

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made upon this \_\_\_\_ day of July 2023, by, and between SKYLSTAD-SCHOELEN CO. A CALIFORNIA CORPORATION, d/b/a SERVICE STAR (hereinafter referred to as "Contractor"), and the Recreation and Parks Department of the City of Santa Maria, California, a Municipal Corporation, (hereinafter referred to as "City").

### RECITALS

**WHEREAS**, City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

**WHEREAS**, City has determined the Project involves the performance of light custodial maintenance and janitorial services; and

**WHEREAS**, City does not have available employees to perform the services for the Project; and

**WHEREAS**, City has requested Contractor to perform services for Project; and

**WHEREAS**, Contractor is registered or licensed in California to perform the services associated with this project.

### NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. **General.**

**2.01. Term and Termination.** The term of this contract is two (2) years, beginning on the date first written above. This contract may be renewed by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement. Any extension of this Agreement after the end of the third year shall continue at the rates set forth for year three (3) unless otherwise agreed by the parties in writing.

**2.02 Services to be Performed.** Contractor shall determine the method, details and means of providing light custodial maintenance and janitorial services. More specifically, Contractor agrees to perform the specific services listed in Exhibit "A."

**2.03 City's Duties.** City's duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

**2.04. Payment.** Payment terms under this Agreement are listed in Exhibit "B."

**2.05. Insurance.** Contractor shall provide insurance as listed in Exhibit "C."

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

### **3. Contractor’s Obligations.**

3.01. Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City’s business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor’s assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement. Contractor (as a business entity, including its employees) is a commercial building maintenance provider of light custodial maintenance and janitorial services.

3.04. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor or the acts or omissions of an employee, agent or subcontractor of the Contractor. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

### **4. Miscellaneous**

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:  
Recreation and Parks Dept.  
Attn. Director  
615 S. McClelland  
Santa Maria, CA 93454

To Contractor:  
Service Star  
3130 Skyway Drive Suite 308  
Santa Maria, CA 93455

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at [www.dir.ca.gov](http://www.dir.ca.gov) and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

4.11 Credit for Non-Performance. The City may inspect at its discretion the Contractor's daily job performance. The Director of Recreation and Parks, or their designee, has the authority and responsibility to point out to the Contractor any incomplete or defective work. Any deficiency alleged by the City shall be photographed and immediately provided to Contractor (via e-mail) describing the date and time of the observation, and the specific issue observed. Any complaint received/insufficient work alleged by the City and verified by City employees to be a scope of work task, shall be communicated to the Contractor by 2:30 pm of the same workday. The Contractor agrees to remedy the incomplete task(s) by 4:30 pm on the same day at no additional charge. For all incomplete or defective work not observed or reported by 2:30 pm of the same work day, or if the Contractor does not remedy the issue by the end of the work day on the same service date, the City shall have the right to a credit from the Contractor for tasks not completed during the normal work period and for which complaints from City employees have been received after the second (2<sup>nd</sup>) occurrence for the same deficiency within the same Calander month. The City will take a credit on the Contractor's monthly invoice in the amount of \$100.00 per incident. This credit is intended to offset the City's costs to investigate, track and report these incidents, to deter future substandard work, and to prevent termination for minor breaches. An insufficient number of personnel on Contractor's staff or insufficiently estimated hours in Contractor's response to the request for proposals shall not be an acceptable excuse/cause to waive credits. Failure to satisfactorily perform the quality of work required under this Contract shall be accepted as evidence that the Contractor's work force is too small or that supervision is inadequate. In either case, immediate corrective measures shall be made upon notice from the City. In the event that reports of incomplete or defective work become too numerous, in the City's discretion, the City may provide notice to Contractor, in writing, that it is increasing the credit amount. The City shall provide five (5) business days' notice prior to issuing any fine of the new amount. The increase in the credit amount shall be in the discretion of the Director of Recreation and Parks. The seeking by the City/issuance of the Contractor of a credit shall not be deemed an exclusive remedy and City shall maintain all other remedies available by law or equity despite the issuance of a penalty to Contractor.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CITY:

Recreation and Parks Dept.  
Attn. Director  
615 S. McClelland  
Santa Maria, CA 93454

CONTRACTOR:

Service Star  
3130 Skyway Drive Suite 308  
Santa Maria, CA 93455

---

By:

