**TOTAL MONTHLY & ANNUAL BID AMOUNTS:** \$ 9,150/MO \$ 109,800/YR

**Total Monthly Bid Amount (in words):** nine thousand one hundred fifty

**Total Annual Bid Amount (in words):** one hundred nine thousand eight hundred

**NOTE:**

In the event of a discrepancy between the total numbers and the total amount in words, the total amount in words shall prevail.

In the event of a mathematical error resulting in a discrepancy between the total dollar amount stated and the actual total of the listed unit prices, the actual total will prevail.

BrightView Landscape Services Inc  
 (Company Name of Bidder)

[Signature]  
 (Authorized Signature)

**Exhibit B-1  
Scope of Work**

**CITY OF GOLETA****GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS****SECTION D - SPECIAL PROVISIONS****D1 – RESPONSIBILITIES OF THE CONTRACTS****1.1 Bid Item Specifications -**

**SCOPE OF WORK** - This specification establishes the standards for the green maintenance of the Parks and Open Spaces within the City of Goleta. This shall include but not be limited to mowing, tree maintenance, irrigation management, irrigation system maintenance, irrigation system repair, shrub 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 parks, natural open spaces, picnic areas, playgrounds and play courts.

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, pest 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 shall require adequate personnel and equipment to monitor and remove trash, litter and excessive debris. Generally these are holiday weekends such as the 4<sup>th</sup> of July. Included in these weekends, holidays and special events, but not limited to, are the following requirements:

Memorial Day Weekend  
July 4<sup>th</sup> Weekend  
Labor Day Weekend  
Christmas Day  
New Years Day

Contractor will provide an adequate crew to check the following sites for trash accumulation in trash cans and as litter or debris:

Stow Grove Park  
Stow Tennis Courts  
Evergreen Open Space  
Emerald Terrace Park  
San Miguel Park  
Andamar  
Bella Vista I & II  
Mathilda Park  
Nectarine Park  
Santa Barbara Shores Large & Small  
Lake Los Carneros

These facilities shall be checked on the afternoon of the Saturday of the 3 day weekend and on the afternoon of the Sunday of that same weekend. To minimize the accumulation of trash each of the above cited facilities will be prepared on the Fridays preceding the 3 day weekends and cleaned on the Tuesday following the weekend.

**1.2 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.

Name of authorized representative at the job site.

Address and telephone number where the above person can be reached 24 hours a day.

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.

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.

**1.3 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. This work plan is to be submitted on or before the end of the third week of the preceding month, and will include days /time locations and other pertinent details of the contractors planned operations.

**1.4 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.

**1.5 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 prior to installation.

**1.6 Routine Maintenance Checklist** The Contractor shall diligently accomplish the tasks set forth in the Annual Maintenance Schedule in Appendix A. Routine maintenance tasks shall be fulfilled in

the frequency indicated therein. Adherence to the schedule will be monitored, reviewed and verified each month.

**1.7 Tot Lot and Plan Area Maintenance Checklist** Tot lots shall be inspected twice weekly and maintained in accordance with the Section D2.6.

**1.8 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:  
 Shoes - Safety boots or shoes in good condition.  
 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.

**1.9 Traffic and Road Signs** All trees, shrubs, ground cover, etc. shall be kept trimmed to keep all signs clearly visible to traffic at all times.

**1.10 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.

**1.11 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 City's green management system, which is designed to eliminate the use of synthetic chemicals and to achieve the prime responsibility. Contractor will be responsible for pest control at all levels and will be expected to use organic and physical methods to achieve this goals. There will be no synthetic pesticides or urea based fertilizers 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.

**1.12 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.

**The City's Contract Manager:**

1. Shall decide any and all questions which may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
3. Shall refer any question or doubt relative to the true meaning of the specifications to the City Attorney, whose decision thereon shall be final;

4. Shall secure any separate contract required to accomplish the work and prevent loss or damage;
5. Shall provide control over all insurance and bonds;
6. Shall decide any and all questions which may arise as to:
  - a. The quality or acceptability of the materials furnished and the work performed.
  - b. The manner of performance.
  - c. The rate of performance.
  - d. The interpretation of the work specifications.
  - e. The acceptable fulfillment of the contract on the part of the Contractor;
7. Shall direct the inspection and administration of the work;
8. Shall have the authority to implement alternative action either by City forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions; and
9. Shall recommend and provide documentation regarding all claims and compensation.

**1.13 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.

**1.14 Payment** Line item bid quantities are estimates only for bidding purposes. Payment will be made based on the actual work performed as directed by the Contract Manager based on the unit rate bid for each activity. No separate payment will be made for compliance with the provisions of Section D. All costs involved with compliance of Section D shall be considered as included in the Contractor's unit prices bid for areas included in this contract. Payment is only for work completed in the billing period, usually monthly.

**1.15 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 bid items and no separate payment shall be allowed therefore.

