REQUEST FOR SEALED BIDS
FOR
GREEN LANDSCAPE MAINTENANCE SERVICES
FOR PARKS FY 2017-2020

April 10, 2017

Due Date: May 10, 2017; 2:00 PM

Addressed to: City of Goleta
Attention: Bob Morgenstern, Public Works Manager
130 Cremona Drive, Suite B
Goleta, CA 93117
(805) 968-6848
rmorgenstern@cityofgoleta.org

Mandatory
Pre Bid Meeting: May 2, 2017; 10:00 AM, City Hall

Mark Envelope: “Sealed Bid: Green Landscape Maintenance Services for Parks FY 2017-2020. Do not open with regular mail”
NOTICE INVITING SEALED BIDS
FOR
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta (CITY), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 130 Cremona Drive, Suite B, Goleta, California 93117, up to the hour of 2:00 PM on May 10, 2017. A mandatory pre-bid meeting will be held on May 2, 2017 at 10:00 AM at City Hall, City of Goleta, 130 Cremona Drive, Suite B, Goleta, CA.

Copies of the Request for Sealed Bids are available at no cost via ebidboard.com or by visiting the City’s website at www.cityofgoleta.org. You may also purchase a copy from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a $10.00 non-refundable fee if picked up, or payment of a $20.00 non-refundable fee, if mailed.

The work includes all labor, material and equipment necessary to provide Green Landscape Maintenance Services for improved and unimproved Parks, without the use of pesticides or commercial fertilizers, within CITY. 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: mowing, tree maintenance, irrigation management, irrigation system maintenance, irrigation system repair, shrub and ground cover maintenance, 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 terms of contract shall be for an initial period of three (3) years commencing on July 1, 2017 to June 30, 2020 subject to annual approval of the budget. Contract annual extensions are available upon request with the approval of the CITY.

Any contract entered into pursuant to this notice will incorporate the provisions of the California Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. Affirmative action to ensure against discrimination in
employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The CITY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. Proposals must be submitted in a sealed envelope plainly marked on the outside, “Sealed Bid: Green Landscape Maintenance Services for Parks FY 2017-2020. Do not open with regular mail”

Award of contract will be based on cost of services. The successful bidder must hold a valid C-27 Contractor’s License in accordance with the provisions of the California Business and Professions Code. A Bid Bond in the amount of ten percent (10%) of the annual rate bid is required with the bid submittal. The CITY reserves the right to reject any or all proposals, to waive any irregularity, and to take all proposals under advisement for a period of sixty (60) days.

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805-961-7505) or register on the City’s website (www.cityofgoleta.org).

CITY OF GOLETA

[Signature]
Deborah S. Lopez, City Clerk

Published:
Santa Barbara News Press: April 10, 2017 & April 24, 2017
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CITY OF GOLETA
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

INSTRUCTIONS TO BIDDERS

BID FORMS

Bids shall be submitted in writing on the Proposal forms attached herein. **Bid forms are not to be removed from this package.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any bid not meeting these requirements.

BID GUARANTEE

Bids must be accompanied by a bid guarantee consisting of a certified or cashier's check or bid bond issued by a California admitted surety insurer payable to the City in the amount of ten percent of the total bid amount. Any bid not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The bid guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF SEALED BID

Bids shall be enclosed in a sealed envelope plainly marked on the outside, **“Sealed Bid: Green Landscape Maintenance Services for Parks FY 2017-2020. Do not open with regular mail”** Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the submittal deadline in the REQUEST FOR SEALED BIDS. Late bids will not be considered and will be returned unopened.

WITHDRAWAL OF BID

A bid may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the submittal hour stipulated in the REQUEST FOR SEALED BIDS. Bids may not be withdrawn after said hour without forfeiture of the bid guarantee. The withdrawal of a bid will not prejudice the right of the bidder to submit a new bid, providing there is time to do so.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BID

No award will be made to a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.
DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, specifications, contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a bid make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the specifications, or contract documents shall be called to the attention of the City and clarified prior to the submission of bids. Neither the City nor any of its officers, employees or agents assumes any responsibility for errors or misinterpretations resulting from the receipt of and use of an incomplete set of contract documents or addenda. The bidder must satisfy himself that he has received a complete set of contract documents and addenda.