By:

APPROVED AS TO FORM:

---

City Manager

---

City Attorney

---

Risk Manager

**EXHIBIT "A"**  
**SCOPE OF WORK**

Contractor agrees to complete the tasks, responsibilities, schedules, deadlines, and deliverables specified by the City as follows:

1. Execution of an Agreement for Professional Services on a form provided by the City complete with all required exhibits (and insurance requirements).
2. Attend a restroom facility tour led by representatives of the City Department where information will be provided on facility locations, features, locking mechanisms, shut-off valve and related mechanical room locations, and any features unique to each location that will assist in the performance of any awarded contract.
3. Contractor to complete on-site safety training lead by City representatives on safety practices for driving vehicles within park locations (including turf and other restricted areas). Upon completion, Contractor to ensure that all its employees are adequately trained on park safety practices.
4. (If requested) Contractor to demonstrate in writing (or by physical inspection) that it has appropriate vehicles, personnel, start-up cleaning and maintenance supplies, and tools necessary for the first month of operation (and for the fulfillment of any awarded contract).
5. Demonstrate in writing (or by physical inspection) that it has appropriate employee uniforms, name tags and PPE necessary to perform the terms of any awarded contract.
6. Provide company supervisor contact information (telephone numbers, e-mail addresses, etc.) whereby City Department representatives can reliably contact Contractor for any contract related issues including requests for secondary services during contract hours and any after-hours service calls (which will be billed under a separate addendum to any awarded contract).
7. Provide quality light custodial maintenance and janitorial services for eight (8) hours per day (from 7:30 a.m. to 4:30 p.m. or otherwise as agreed by the parties in writing) for all specified locations to ensure facilities are safe, clean and functional. All locations to be serviced a minimum of two (2) times per day, with all remaining service-time dedicated to follow-up service locations as deemed necessary by the contractor, or as requested by the City Department. Services to include, inspection, amenity

functionality check (doors opening/closing/locking, lighting functions, toilets flush, water faucet flow/shutoff), soap dispensers stocked and functioning, flooring surfaces are swept, mopped and cleaned with appropriate cleaning agents. Toilets are free from obstructions and have functional flushing capabilities. Sinks are free of obstructions and draining properly. Sinks, toilets, walls, floors, door handles, light switches, hand dryers, soap dispensers, ceiling surfaces are cleaned and disinfected daily or as otherwise needed to maintain a clean and safe environment.

ALL BODILY FLUIDS INCLUDING CONTRABAND SUCH AS USED HYPODERMIC NEEDLES/SYRINGES (INCLUDING BLOOD) ARE PROPERLY REMOVED AND AREAS SANITIZED IN ACCORDANCE WITH STATE LAW AND INDUSTRY SAFETY STANDARDS.

### DESIGNATED DEPARTMENT SITES

PARK	LOCATION	QUANTITY
North Preisker Ranch	801 W. Boxcar Pl.	Two (2) Restrooms (Single Stall)
Preisker Park	330 Hidden Pines	Two (2) Restrooms (Single Stall)
Preisker Park	330 Hidden Pines	Two (2) Restrooms (Multi Stall)
Grogan Park	1155 W. Rancho Verde	Two (2) Restrooms (Multi Stall)
Jim May Park	809 Stanford Dr.	Two (2) Restrooms (Single Stall)
Oakley Park	1300 N. Western	Two (2) Restrooms (Single Stall)
Atkinson Park	1000 N. Railroad	Two (2) Restrooms (Multi Stall)
Rice Park	700 E. Sunset	Two (2) Restrooms (Single Stall)
Tunnel Park	1100 N. Palisade	Two (2) Restrooms (Single Stall)
Armstrong Park	1000 E. Chapel	Two (2) Restrooms (Single Stall)
Russell Park	1000 W. Church	Two (2) Restrooms (Single Stall)
Buena Vista Park	800 S. Pine	Two (2) Restrooms (Single Stall)
Minami/Adam Park	600 W. Enos	Two (2) Restrooms (Multi Stall)
Orach Park (Westgate)	1800 Westgate Rd.	Two (2) Restrooms (Multi Stall)
Aquistapace Park	1921 S. Western Ave.	Two (2) Restrooms (Single Stall)
Fletcher Park	2200 S. College Dr.	Two (2) Restrooms (Single Stall)
Rotary Centennial Park	2625 S. College Dr.	Four (4) Restrooms (Single Stall)
Rodenberger Park	2725 Santa Barbara Dr.	One (1) H.A. Portable Restroom
Maramonte Park	620 E. Sunrise	Two (2) Restrooms (Multi Stall)
Hagerman Sports Com.	3300 Skyway Dr.	Two (2) Restrooms (Multi Stall)
Pioneer Park	1150 W. Foster	Two (2) Restrooms (Multi Stall)