**1.16 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.



## **D2 - GENERAL MAINTENANCE CARE AND PROCEDURES**

**2.1 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.

**2.2 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.

**2.3 Ongoing Maintenance Requirements** The Contractor shall:

- a. Weekly perform a maintenance inspection during daylight hours of all facilities 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. Monthly meet 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.

**2.4 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. 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.

**2.5 Plant Material Replacement** It shall be the Contractor's responsibility to maintain all plant materials in a satisfactory manner and to replace dead or severely damaged plant materials of equal size and quality. 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.

## **2.6 Walkways And Play Area Clean-Up (Tot Lots)**

### **TOT-LOTS**

All sand filled play areas (Tot Lots) and other play equipment safety surfaces in parks shall be raked, swept or blown twice weekly (Monday and Friday) and cleaned in such a manner as to remove broken pieces of glass, nails, other harmful debris and litter. Raking shall redistribute sand pushed away from swings or slides as is common in these areas. Report any problems to the City immediately.

### **WALKWAYS**

All walkways, concrete or asphalt, shall be kept clean at all times; in addition to the washing off as noted below, they shall be swept, 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 daily. 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 traffic flow, it shall be rescheduled to a more convenient time.

**2.7 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 underground park area drainage devices shall be routinely inspected and cleaned of all foreign matter to maintain their function prior to the onset of winter and on an as needed basis.

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.

**2.8. Park Facilities** All park facilities shall be maintained in accordance with the standards included herein.

### **GENERAL**

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



**PARKING LOTS**

Parking lots exist at Stow House, Stow Grove Park, Goleta Library and Santa Barbara Shores (Ellwood). These areas shall be policed 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 bid. In general parking lots are maintained as walkways.

**TENNIS COURTS**

Tennis courts shall be cleaned weekly. The use of a blower is preferred to washing. The courts shall be hosed off in place of sweeping or blowing only when the City directs such action

**PICNIC RESERVATION AREA**

Picnic reservation areas shall be maintained as walkways. There are three such areas located at Stow Grove Park. The City will provide timely pressure washing as needed. Contractor shall keep these areas raked on a weekly basis and trash from events will be removed as needed. Contractor shall notify the City if a group leaves the reservation areas in an exceptionally trashy condition.

**BARBEQUE PITS**

Where barbeque pits exist inspect and clean by disposing of the ash waste as needed. Do not dispose of hot coals. Report any damaged units to the City as soon as possible.

**RESTROOMS**

Restroom maintenance is not a part of this maintenance contract.

**DRINKING FOUNTAINS**

Drinking fountains shall be inspected twice weekly and kept clean at all times. Should a drinking fountain discontinue working, notify the City. The City shall make the necessary repairs to the fountains.

**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 park facilities 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 disposed of off-site into recycling facilities the same day the debris is accumulated.

**DECOMPOSED GRANITE OR SAND AREAS**

These areas shall be checked monthly for proper level (fill) of materials to match existing. Make-up material shall be furnished and placed upon written authorization of the engineer at no cost to the Contractor.

**2.9 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.

**2.10 Landscape Lighting Facilities** The landscape lighting maintenance work is not a part of this contract.

## **2.11 Weed Control**

**a. Requirements** The City is committed to a Green system of maintaining weed control in the parks and open spaces without the use of pesticides.

The use of any chemicals for weed control in any of the parks or open spaces shall not be allowed. The unauthorized use of any pesticides shall result in a penalty in the amount of \$1000 per location per occurrence.

Weeds may be controlled by hand pulling, mechanical removal or mowing. 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 Parkways** All open parkways in the contract area shall be kept free from weeds (areas where there are not existing landscape improvements).

## **2.12 Safety and Traffic Control**

**a. Requirement** Contractor shall be responsible at all times during work in City streets for the safety of work crews and the traveling public.

**b. Traffic Control/Lane Closures** Contractor shall submit the following detailed plans for approval by the Public Works Director:

1. Work schedule per section 1.3b above; and

2. Proposed lane/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 Sheriffs Department** 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.

### ~~D3 - RODENT CONTROL~~

~~**3.1 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.~~

~~**3.2 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 bid items and no separate payment shall be made therein.~~

~~**3.3 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.~~

### D4 - INSECT, DISEASE AND RODENT PEST CONTROL

**4.1 Inspection And Control Measures Requirements** The City is committed to Green management system of maintaining pest control in the parks and open spaces without the use of pesticides.

The use of any chemicals for pest control in any of the parks or open spaces 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 parks and open spaces. Contractor shall notify the City of any rodent infestation that impacts structures, including but not limited to the Lake Los Carneros Dam. 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.

### D5 - LAWN CARE

**5.1 General** Lawns shall be maintained in the healthiest growing condition possible.

**5.2 Mowing** Prior to mowing, all trash, debris and foreign materials shall be removed from lawn areas. All turf areas should be cut at regular intervals, a minimum of once every 7 days. The turf shall never be cut more than 1/3 off the top growth or approximately 1-inch at any one mowing. Contractor shall mow the turf areas at a frequency of no less than once a week to a height that ensures proper turf health. At no time will turf height exceed 2-1/2 inches. Clippings must be mulched into the lawn. Any facility with a partially irrigated lawn and an adjacent non-irrigated lawn area will be kept evenly mowed.