Written addenda shall be the sole means for modifying the Request for Sealed Bids and/or Specifications prior to the submittal deadline. The City shall not be bound by oral communications purportedly modifying or interpreting the Request for Sealed Bids and/or Specifications regardless of when or by whom such oral communications are made and you should not rely upon such oral communications in preparing your submittal.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Request for Sealed Bids, Specifications, and other Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

The City reserves the right to reject any or all bids, to waive any irregularity as allowed by law, and to take the bids under advisement for a period of sixty (60) calendar days, all as may be required to provide the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

The award of contract will be based on price alone from a responsive, responsible and licensed contractor.
CITY OF GOLETA

REQUEST FOR SEALED BIDS
FOR
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

Proposals to be received until Tuesday, MAY 10, 2017, 2:00 PM at City Hall, 130 Cremona Drive, Suite B, Goleta, CA 93117.

For any questions regarding the Contract Documents, Specifications, bid schedule or other bidding documents, please contact Bob Morgenstern, Public Works Manager VIA EMAIL ONLY at Rmorgenstern@cityofgoleta.org

BIDDER SHALL COMPLETE THE FOLLOWING:

Name ________________________________________________

Street Address _______________________________________

City____________________ State___________ Zip Code:_______

Telephone Number _______________________________

Fax Number ________________ E Mail:________________________

State Contractor’s License No. and Class ______________________

Original Date Issued ___________ Expiration Date _________

The following addenda are acknowledged: Number Dated

(Bidder must fill in number and date of each addendum or may enter the word “none” if appropriate)

_______ ______

_______ ______

_______ ______

__________________________

BIDDER’S NAME-PRINTED DATE

__________________________

TITLE SIGNATURE
CITY OF GOLETA
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

BID SCHEDULE

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see SECTION D – SPECIAL PROVISIONS. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The City reserves the right to reject any and all bids, to waive any informality or irregularity in a bid, and to make awards in the interest of the City.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually maintained as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his/her convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: _________________________________________________

CONTRACTOR’S LICENSE NO.: _______________________________________

AUTHORIZED SIGNATURE: ___________________________________________

TITLE: __________________________________________________________________

DATE: _______________ ________________________________________________


<table>
<thead>
<tr>
<th>SITE NAME/BID ITEM</th>
<th>UNITS</th>
<th>QUANTITY</th>
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<th>ANNUAL COSTS</th>
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<td>2 DRAINAGE</td>
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| ARMITOS PARK      |               |          |             |              |
| 1 LAWN            | 1000 sq ft    | 1        |             |              |
| 2 TRESSES         | All           | 1        |             |              |
| 3 TOT LOT         | All           | 1        |             |              |
| 4 IRRIGATION      | All           | 1        |             |              |
| 5 WALKWAYS        | All           | 1        |             |              |
| 6 SHRUB BEDS      | All           | 1        |             |              |
| 7 GROUND COVER    | All           | 1        |             |              |
| SUBTOTAL          |               |          |             |              |
## CITY OF GOLETA
### Bid Schedule
### GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

<table>
<thead>
<tr>
<th>SITE NAME/BID ITEM</th>
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<td>8 GROUND COVER</td>
<td>1000 sq ft</td>
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**SUBTOTAL**

| **BELLA VISTA I & II** | | | | |
|------------------------|----------|----------|----------|
| 1 TREES                | All      | 1        |          |            |
| 2 DRAINAGE             | All      | 1        |          |            |
| 3 LAWN                 | 1000 sq ft | 125     |          |            |
| 4 TOT LOT              | All      | 1        |          |            |
| 5 IRRIGATION           | All      | 1        |          |            |
| 6 BRIDGE               | All      | 2        |          |            |
| 7 WALKWAYS             | All      | 1        |          |            |
| 8 SHRUB BEDS           | 1000 sq ft | 5      |          |            |
| 9 GROUND COVER         | 1000 sq ft | 10     |          |            |

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

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

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<tr>
<th>SITE NAME/BID ITEM</th>
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| **MATHILDA**             |         |          |             |              |
| 1 TREES                  | All     | 1        |             |              |
| 2 TOT LOT                | All     | 1        |             |              |
| 3 LAWN                   | All     | 1        |             |              |
| 4 WALKWAYS               | All     | 1        |             |              |
| 5 GROUND COVER           | All     | 1        |             |              |
| 6 SHRUBS                 | All     | 1        |             |              |
| **SUBTOTAL**             |         |          |             |              |
## CITY OF GOLETA
### Bid Schedule
**GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020**