8. Provide daily operations logs in a format (and containing sufficient information) acceptable to the City Department indicating completion of work.
9. Provide effective training and supervision to employees performing the tasks assigned to assure efficient and quality work.

10. Provide and assure that the employee's safety is of paramount concern and appropriate steps are taken to keep staff accident free.
11. Provide the City Department with Safety Data Sheets (SDS) for all chemicals/cleaning agents used at each site.
12. Contractor shall purchase and provide all necessary equipment and tools for work to be performed. This shall include (but not be limited to) toilet plungers, screwdrivers, brooms, mops, buckets and related equipment/tools necessary to satisfactorily perform the terms of any contract awarded.
13. Contractor shall purchase and provide all paper products, cleaning supplies, chemicals, soaps, soap dispensers, trash bags/liners, disposable gloves, in accordance with industry best practices and safety standards and equipment needed to accomplish the tasks associated with each site and any other janitorial items deemed necessary to perform the work requested as specified or otherwise approved by the City Department.
14. Provide employees with appropriate uniforms, and personal protective equipment (PPE) and ensure uniforms are used and PPE is properly utilized.
15. Provide written monthly invoices in a format (and containing sufficient information) acceptable to the City Department.
16. Contact City Representatives on an as-needed basis (but no later than the end of each service day) at a designated telephone number or e-mail address to report all remaining safety issues, graffiti, plumbing or facility damage that requires follow-up work.
17. After Hours Emergencies/Special Event Callouts. The City may on occasion have a need to have light custodial maintenance and janitorial services performed at various sites for afterhours emergencies and special events beyond the regular fifty-six (56) hours per week specified in this Agreement. Contractor agrees to make a good faith effort to perform these additional requested services if it has adequate staff levels available and the City provides a reasonable amount of time in making its request. All work performed under this provision is in addition to the standard services agreed upon by the parties and shall be billed separately according to the rates specified in Exhibit "B".



**EXHIBIT "B"**  
**PAYMENT TERMS**

City agrees to pay contractor for the fulfillment of the terms of this agreement as follows:

YEAR 1

Monthly Labor Charges	\$12,152.87	(year one (1) monthly rate)
Monthly Supply Charges	\$1,399.00	(year one (1) monthly rate)
<b>TOTAL MONTHLY CHARGES</b>	<b>\$13,551.87</b>	<b>(year one (1) monthly rate)</b>

YEAR 2

Monthly Labor Charges	\$12,759.07	(year two (2) monthly rate)
Monthly Supply Charges	\$1,538.90	(year two (2) monthly rate)
<b>TOTAL MONTHLY CHARGES</b>	<b>\$14,297.97</b>	<b>(year two (2) monthly rate)</b>

YEAR 3 (if renewed)

Monthly Labor Charges	\$14,034.99	(year three (3) monthly rate)
Monthly Supply Charges	\$1,692.79	(year three (3) monthly rate)
<b>TOTAL MONTHLY CHARGES</b>	<b>\$15,727.78</b>	<b>(year three (3) monthly rate)</b>

Contractor agrees to submit monthly written billing invoices to the City at the address specified above, and City agrees to pay said invoices in accordance with the terms of the agreement (within 30 days) to Contractor at the address specified above and Contractor agrees to accept and receive as payment in full the fees set forth for the services provided.

The parties agree that all work performed by Contractor beyond eight (8) hours per day or fifty-six (56) hours per week will be billed/payed in addition to the above monthly charges at the following rate:

All labor performed beyond 56 total hours at \$75.00 per person hour.

All Special Event labor not exceeding eight (8) hours per day will be billed at a rate of \$45.00 per person hour.

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, or employees. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail,

facsimile with confirmation of receipt, or certified mail with return-receipt requested.

4. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.