



CITY OF GOLETA

REQUEST FOR PROPOSALS

**Custodial Services at Goleta
Library and City Hall**

Date Issued: August 10, 2017

**PROPOSALS DUE: August 24, 2017 by
5:00pm**

Issued By:

City of Goleta

City Manager's Department

Department Contact: Dana Grossi, Management

Analyst dgrossi@cityofgoleta.org

Phone: (805) 562-5507

SERVICES REQUESTED: Custodial Services at Goleta Library and City Hall

AGENCY NAME & ADDRESS:

City of Goleta, 130 Cremona Drive, Suite B, Goleta, CA 93117

CONTACT PERSON & PHONE NUMBER:

Dana Grossi, Management Analyst, City of Goleta

City Manager's Dept.

dgrossi@cityofgoleta.org

Phone: (805) 562-5507

DESCRIPTION OF SERVICES:

The City of Goleta requests proposals from qualified firms to provide custodial services as described herein, at the following two locations:

Goleta City Hall
130 Cremona Drive, Suite B
Goleta, CA 93117

Goleta Library
500 N Fairview Ave
Goleta, CA 93117

This RFP provides a description of the needed services and outlines the requirements for submitting proposals.

Custodial Services at Goleta City Hall

The City leases Suite B at 130 Cremona Drive, which includes two floors of office space. Interested vendors are welcome to schedule a tour of the office area. Please contact Dana Grossi at (805) 562-5507 or dgrossi@cityofgoleta.org for scheduling.

Custodial services are needed 3 nights per week at this location. The following is a listing of needed tasks and the frequency in which these tasks need to be performed:

Regular Services: General, Private Offices, Lobby, Conference Rooms, and Council Chambers	
1. Empty wastebaskets and insert liners	3x/week
2. Empty all recycling bins	3x/week
3. Dust all exposed furniture including desks, chairs, tables	Weekly
4. Dust all exposed filing cabinets, bookcases, and shelves	Weekly
5. Dust all telephones	Weekly
6. Clean and sanitize telephones	Monthly
7. Clean and sanitize fountains and water coolers	Weekly
8. Low dust on all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.	Weekly
9. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges	Weekly
10. Spot clean desk tops	3x/week
11. Spot clean reception lobby glass including front door and any other partition or door glass	3x/week
12. Clean entire interior glass in partitions and doors	As directed
13. Spot clean interior partition glass	Weekly
14. Dust venetian blinds	As directed
15. Remove dust and cobwebs from ceiling areas	Monthly
16. Dustmop resilient and hard floors or vacuum carpeted floors in traffic lanes only	3x/week
17. Damp mop resilient and hard floors or vacuum carpeted floors in their entirety	Weekly
18. Spot clean spills and stains on carpeted and resilient floors	As directed
19. Remove recycling from designated areas	3x/week
20. Vacuum furniture	As directed
Regular Services: Restrooms	
1. Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, hand basins	3x/week
2. Clean all glass and mirrors	3x/week
3. Empty all containers and disposals, insert liners and required, spot clean and sanitize containers	3x/week
4. Empty and sanitize interior of sanitary containers	3x/week
5. Spot clean all doors and partitions	3x/week

6. Refill all dispensers to normal limits – napkins, soap, tissue, towel, liners, seat holders, cups (supplies to be provided by vendor)	3x/week
7. Low dust all horizontal surfaces below 36” including sills, moldings, ledges, shelves, frames, ducts, heating outlets	3x/week
8. High dust above hand height all horizontal surfaces including shelves, ledges, moldings	Weekly
9. Sweep, damp mop, and sanitize hard floor	3x/week
10. Scrub and wax restroom tile	As directed
11. Strip, seal, and wax restroom tile	As directed
Regular Services: Kitchenette	
1. Clean and sanitize refrigerator exterior	Weekly
2. Clean and sanitize refrigerator interior	As directed
3. Wet wipe microwave ovens	Weekly
4. Empty all trash containers. Spot clean exterior of containers	3x/week
5. Clean and sanitize water cooler	3x/week
6. Low dust (below 36”) and high dust (above 72”) all horizontal surfaces	Weekly
7. Dust mop resilient and hard floors	3x/week
8. Damp mop resilient and hard floors	3x/week
Floors: Resilient and Hard	
1. Spot and damp mop	3x/week
2. Scrub and wax hard floors and/or tile	As directed
3. Strip, seal and wax hard floors	As directed
4. Shower scrub resilient and/or hard floors	As directed
5. Shower scrub and acid wash ceramic tile	As directed
Floors: Carpet	
1. Vacuum open areas	3x/week
2. Vacuum entire carpet areas	Weekly
3. Inspect and remove small spots	As directed
4. Hot water extraction of carpets	As directed
5. Carpet cleaning	As directed
Windows	
1. Clean outside	As directed
2. Clean inside	As directed
3. Clean interior glass in partitions and doors in their entirety	As directed
General: Other	
1. Notify building contact of any irregularities (e.g. defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies)	Daily
2. Turn off all lights except those to be left on, close windows and lock all doors, report evacuation of building to security organization	Daily
3. Conduct customer service visits	As directed
4. Conduct formal customer review	Annually