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<tr>
<th>SITE NAME/BID ITEM</th>
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<td>3  LAWN</td>
<td>1000 sq ft</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4  TOT LOT</td>
<td>All</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5  IRRIGATION</td>
<td>All</td>
<td>1</td>
<td></td>
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<tr>
<td>6  BRIDGE</td>
<td>All</td>
<td>1</td>
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<tr>
<td>7  WALKWAYS</td>
<td>All</td>
<td>1</td>
<td></td>
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<tr>
<td>8  SHRUB BEDS</td>
<td>1000 sq ft</td>
<td>5</td>
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</tr>
<tr>
<td>9  GROUND COVER</td>
<td>1000 sq ft</td>
<td>5</td>
<td></td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
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</tbody>
</table>
# CITY OF GOLETA

**Bid Schedule**

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

<table>
<thead>
<tr>
<th>SITE NAME/BID ITEM</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>TOTAL/MONTH</th>
<th>ANNUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SANTA BARBARA SHORES - SMALL</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1 TREES</td>
<td>All</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2 DRAINAGE</td>
<td>All</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 LAWN</td>
<td>1000 sq ft</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 TOT LOT</td>
<td>All</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 IRRIGATION</td>
<td>All</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>6 WALKWAYS</td>
<td>All</td>
<td>1</td>
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<tr>
<td>7 TRAIL</td>
<td>All</td>
<td>1</td>
<td></td>
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<tr>
<td>8 SHRUB BEDS</td>
<td>1000 sq ft</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 GROUND COVER</td>
<td>1000 sq ft</td>
<td>5</td>
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</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
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</tr>
</tbody>
</table>

| **STOW GROVE PARK** |             |          |             |              |
| 1 TREES            | All         | 1        |             |              |
| 2 DRAINAGE         | All         | 1        |             |              |
| 3 LAWN             | 1000 sq ft  | 250      |             |              |
| 4 TOT LOT          | All         | 2        |             |              |
| 5 FURNISHINGS      | All         | 1        |             |              |
| 6 IRRIGATION       | All         | 1        |             |              |
| 7 WALKWAYS         | All         | 1        |             |              |
| 8 SHRUB BEDS       | 1000 sq ft  | 50       |             |              |
| 9 GROUND COVER     | 1000 sq ft  | 50       |             |              |
| 10 PARKING LOT     | All         | 1        |             |              |
| **SUBTOTAL**       |             |          |             |              |
# CITY OF GOLETA
## Bid Schedule
### GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

<table>
<thead>
<tr>
<th>SITE NAME/BID ITEM</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>TOTAL/MONTH</th>
<th>ANNUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STOW HOUSE</strong></td>
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<td></td>
</tr>
<tr>
<td>1 TREEs</td>
<td>All</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 DRAINAGE</td>
<td>All</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 LAWN</td>
<td>1000 sq ft</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 SHRUB BEDS</td>
<td>1000 sq ft</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 GROUND COVER</td>
<td>1000 sq ft</td>
<td>5</td>
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<tr>
<td>6 PARKING LOT</td>
<td>All</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>STOW TENNIS COURTS</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1 TREEs</td>
<td>All</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 DRAINAGE</td>
<td>All</td>
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</tr>
<tr>
<td>3 LAWN</td>
<td>1000 sq ft</td>
<td>90</td>
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<tr>
<td>4 TOT LOT</td>
<td>All</td>
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<tr>
<td>5 FURNISHINGS</td>
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<tr>
<td>6 IRRIGATION</td>
<td>All</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 WALKWAYS</td>
<td>All</td>
<td>1</td>
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<tr>
<td>8 SHRUB BEDS</td>
<td>1000 sq ft</td>
<td>2.5</td>
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<tr>
<td>9 GROUND COVER</td>
<td>1000 sq ft</td>
<td>2.5</td>
<td></td>
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</tr>
<tr>
<td>10 TENNIS COURTS</td>
<td>All</td>
<td>1</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
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</tbody>
</table>
CITY OF GOLETA
Bid Schedule
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