The cutting edge of all mowers shall be kept sharp. Torn grass blades have a brown "haze" appearance, which is not acceptable. Brushing or rough cutting of grass shall not be permitted except as noted. Avoid scalping except during lawn area renovations.

## ***Mowing Heights***

Grass Type	Mowing Height	
	Min.	Max.
Warm Season	¾"	1"
Cool Season	1½"	2½"

**5.3. Failing Lawn Areas** Labor and materials shall be provided by the Contractor to reseed or re-sod failing lawn areas upon discovery of failure. Lawn seed for reseeding shall match existing lawn mixture. The Contractor is responsible for restoring all failed lawn areas to original grade.

**5.4 Trimming** All edges shall be trimmed with each mowing (same day as mowing) and as necessary. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas.

The trimming shall be done by vertical knife power edger or by hand, but in no case will soil sterilants or other types of herbicides be permitted for use in edging. "Weed Eaters" or similar equipment shall not be used for lawn edging. Clear space around trees shall be 8-inches from the base of the tree. No herbicide is to be used to trim around the trees or walls. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be promptly reported to the City and repairs promptly made at the Contractor's expense.

**5.5. Equipment Cleaning and Condition** To help prevent contamination of turf areas, and to maintain a neat and clean appearance, the Contractor shall thoroughly clean equipment that was used at another site prior to mowing or edging any areas on site.

**5.6 Clipping Disposal** Clippings shall be mulched into turf areas and not disposed of off-site by use of self mulching mowers. Curbs, gutters, sidewalks, etc., shall be cleaned after each trimming by sweeping and containment or other approved methods. Sidewalks shall be washed-down only when the City directs such action. All clippings must be disposed of in recycling systems at the local landfill or an approved composting facility.

**5.7 Watering Turf** Water shall be applied as needed (as weather conditions require) to maintain proper growth and replenish soil moisture within the root zone. All applications of water shall be between the hours of 10:00 p.m. and 6:00 a.m., as a water conservation measure. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Contractor's responsibility to apply the water evenly. In the event of automatic irrigation disruption, the Contractor shall hand water lawn and ground cover areas at a minimum of twice per week in the winter and four times per week in the summer. Water run-off across pavement surfaces and into gutters shall be avoided.

**5.8 Fertilization** Lawns shall be fertilized at least three (3) times a year. Non-irrigated turf areas shall not be fertilized as a part of this contract. Applications shall be of an organic fertilizer in January, May, September at the rate of 1 pounds per 1,000 square feet.

The City may from time-to-time, adjust or change the fertilization specifications contained herein as a result of consultation with Contractor or recommendations of a horticultural soils and plant laboratory report for each site.

All fertilization shall be included with the landscape maintenance of each area. The Contractor shall supply and transport all required fertilizers as a part of his/her contract costs.

No synthetic fertilizers will be permitted in any parks. These sites will be fertilized with an organic fertilizer with each aeration where irrigation exists. Organic fertilizers from sources such as bat guano, chicken manure and worm castings with a guaranteed analysis ratio of 2-1-1 applied at manufacturers recommended rates.

**5.9 Aeration** All lawn (turf areas with irrigation) areas shall be aerated during the months of May and January by removing 1/2-inch diameter by 3-inch deep cores at not more than 6-inch spacing with an aerator machine. Cores shall be removed in an approved manner after completion of aeration. In addition, the tops of all mounds and localized compacted dry spots shall again be aerated as necessary. All damaged areas larger than 4-inches X 4-inches shall be seeded on an as-needed basis, at no additional cost to the City.

**5.10 Dethatching** All turf areas shall be dethatched in September. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine. All thatch and debris shall be immediately (by end of the working day) removed upon completion. Excessive turf buildup shall be removed during dethatching. Denuded areas shall be reseeded per Section 5.3.

Along curbs and walks, dethatch to 1-inch below top of curb or walk. Where this is not considered possible, as determined by the City, dethatching will be allowed up to, but no higher than, 1-inch above curb or walk. Uniformly taper grade from edge of curb or walk to daylight to existing grade at 3 feet perpendicular to curb or walk.

**5.11 Weed Control** The City is committed to a Green management system of maintaining weed control in turf without the use of pesticides.

The use of any chemicals for weed control in turf at any of the parks or open spaces shall not be allowed.

**5.12 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 lawn 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.

Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be disposed of off-site the same day the landscape debris is accumulated. Green waste shall be shredded and composted at the direction of the City to reduce waste to the land fill.

Trash cans shall be emptied twice weekly (Mondays and Fridays) or more frequently if full. Trash shall be emptied whenever cans are more than half full. Trash can liners shall be maintained by the contractor and no trash can shall be without a trash bag. Clean all trash cans as needed.

## **D6 - WEED ABATEMENT, DOWNED TREE AND GRAFFITI**

- a. Weed Abatement is not a part of this contract.
- b. Any downed tree, broken limb or debris blocking or hindering public use shall be cleared.