Custodial Services at Goleta Library

The City of Goleta owns its library building at 500 N Fairview Ave and needs a vendor to provide custodial services 7 days per week at this location, with an average of 6 hours/day onsite between the hours of 6:00a.m. – 12:00p.m. Custodial staff need to be present at the library during these times to respond to any custodial issues and emergencies that may arise, in addition to performing routine tasks. The Goleta Library is heavily used and on any given day receives traffic ranging from 700-1200 persons. Below is a comprehensive list of tasks needed to be performed on a weekly basis at the library. Please contact Dana Grossi at (805) 562-5507 or dgrossi@cityofgoleta.org to schedule a tour of the facility.

The below tasks will be performed Tuesdays through Saturdays at the library:

Restrooms (Public, Staff and Children's)

- Completely restock all paper supplies (*all supplies to be provided by vendor)
- Restock hand soap
- High Dusting
- Sweep & mop flooring
- Completely clean & sanitize toilets, urinals
- Clean and sanitize all doors
- Wipe all restroom fixtures & mirrors
- Empty & remove trash
- Spot clean walls, doors & light switches
- Remove cob webs
- Set up and take down for events
- Assists with decorating

Offices / Conference Room

- Empty & remove trash/recycle
- Remove cob webs
- Spot clean walls, doors & light switches
- Spot Clean and wipe down furniture
- Spot clean glass and windows
- Vacuum carpets

Lobby & Reception Areas / Front Desk

- Empty & remove trash/recycle
- Dusting low and high
- Sweep & Mop flooring
- Spot clean walls
- Dust and wipe down all tables and front desk
- Clean glass on all entry / exit doors
- Remove cob webs
- Vacuum all carpets

Gallery

- High Low dusting
- Empty trash and recycling
- Sweep and mop floors

Wipe down and spot clean furniture
Furniture set up and take down

Hallways

Remove all cobwebs
Sweep and mop all flooring
Spot clean doors, walls and light switches

Patio Areas

Sweep and hose down patio areas
Clean glass on patio doors
Pick up trash throughout patio area
Empty Trashcans

Weekly Duties:

Clean all desks throughout Library

Monthly Duties:

Inspect and spot clean all chairs
Wash all trash and recycling cans

The below tasks will be performed Sundays and Mondays at the library:

Restrooms (Public, Staff and Children's)

Completely restock all paper supplies
Restock hand soap
Sweep & mop flooring
Completely clean & sanitize toilets, urinals
Wipe all restroom fixtures & mirrors
Empty & remove trash
Spot clean walls, doors & light switches
Remove cob webs

Offices / Conference Room

Empty & remove trash/recycle
Remove cob webs
Spot clean walls, doors & light switches
Vacuum carpets

Lobby & Reception Areas / Front Desk

Empty & remove trash/recycle
Sweep & Mop flooring
Spot clean walls
Dust and wipe down all tables and front desk
Clean glass on all entry / exit doors
Remove cob webs
Vacuum all carpets

Hallways

Sweep and mop all flooring
Spot clean doors, walls and light switches

Remove all cobwebs

Patio Areas

Sweep and hose down patio areas
Clean glass on patio doors
Pick up trash throughout patio area
Empty Trashcans