<table>
<thead>
<tr>
<th>SITE NAME/BID ITEM</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>TOTAL/MONTH</th>
<th>ANNUAL COSTS</th>
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</thead>
<tbody>
<tr>
<td>UNIVERSITY VILLAGE</td>
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<tr>
<td>1 TREES</td>
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<td></td>
</tr>
<tr>
<td>2 DRAINAGE</td>
<td>All</td>
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<tr>
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</tr>
<tr>
<td>5 WALKWAYS</td>
<td>All</td>
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<td></td>
<td></td>
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<tr>
<td>6 SHRUB BEDS</td>
<td>1000 sq ft</td>
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</tr>
<tr>
<td>8 BRIDGE</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
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</tr>
<tr>
<td>WINCHESTER I</td>
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<td></td>
</tr>
<tr>
<td>1 TREES</td>
<td>All</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 DRAINAGE</td>
<td>All</td>
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<td></td>
</tr>
<tr>
<td>3 LAWN</td>
<td>1000 sq ft</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 TOT LOT</td>
<td>All</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5 IRRIGATION</td>
<td>All</td>
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<td></td>
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</tr>
<tr>
<td>6 SHRUB BEDS</td>
<td>1000 sq ft</td>
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<td></td>
</tr>
<tr>
<td>7 GROUND COVER</td>
<td>1000 sq ft</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
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</table>
CITY OF GOLETA
Bid Schedule
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

<table>
<thead>
<tr>
<th>SITE NAME/BID ITEM</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>TOTAL/MONTH</th>
<th>ANNUAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>WINCHESTER II</td>
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<tr>
<td>1 TREES</td>
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<td></td>
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<tr>
<td>2 LAWN</td>
<td>1000 sq ft</td>
<td>31</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 TOT LOT</td>
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<tr>
<td>4 IRRIGATION</td>
<td>All</td>
<td>1</td>
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<td></td>
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<tr>
<td>5 SHRUB BEDS</td>
<td>1000 sq ft</td>
<td>3</td>
<td></td>
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</tr>
<tr>
<td>6 GROUND COVER</td>
<td>1000 sq ft</td>
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SUBTOTAL
CITY OF GOLETA
Bid Schedule
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

<table>
<thead>
<tr>
<th>SUMMARY TOTAL - GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2011-12</th>
<th>MONTHLY</th>
<th>ANNUAL</th>
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<tbody>
<tr>
<td>ANDAMAR</td>
<td>$</td>
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<tr>
<td>ARMITOS PARK</td>
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<tr>
<td>ARMSTRONG</td>
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<td>$</td>
</tr>
<tr>
<td>BELLA VISTA I &amp; II</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>EMERALD TERRACE</td>
<td>$</td>
<td>$</td>
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<tr>
<td>EVERGREEN</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>GOLETA VALLEY LIBRARY</td>
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<tr>
<td>MATHILDA</td>
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<td>$</td>
</tr>
<tr>
<td>NECTARINE</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>SAN MIGUEL</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>SANTA BARBARA SHORES – SMALL</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>STOW GROVE PARK</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>STOW HOUSE</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>STOW TENNIS COURTS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>UNIVERSITY VILLAGE</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>WINCHESTER I</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>WINCHESTER II</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL BID</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL MONTHLY & ANNUAL BID AMOUNTS:** $ /MO $ /YR

Total Monthly Bid Amount (in words): 

Total Annual Bid Amount (in words): 

**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.

_________________________ (Company Name of Bidder) ___________________________ (Authorized Signature)
DESIGNATION OF SUBCONTRACTORS

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

<table>
<thead>
<tr>
<th>NAME, ADDRESS, AND PHONE</th>
<th>TYPE OF WORK</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF SUBCONTRACTORS,</td>
<td>MATERIALS, OR EQUIPMENT</td>
<td>OF TOTAL</td>
</tr>
<tr>
<td>SUPPLIERS, AND VENDORS</td>
<td>(BE SPECIFIC)</td>
<td>WORK</td>
</tr>
<tr>
<td>__________________________</td>
<td>__________________________</td>
<td>__________</td>
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<td>__________________________</td>
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<tr>
<td>__________________________</td>
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<td>__________</td>
</tr>
</tbody>
</table>

Note: Additional sheets may be attached.

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past five years. List any references for areas maintained using green landscape maintenance practices:

1. __________________________________________________________
   Name and address of owner
   __________________________________________________________
   Name and telephone number of person familiar with project
   Contract amount   Type of work   Date Completed

2. __________________________________________________________
   Name and address of owner
   __________________________________________________________
   Name and telephone number of person familiar with project
   Contract amount   Type of work   Date Completed

3. __________________________________________________________
   Name and address of owner
   __________________________________________________________
   Name and telephone number of person familiar with project
   Contract amount   Type of work   Date Completed
The following are the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to issue bonds:

____________________________________________________________________
____________________________________________________________________

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any City, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR'S LICENSE REQUIREMENT

The undersigned certifies that it is aware that this contract cannot be awarded to it unless, at the time of the award, it is the holder of a valid California Contractor's License proper and adequate for the work required by this contract, and that the failure to obtain proper and adequate licensing for an award of the contract shall result in the forfeiture of the bidder's security.