- c. Graffiti anywhere in the open spaces shall be reported to the City immediately.

## **D7 - GROUND COVER CARE**

**7.1 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.

**7.2 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.

**7.3 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.

**7.4 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 a organic fertilizer with an analysis of 2-1-1, at the rate of 1 pounds per 1,000 square feet. No synthetic fertilizers are permitted in parks. Fertilization in all parks shall be an organic fertilizer. Organic fertilizers from sources such as bat guano applied at manufacturers recommended rates.

**7.5 Annual Color Replacement** Annual color replacement is not a part of this maintenance contract.

**7.6 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 in any of the parks or open spaces 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.

## **7.7 Insect, Disease and Pest Control**

- a. The City is committed to Green management system of maintaining pest control in the parks and open spaces without the use of pesticides. The use of any chemicals for pest control in ground cover shall not be allowed.
- b. Important alternative snail control to baits can be found at the University of California's Integrated Pest Management web site:

<http://www.ipm.ucdavis.edu/PMG/PESTNOTES/pn7427.html>.

- c. At no time shall snail bait in any form be used at “**Green Parks.**”

**7.8 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.

## **D8 - TREE CARE**

**8.1 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.

**8.2 Tree Trimming for Clearance** Once per week Contractor shall inspect all street trees adjacent to contract areas for limbs which impede sight distance or truck 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.

**8.3 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.

**8.4 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 restaking 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.

**8.5 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.

## **D9 - SHRUB AND VINE CARE**

**9.1 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.

**9.2 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.

**9.3 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.

**9.4 Rodent Control** For Rodent control refer to Section D3.

**9.5 Weed Control** For weed control refer to Section D7 (7.6)

**9.6 Plant Replacement** Refer to Sections D8 (8.5).

**9.7 Fertilization** Shrubs located in ground cover areas shall not require additional fertilizing. See Section D7 (7.4) for fertilization application in ground cover areas. Shrubs and vines not located in ground cover areas shall be fertilized per Section 7.4.

**9.8 Watering** Watering shall be done in accordance with Section D7 (7.3). Contractor shall maintain a watering basin around all shrubs and vines on slope areas to assure adequate water penetration.

**9.9 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 or off-site the same day the landscape debris is accumulated.



## **D10 - IRRIGATION SYSTEMS CARE**

**10.1 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.

**10.2 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.

**10.3 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.

**10.4 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.

**10.5 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, July 1, 2017. 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.

**10.6 Coverage/Application** Generally, watering shall be done at night, between the hours of 11 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.

**10.7 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.

**10.8 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 siltration 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.

**10.9 Grass And Ground Cover Trimming** Grass 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.

**10.10 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.

**10.11 Payment** No separate payment will be made for compliance with the provisions of Section D10 (Irrigation Systems Care). All costs involved with compliance of Section D10 shall be considered as included in the individual unit prices bid for this project.

## **D11 - GRAFFITI REMOVAL**

**11.1 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.

## **D12 - MONTHLY MAINTENANCE REVIEW AND PAYMENT**

**12.1 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).

**12.2 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 bid 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.

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## **GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020**

### **APPENDIX A – INSPECTION/MAINTENANCE CHECKLIST**

## Appendix A

### GREEN LANDSCAPE MAINTENANCE FOR PARKS INSPECTION/MAINTENANCE SCHEDULE

Item	Inspection Schedule	Maintenance Schedule
Aeration (turf areas)	Twice annually	May & January
BBQ's	Daily	As needed
Benches (furnishings)	Weekly	Clean weekly
Decomposed Granite & sand areas (fill levels)	Monthly	Fill/level as needed
Dethatching (turf areas)	Annually	Annually
Drainage & drainage structures	Weekly	Weekly clean
Drinking fountains	Twice weekly	Clean as needed
Fencing	Daily	Report to manager
Fertilization (turf)	N/A	3 times per year
Parking lot	Weekly	Cleaned weekly
Ground cover	Weekly	Weekly weeding
Picnic areas	Daily	As needed
Rodent control	Daily	Trap as needed
Tennis Courts	Weekly	Cleaned weekly
Shrub beds	Weekly	Weekly weeding
Tot Lot	Twice weekly	Twice weekly – Raked or blown
Trash cans	Twice weekly	Emptied twice weekly
Trash/litter patrol	Daily	Daily cleanup
Walkway	Daily	Weekly cleaning
Trees	Daily	As needed
Turf	Weekly	Mow weekly
Weeding (paved areas, parkways, etc.)	Weekly	Weekly pulling

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## **GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020**