CONTENTS OF PROPOSAL

1. **General Information:** In general, proposals should include at a minimum the following information in a sectionalized format:
 - a. **Proposal Summary:** This introduction should include your understanding of the scope of services, identification of key responsibilities, and identification of subcontractors or other members of your vendor team.
 - b. **Personnel and Project Management:** Identify key personnel and subcontractors, if any, and specify their responsibilities. If the contract manager and project manager are separate individuals, identify and explain roles and responsibilities. Once the contract is awarded, neither the project manager nor any of the other key personnel identified in your proposal may be reassigned or replaced without prior written approval by the City staff.
 - c. **Qualifications and Experience:** Identify professional references and statement of qualifications of your business and each member of the team, including subcontractors, to perform each of the tasks and services discussed in the scope of services. Please provide the name and phone number of appropriate client references for whom similar services were performed, ideally within the last five years. The proposal should describe in detail your business's experience in providing services of similar complexity and magnitude.
 - d. **Cost Quotation:** This contract will be restricted to a not-to-exceed price. **Please provide an annual not-to-exceed price.** In addition to the not-to-exceed quotation, the cost proposal should include a more detailed breakdown of monthly costs for both the City Hall building and library building.
 - f. **General Services Agreement:** Provide a statement that the firm has reviewed the Standard General Services Agreement (see page 10) and that your business will be able to provide the required insurances in the amount, types, and endorsements. Alternatively, if there are provisions within the City's Standard Contract including insurance requirements, that your firm does not want to agree to, please indicate what provisions those are and why, and what substitution your firm would suggest.

SUBMITTAL OF PROPOSALS

The proposal must be signed by an official authorized to commit your company, along with a statement that the contents, including the not-to-exceed cost that you quote in it, will remain effective for a period of not less than ninety (90) days from the proposal due date.

Three copies of the proposal should be received by the City (not just postmarked) no later than 5:00 p.m. on Monday, August 7, 2017. Proposals should be addressed to the City of Goleta, City Manager's Department, 130 Cremona Drive, Suite B, Goleta, California, 93117.

Please contact Dana Grossi, Management Analyst, if you have any questions:

Email: dgrossi@cityofgoleta.org

Phone: (805) 562-5507

EVALUATION & SELECTION

In responding to the RFP, vendors are expected to be available to commence the services described herein on September 1, 2017. **To be considered under this RFP, proposals must contain each of the following five elements:**

1. Quality of the proposal
2. Understanding of the services advertised, including thoroughness and comprehension in addressing the Scope of Services
3. Qualifications and experience of the company and its project team with similar services
4. Cost effectiveness
5. Understanding of the City's insurance requirements *and a statement that your company can meet these requirements*

ADDITIONAL INFORMATION

All responses to this Request for Proposals will become the property of the City of Goleta.

The RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of the company's proposal. The City reserves the right to modify or cancel this Request for Proposals in part or in its entirety and to accept or reject any or all of all proposals received if they do not meet the minimum requirements of this RFP. The City also reserves the right to negotiate with the selected company to revise the scope of services if necessary, including modifying the janitorial services requested, to more closely match City needs.

If your company is awarded the contract, your services (as well as those provided by other members of the team) will be subject to the terms of the Standard Agreement for General Services, which is attached to this RFP. Unless the parties agree otherwise at the time the contract is signed, payment under the Agreement shall be made according to Section 2 Compensation and Payment. Your company should review the terms of the Agreement to ensure that the proposal is consistent with its provisions and include in the proposal an acknowledgement of acceptance of those provisions, including requirements for indemnification and insurance. If your company takes exception to any of the terms, such concerns or exceptions must be expressly stated in the proposal. Please note in particular the terms that relate to nondiscrimination and to news release and other media contacts.

Project Name: (Insert Project Name)

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
(SERVICE PROVIDER)**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this ____ day of **Month, Year**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **SERVICE PROVIDER** (hereinafter referred to as "Service Provider").

WHEREAS, this Service Provider will be providing _____ services in conjunction with _____ project; 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, the CITY noticed a request for proposals and/or qualifications for professional services through a competitive bid process; and

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

WHEREAS, the City Council, on this _____ day of **Month, Year**, 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 (**insert services to be provided**), as requested. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

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

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

(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 **Staff Name.**

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. 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 may be subject 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 Service Provider 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 **DATE**. 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. _____ 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 may not subcontract any services under this Agreement without the prior written consent of the City.

This Agreement is not assignable by Consultant without City's prior written consent.

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 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 the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

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

- a) City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on insurance services office form cg 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as cg 20 37 with an edition date prior to 2004.
- b) Service provider 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 under 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, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. WAIVER; REMEDIES CUMULATIVE

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

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this 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: TBD

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

CITY OF GOLETA

SERVICE PROVIDER

Michelle Greene, City Manager

By:
Title:

ATTEST:

Deborah Lopez, City Clerk

By:
Title:

APPROVED AS TO FORM

Michael Jenkins, Interim City Attorney