BIDDER'S INFORMATION

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

____________________________________________________________________
____________________________________________________________________

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows. All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

____________________________________________________________________

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ______ day of _____________, 2017. I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct.

BIDDER:_____________________________________________________________
CITY OF GOLETA
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

QUESTIONNAIRE

The following questions shall be answered to assist the City in making an evaluation of the qualifications of the bidder in order to determine if the bidder is “responsible” as defined by law. Where answers to the questions require more space than provided here, please attach additional pages.

1. Please indicate the location of your service yard. Will all equipment and manpower for this contract be stationed there?

________________________________________________________________________________________________________________________________________

2. Does your company own or have access to all the equipment required for this contract?

________________________________________________________________________________________________________________________________________

3. Are your foremen equipped with two-way radios, cellular phones and pagers?

________________________________________________________________________________________________________________________________________

4. Has contractor ever had a landscape maintenance services contract terminated, if so when and why?

________________________________________________________________________________________________________________________________________

5. Has contractor ever had to mediate an unresolved claim with a public agency?

________________________________________________________________________________________________________________________________________

6. Is there any additional information that company wishes to provide?

________________________________________________________________________________________________________________________________________
BONDS
KNOW ALL PERSONS BY THESE PRESENTS that ______________________, as PRINCIPAL, and ________________, a corporation organized under the laws of the State of ________________ and licensed by the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as CITY, in the penal sum of ten percent of the annual rate bid, by PRINCIPAL to CITY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to CITY for the above stated project, if such bid is rejected, or if such bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to CITY in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

In case suit is brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs incurred by CITY in an amount fixed by the court. SURETY hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ________day of ____________________, 2017.

PRINCIPAL: ________________________________

(Address)                                   ________________________________

                                      ________________________________

BY: ________________________________

(Signature and Title of Authorized Officer)

BY: ________________________________

(Signature and Title of Authorized Officer)
SURETY: ________________________________

(Address) ________________________________

____________________________________

BY: ______________________________________

(Signature and Title of Authorized Officer)

BY: ______________________________________

(Signature and Title of Authorized Officer)

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.
FAITHFUL PERFORMANCE BOND
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020
IN THE CITY OF GOLETA, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that ____________________________, as CONTRACTOR and ______________________________, a SURETY, are held and firmly bound unto the City of Goleta as AGENCY, in the penal sum of ______________________________ Dollars and __________ Cents ($___________), which is one hundred (100) percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney’s fee to the owner in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _______ day of _______ , 20__.

CONTRACTOR*

__________________________________________________________________
__________________________________________________________________

SURETY*

__________________________________________________________________
__________________________________________________________________

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative. Power of Attorney must be attached.

Subscribed and sworn to this _______ day of ____________________, 20__.

NOTARY PUBLIC_________________________________________
(NOTARY SEAL)
(EXECUTE IN TRIPLECTATE)
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PAYMENT BOND
GREEN LANDSCAPE MAINTENANCE SERVICES
FOR PARKS FY 2017-2020
IN THE CITY OF GOLETA, CALIFORNIA

WHEREAS, the City of Goleta as AGENCY has awarded to ____________________________, as Contractor, a contract for the above stated project; and

WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto AGENCY in the sum of ____________________________ Dollars and __________________ Cents ($____________) which is one hundred (100) percent of the total contract amount for the above stated project, for which payment well and truly be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withhold, and paid over to the employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The surety hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.
IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _______ day of __________________, 20____.

CONTRACTOR*  
__________________________________________________________
__________________________________________________________

SURETY*  
__________________________________________________________
__________________________________________________________

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative. Power of Attorney must be attached.

Subscribed and sworn to this _______ day of _________________, 20____.

NOTARY PUBLIC______________________________________________________________

(EXECUTE IN TRIPLICATE)
CITY OF GOLETA
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

SECTION A - GENERAL INFORMATION

A1 - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

All work performed pursuant to this project shall be in accordance with the “Standard Specifications for Public Works Construction”, latest edition. If a conflict between the Standard Specifications and the provisions exist, then these provisions shall take precedence and shall be used in lieu of the Standard Specification for Public Work Construction.