### **APPENDIX B - PROJECT LIMIT MAPS**





City of Goleta  
Green Landscape Maintenance





Legend

Armitos Park

FSHA

100 Feet

50

25

0

City of Goleta  
Green Landscape Maintenance  
Armitos Park







Legend

	Armstrong Park
	ESHA



City of Goleta  
Green Landscape Maintenance  
Armstrong Park





Legend

 Bella Vista Park

 ESUA

0 55 110 220 Feet

City of Goleta  
Green Landscape Maintenance  
Bella Vista Park







Legend

Emerald Terrace

120 Feet

60

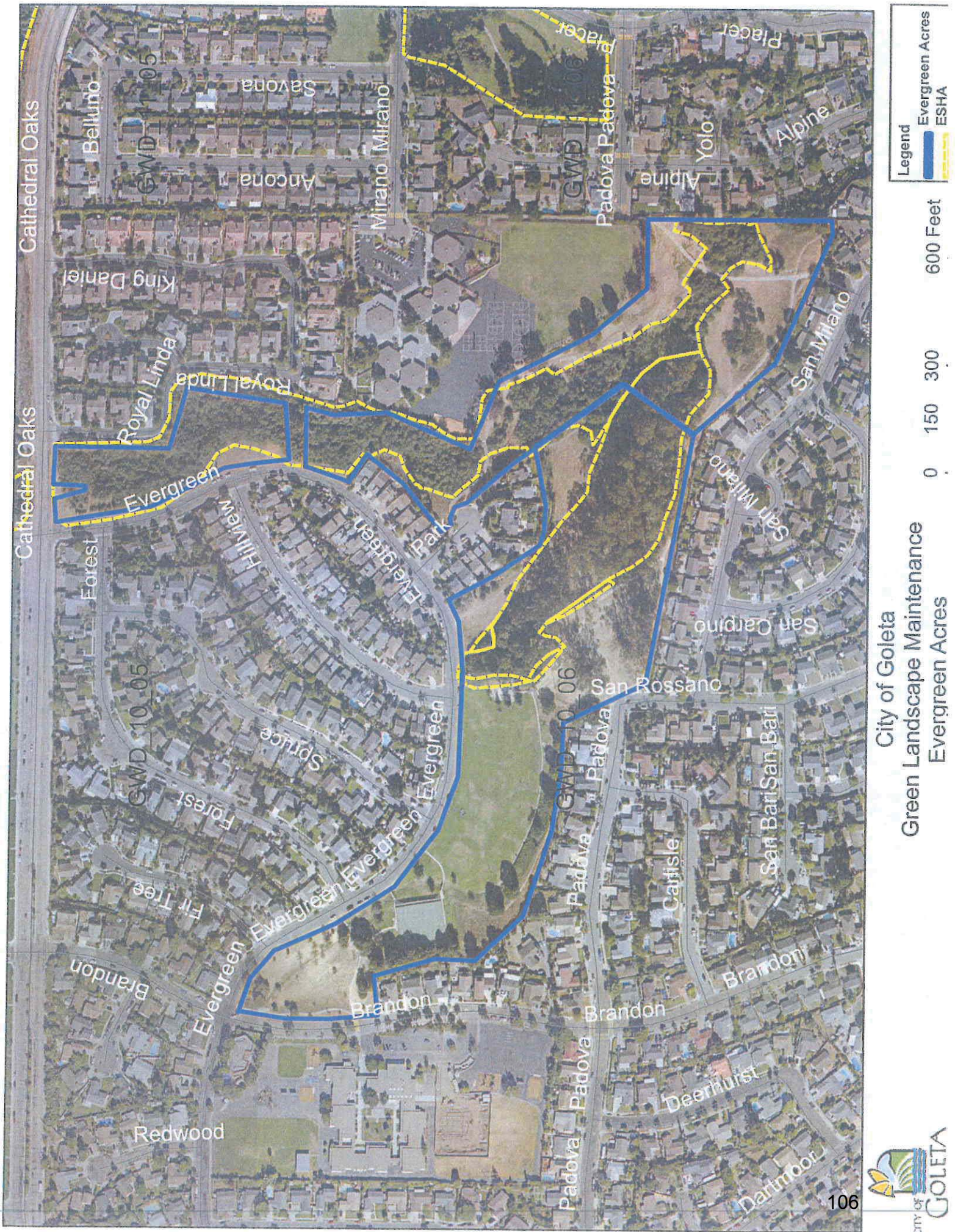
30

0

City of Goleta  
Green Landscape Maintenance  
Emerald Terrace Tennis Courts











Legend

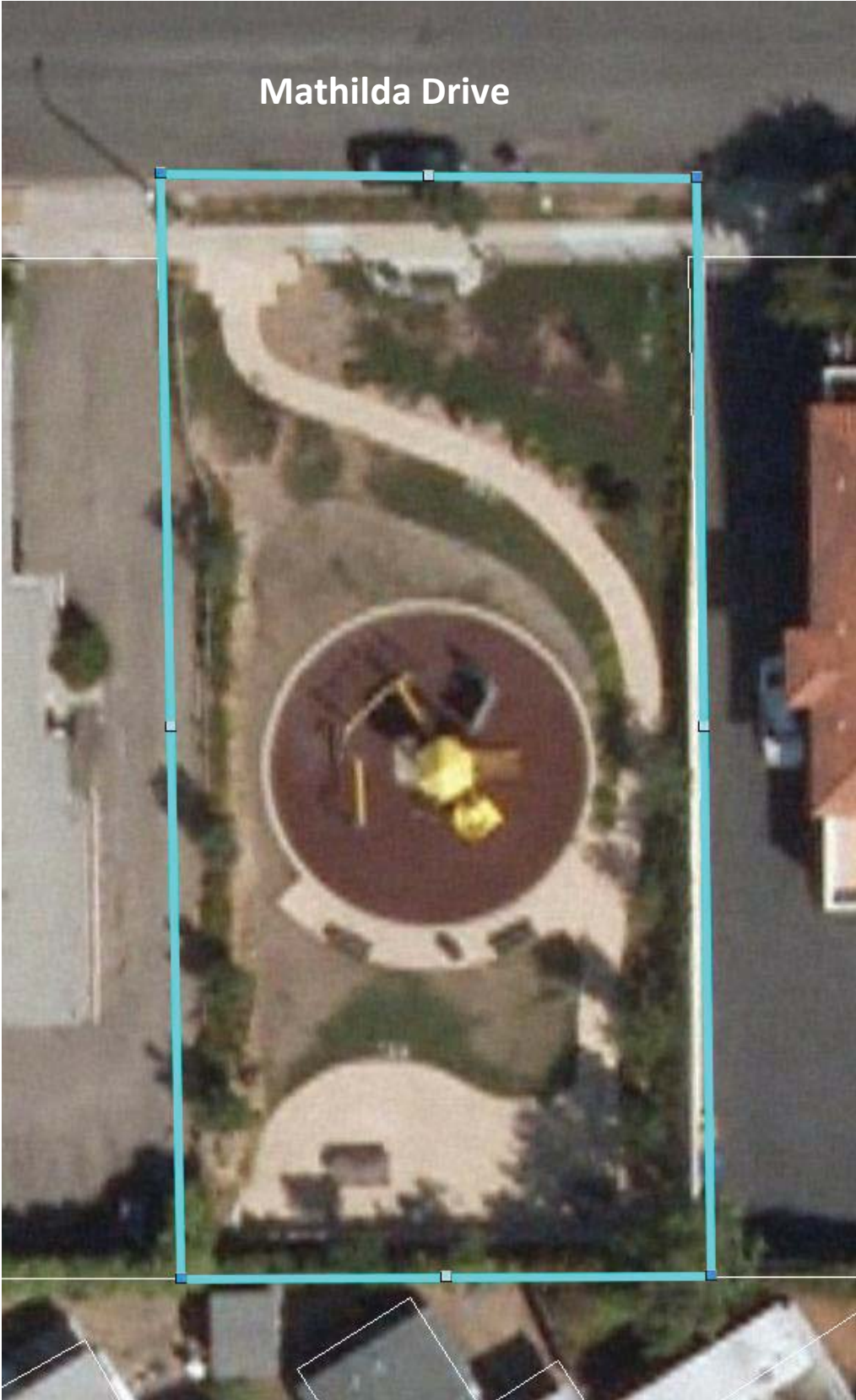
— Goleta Valley Library



City of Goleta  
Green Landscape Maintenance  
Goleta Valley Library







Legend

Mathilda Park

City of Goleta  
Green Landscape Maintenance  
Mathilda Park







Legend

	Nectarine Park
	ESHA

0 5 10 20 Feet  
.....