A2 - CITY CONTACT

All questions regarding this Bid Package are to be submitted IN WRITING ONLY via U.S. Mail, fax, or e-mail. Confirmation of receipt of all questions is the responsibility of the proposer:

CITY OF GOLETA
Attention: Bob Morgenstern
130 Cremona Drive, Suite B
Goleta, CA 93117
e-mail: Rmorgenstern@cityofgoleta.org

A3 - CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Event Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Issued:</td>
<td>April 10, 2017</td>
</tr>
<tr>
<td>Pre-Bid Conference:</td>
<td>Tuesday, May 2, 2017; 10:00 AM</td>
</tr>
<tr>
<td>Proposal Due:</td>
<td>Wednesday, May 10, 2017; 2:00 PM</td>
</tr>
<tr>
<td>Contract Award:</td>
<td>June 6, 2017</td>
</tr>
<tr>
<td>Work Begins:</td>
<td>July 1, 2017</td>
</tr>
</tbody>
</table>

Contract award date is tentative. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and site conditions (if applicable). The Bidder agrees and acknowledges all Bid Package specifications, terms, and conditions and indicates the ability to perform by submission of a bid. By the submission of a bid, the Bidder certifies that if awarded a contract it will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

A4 - DEFINITIONS

Agreement: Means the standard form of agreement provided by the City.

Authorized Representative: Means the person designated by the City as having the authority and responsibility for administering the Project.
**City:** Means City of Goleta, State of California.

**City Inspector:** Means Landscape Inspector or Public Works Inspector

**Contract Documents:** Means the Agreement, together with the terms and content of the Bid Package.

**Contractor:** Means the successful Bidder to the Request for Sealed Bids to whom a contract is awarded.

**Director:** Means the Public Works Director for the City of Goleta, or his/her authorized designee.

**Extra Work:** Means work not a part of the routine contract services covered by this Request for Sealed Bids. Special projects assigned by the Director or the City’s Project Manager.

**Green Park:** Means a park or open space site that does not allow the use of any synthetic compounds for fertilizer or pesticide. An organically maintained facility.

**Maintenance Specifications:** Means the specifications, maintenance schedule and checklist set forth in the Request for Sealed Bids and for use with SSPWC.

**Project:** Means the Work as defined below.

**Bidder:** Means the party or parties who submit a bid in response to the Request for Sealed bids.

**Site:** Means the physical location of the Project and includes each and every area listed and described in Appendix B.

**SSPWC:** Standard Specifications for Public Works Construction, 2015 Edition

**Tot-Lot:** Means a sand-filled or other safety surface material area in a park or open space with playground equipment.

**Work:** Means the provision of management, tools, supplies, equipment, and labor necessary to undertake the Project as more specifically defined in Section D of the Request for Bids.
CITY OF GOLETA
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

SECTION B - SUBMISSION OF BIDS

B1 – INSPECTION OF SITES

Bidders are required to inspect the Site of the Work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed Work and as to the actual conditions of and at each Site. If, during the course of its examination, a Bidder finds facts or conditions which appear to conflict with the letter or spirit of the Contract Documents, or with any other data furnished in the Request for Sealed Bids, bidder may apply to the City for additional information and explanation before submitting its bid. The submission of a bid by the Bidder shall constitute the acknowledgment that, if awarded the contract, it has relied and is relying on its own examination of:

i: The Site of the Work;

ii: The access to each Site; and

iii: All other data, matters, and things requisite to the fulfillment of the Work.

No claim for additional compensation will be allowed which is based upon a lack of knowledge of the aforementioned items.

B2 – EXAMINATION OF CONTRACT DOCUMENTS

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligations with respect to its bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Document.

B3 – INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing and delivered to the City at least five (5) days before the time announced for opening the sealed bids. Interpretations by the City will be in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the Contract Documents have been issued. All such addenda shall become part of the contract.

B4 – COSTS AND PRICING

Monthly rate quoted shall include everything necessary for the completion of the Project and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, supervision, labor and services for the entire period of the contract. In addition, the bid shall include allowance for all federal, state and local taxes, as applicable. In preparing cost quotations, each Bidder represents that it has carefully examined these Contract Documents and the Site where the Work is to be performed and has familiarized itself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may
affect, in any manner, the performance of the Work. The submittal of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the Work.

**B5 – WORK AREA INFORMATION**

A list of Work areas and associated vicinity maps is included in Appendix B. It shall be the responsibility of each Bidder to familiarize itself with actual site conditions.

**B6 – BUSINESS LICENSE**

The Contractor will be required to obtain a CITY business license prior to receiving payment for any Work provided. Said license shall be renewed and kept in good standing for the life of the Contract. A copy of the City of Goleta business license application is included as Appendix E.
CITY OF GOLETA
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

SECTION C - CONTRACT PROVISIONS

C1 – FORM OF AGREEMENT

The standard form of agreement used by the City shall be distributed upon contractor selection. A copy of this agreement is attached as Appendix D. It is the responsibility of each bidder to review the agreement. In submitting a bid each bidder acknowledges he/she has reviewed the agreement and is able to meet its requirements.

C2 – TERM OF CONTRACT

a. **Basic Term.** The term of this Agreement shall commence July 1, 2017, and continue through June 30, 2020, a three (3) year term, expiring on June 30, 2020, unless extended as described in the agreement.

b. **Extended Term(s).** The term of this Agreement may be extended for up to 2 additional one (1) year extensions at the City’s sole discretion based upon the performance of the contractor and subject to approval of the City Budget.

C3 – CONTRACTOR LICENSE

The Contractor shall hold a valid C-27 Contractors License in accordance with the provisions of the Business and Professions Code and this scope of work.

C4 – PREVAILING WAGE REQUIREMENT

All unit and/or annual rate prices shall include prevailing wage requirements.
CITY OF GOLETA
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

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 4th of July. Included in these weekends, holidays and special events, but not limited to, are the following requirements:

- Memorial Day Weekend
- July 4th 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

   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

<table>
<thead>
<tr>
<th>Grass Type</th>
<th>Mowing Height</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Min.</td>
</tr>
<tr>
<td>Warm Season</td>
<td>¾&quot;</td>
</tr>
<tr>
<td>Cool Season</td>
<td>1½&quot;</td>
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</tbody>
</table>

#### 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 landfill.

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:
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 Tieing  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 of 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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APPENDIX A – INSPECTION/MAINTENANCE CHECKLIST
# Appendix A