City of Goleta  
Green Landscape Maintenance  
Nectarine Park







City of Goleta  
Green Landscape Maintenance  
San Miguel Park

Legend

San Miguel Park  
ESHA





Legend

	Santa Barbara Shores
	ESHA

0 20 40 80 Feet

City of Goleta  
Green Landscape Maintenance  
Santa Barbara Shores







Legend

Stow Tennis Courts



City of Goleta  
Green Landscape Maintenance  
Stow Tennis Courts





Legend

- Stow Grove
- ESHA



City of Goleta  
Green Landscape Maintenance  
Stow Grove







Legend

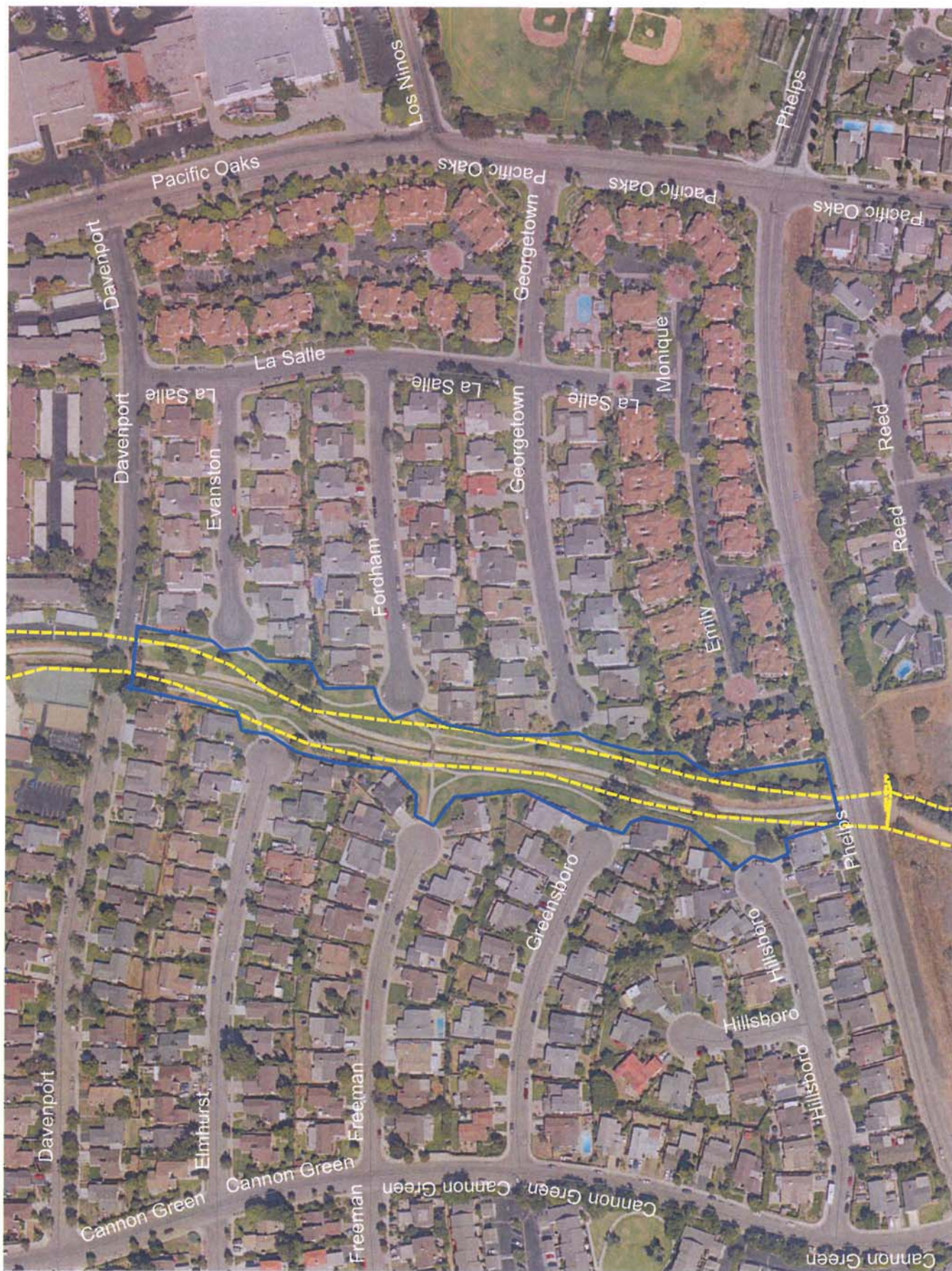
Stow House



City of Goleta  
Green Landscape Maintenance  
Stow House







City of Goleta  
Green Landscape Maintenance  
University Village



Legend	
	University Village
	ESHA





Legend

Winchester I Park
ESHA



City of Goleta  
Green Landscape Maintenance  
Winchester I Park





Calle Real

Calle Real



0 10 20 40 Feet

City of Goleta  
Green Landscape Maintenance  
Winchester II Park



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## **GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020**

### **APPENDIX C - PARKS INVENTORY**

GREEN PARKS INVENTORY  
Updated 4-21-14

<u>PARK NAME</u>	<u>APN BOOK/PAGE</u>	<u>LOCATION</u>	<u>ACRES</u>	<u>FEATURES</u>
Andamar – (1)	69-362-01  69-463-03	5600 blk. Cathedral Oaks, to 600 blk. Dara Dr., to 600 blk. Andamar	2.45	1.0 acre of lawn; play equipment; 1 picnic table; irrigation controller, <b>1 trash can</b>
Armitos Park		East end of Armitos Avenue @ San Jose Creek	1.6	0.5 Acre lawn, playequipment, 3 benches, <b>3 trash cans, 1 dog station</b>
Armstrong – (2)	73-195-23	7200 blk. Hollister Ave, to Pacific Oaks Rd to end of 7200 blk. Armstrong & right.	0.48	0.2 acre of lawn; swing set; 1 toddler picnic table; 1 picnic table; 2 benches; irrigation controller, <b>1 trash can</b>
Bella Vista I/II – (3)	77-351-01	7300 blk. Cathedral Oaks, to 200 blk. Placer Dr, to 100 blk. Placer Dr.	4.35	2.87 acre lawn; a play ground; 2 foot bridges; 8 picnic tables; a concrete walkway; 1 bench; irrigation controller, <b>3 trash cans, 2 dog stations</b>
Emerald Terrace Tennis Courts – (7)	69-322-11  69-413-10	5700 blk. Cathedral Oaks, to 600 blk. Arundel Rd, to between 470 & 454 blk. of Arundel Rd.	4.2	1.49 acre lawn; 2 tennis courts-HC accessible ; swings; 2 picnic tables; 4 benches; 1 drinking fountain; irrigation controller, <b>3 trash cans, 2 dog stations</b>
Evergreen Acres – (8)	79-120-91, 92, 93	Calle Real, to 100 blk. Brandon, to 7500 blk. Evergreen Dr.	28.72	3.47 acre lawn; 2 tennis courts; 1 bench; 3 foot bridges; playing field; a softball backstop; concrete walkways; play ground; 2 picnic tables; 1 portable restroom; 2 drinking fountains; 18 hole disc golf course; irrigation controller, <b>3 trash, 2 Dog stations</b>

GREEN PARKS INVENTORY  
Updated 4-21-14

<u>PARK NAME</u>	<u>APN</u> <u>BOOK/PAGE</u>	<u>LOCATION</u>	<u>ACRES</u>	<u>FEATURES</u>
Goleta Valley Library	069-090-056	500 N. Fairview Avenue		22,000 sq. ft. parking lot, 4,650 sq. ft of planters, irrigation & controller, 4,061 sq ft lawn.
Mathilda – (13)	79-554-07	311 Mathilda Drive	.16 acres	Play equipment, 2 picnic tables, 3 benches, irrigated lawn, <b>4 trashcans, 1 dog station</b>
Nectarine – (14)	71-061-23	5800 blk. Hollister Ave, to 100 blk. Nectarine Ave.	0.14	A sandlot w/play equipment & 3 benches, <b>1 trash can, 4 trees hand watered</b>
San Miguel – (17)	79-570-46	7700 blk. Calle Real, to 7900 Winchester Canyon, to Winchester Dr, to 7900 blk. Rio Vista Dr, to end of Rio Vista Dr.	5.4	0.52 acre lawn; playground; 2 picnic tables; drinking fountain; foot bridge; irrigation controller, <b>1 trash can , 1 dog station</b>
	79-600-60, 61			
St. Barbara Shores (small) – (18)	79-321-01	7500 blk. Hollister Ave, to 200 blk. Santa Barbara Shores, to 300 blk. Santa Barbara Shores Dr.	7.64	0.15 acre lawn; playground; 1 picnic table; irrigation controller, <b>1 trash can, 1 dog station</b>
	79-322-01 79-332-14			
Stow Grove Park - (25) Features	77-160-009	580 La Patera Ln., Goleta, 93117	11.06	Day use park; 3 Reservation Group Areas, [All provide electricity and water]; #1- 210 persons w/ 1 Double large BBQ pit, 3 serving tables, 24 dining tables; #2- 75 persons w/ 1 Single large BBQ pit, 2 serving tables, 9 dining tables; #3- 50 persons w/ 1 Single large BBQ pit, 2 serving tables, 8 dining tables;

GREEN PARKS INVENTORY  
Updated 4-21-14

<u>PARK NAME</u>	<u>APN BOOK/PAGE</u>	<u>LOCATION</u>	<u>ACRES</u>	<u>FEATURES</u>
Stow Grove Park – Cont'd		Single picnic tables with sm. BBQ –14; Single picnic tables-3; Kiddy picnic tables-7; Double Picnic tables with double BBQ-2; Play Areas- 1 Large, 1 small , 1 separate Kiddy swing area; Benches-11; Drinking Fountains-8; Bike Racks-2; Single trash cans-54, Large Trash Bins-2, Recycle Bins-11; Vending Machine-1		Horseshoe Pits-2; Volleyball Courts-2; Softball/Soccer Field-1; Ranger Cottage/Garage; Maintenance Shed/ Office; Restroom -1 Building, 1 Porta-potty. <b>54 trash cans, 7 recycle cans, 3 dog stations</b>
Stow House	77-160-58	6500 Cathedral Oaks, to 300 Los Carneros	4.92	0.45 acre lawn, Stow House Museum & Goleta Depot Railroad Museum, <b>4 trash cans, 1 dog station</b>
Stow Tennis Courts – (21)	77-331-17	5900 blk. Cathedral Oaks, to 400 blk. Fairview, to 6000 blk. Stow Cyn, to 6200 blk. Stow Cyn.	2.68	1.74 acre lawn; 2 tennis courts; 1 bench; irrigation controller; parallels San Pedro Creek, <b>3 trash cans, 2 dog stations, 1 recycle can</b>
University Village – (22)	73-230-49 73-240-58 73-260-21, 56	7200 blk. Hollister Ave, to Pacific Oaks Rd. to 7100 blk. Right on Georgetown	5.29	1.74 acre lawn; irrigation controller, <b>2 trash cans, 1 dog station</b>
Winchester I – (23)	79-371-05	7500 blk. Calle Real, to 7600 blk. Calle Real	7.02	0.20 acre lawn, swing set; play field; 2 benches; irrigation controller, <b>1 trash can, 1 dog station</b>
	79-383-13			
Winchester II – (24)	79-341-09 79-344-14	700 blk. Calle Real	2.71	0.7 acre lawn, swing set; softball backstop; play field; 2 picnic tables; irrigation controller