## GREEN LANDSCAPE MAINTENANCE FOR PARKS

### INSPECTION/MAINTENANCE SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Inspection Schedule</th>
<th>Maintenance Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aeration (turf areas)</td>
<td>Twice annually</td>
<td>May &amp; January</td>
</tr>
<tr>
<td>BBQ’s</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td>Benches (furnishings)</td>
<td>Weekly</td>
<td>Clean weekly</td>
</tr>
<tr>
<td>Decomposed Granite &amp; sand areas (fill levels)</td>
<td>Monthly</td>
<td>Fill/level as needed</td>
</tr>
<tr>
<td>Dethatching (turf areas)</td>
<td>Annually</td>
<td>Annually</td>
</tr>
<tr>
<td>Drainage &amp; drainage structures</td>
<td>Weekly</td>
<td>Weekly clean</td>
</tr>
<tr>
<td>Drinking fountains</td>
<td>Twice weekly</td>
<td>Clean as needed</td>
</tr>
<tr>
<td>Fencing</td>
<td>Daily</td>
<td>Report to manager</td>
</tr>
<tr>
<td>Fertilization (turf)</td>
<td>N/A</td>
<td>3 times per year</td>
</tr>
<tr>
<td>Parking lot</td>
<td>Weekly</td>
<td>Cleaned weekly</td>
</tr>
<tr>
<td>Ground cover</td>
<td>Weekly</td>
<td>Weekly weeding</td>
</tr>
<tr>
<td>Picnic areas</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td>Rodent control</td>
<td>Daily</td>
<td>Trap as needed</td>
</tr>
<tr>
<td>Tennis Courts</td>
<td>Weekly</td>
<td>Cleaned weekly</td>
</tr>
<tr>
<td>Shrub beds</td>
<td>Weekly</td>
<td>Weekly weeding</td>
</tr>
<tr>
<td>Tot Lot</td>
<td>Twice weekly</td>
<td>Twice weekly – Raked or blown</td>
</tr>
<tr>
<td>Trash cans</td>
<td>Twice weekly</td>
<td>Emptied twice weekly</td>
</tr>
<tr>
<td>Trash/litter patrol</td>
<td>Daily</td>
<td>Daily cleanup</td>
</tr>
<tr>
<td>Walkway</td>
<td>Daily</td>
<td>Weekly cleaning</td>
</tr>
<tr>
<td>Trees</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td>Turf</td>
<td>Weekly</td>
<td>Mow weekly</td>
</tr>
<tr>
<td>Weeding (paved areas, parkways, etc.)</td>
<td>Weekly</td>
<td>Weekly pulling</td>
</tr>
<tr>
<td>PARK NAME</td>
<td>APN</td>
<td>LOCATION</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Andamar – (1)</td>
<td>69-362-01</td>
<td>5600 blk. Cathedral Oaks, to 600 blk. Dara Dr., to 600 blk. Andamar</td>
</tr>
<tr>
<td></td>
<td>69-463-03</td>
<td></td>
</tr>
<tr>
<td>Armitos Park</td>
<td></td>
<td>East end of Armitos Avenue @ San Jose Creek</td>
</tr>
<tr>
<td>Armstrong – (2)</td>
<td>73-195-23</td>
<td>7200 blk. Hollister Ave, to Pacific Oaks Rd to end of 7200 blk. Armstrong &amp; right.</td>
</tr>
<tr>
<td>Bella Vista I/II – (3)</td>
<td>77-351-01</td>
<td>7300 blk. Cathedral Oaks, to 200 blk. Placer Dr, to 100 blk. Placer Dr.</td>
</tr>
<tr>
<td>Emerald Terrace Tennis</td>
<td>69-322-11</td>
<td>5700 blk. Cathedral Oaks, to 600 blk. Arundel Rd, to between 470 &amp; 454 blk. of Arundel Rd.</td>
</tr>
<tr>
<td>Courts – (7)</td>
<td>69-413-10</td>
<td></td>
</tr>
<tr>
<td>Evergreen Acres – (8)</td>
<td>79-120-91, 92, 93</td>
<td>Calle Real, to 100 blk. Brandon, to 7500 blk. Evergreen Dr.</td>
</tr>
<tr>
<td>PARK NAME</td>
<td>APN</td>
<td>LOCATION</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------</td>
<td>-----------------------------------------------------------</td>
</tr>
<tr>
<td>Goleta Valley Library</td>
<td>069-090-056</td>
<td>500 N. Fairview Avenue</td>
</tr>
<tr>
<td>Mathilda – (13)</td>
<td>79-554-07</td>
<td>311 Mathilda Drive</td>
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<tr>
<td>Nectarine – (14)</td>
<td>71-061-23</td>
<td>5800 blk. Hollister Ave, to 100 blk. Nectarine Ave.</td>
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<tr>
<td>San Miguel – (17)</td>
<td>79-570-46</td>
<td>7700 blk. Calle Real, to 7900 Winchester Canyon, to Winchester Dr, to 7900 blk. Rio Vista Dr, to end of Rio Vista Dr.</td>
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<tr>
<td>St. Barbara Shores (small) – (18)</td>
<td>79-321-01</td>
<td>7500 blk. Hollister Ave, to 200 blk. Santa Barbara Shores, to 300 blk. Santa Barbara Shores Dr.</td>
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<tr>
<td>Stow Grove Park - (25) Features</td>
<td>77-160-009</td>
<td>580 La Patera Ln., Goleta, 93117</td>
</tr>
<tr>
<td>PARK NAME</td>
<td>APN</td>
<td>LOCATION</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Stow Grove Park</td>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stow House</td>
<td>77-160-58</td>
<td>6500 Cathedral Oaks, to 300 Los Carneros</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Stow Tennis Courts</td>
<td>77-331-17</td>
<td>5900 blk. Cathedral Oaks, to 400 blk. Fairview, to 6000 blk. Stow Cyn, to 6200 blk. Stow Cyn.</td>
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<td></td>
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<tr>
<td>University Village</td>
<td>73-230-49</td>
<td>7200 blk. Hollister Ave, to Pacific Oaks Rd. to 7100 blk. Right on Georgetown</td>
</tr>
<tr>
<td></td>
<td>73-240-58</td>
<td></td>
</tr>
<tr>
<td></td>
<td>73-260-21, 56</td>
<td></td>
</tr>
<tr>
<td>Winchester I</td>
<td>79-371-05</td>
<td>7500 blk. Calle Real, to 7600 blk. Calle Real</td>
</tr>
<tr>
<td></td>
<td>79-383-13</td>
<td></td>
</tr>
<tr>
<td>Winchester II</td>
<td>79-341-09</td>
<td>700 blk. Calle Real</td>
</tr>
<tr>
<td></td>
<td>79-344-14</td>
<td></td>
</tr>
</tbody>
</table>
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, 2017, 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, 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 ____ day of Month, 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 $120,000, and SHALL NOT EXCEED the sum of $120,000 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
   City of Goleta
   PW agreement with (insert Service Provider’ name)
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 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 Work.

**Immigration Act of 1986.** Service Provider warrants on behalf of itself and all subcontractors engaged for the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work hereunder.

**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 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 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:

City of Goleta
PW agreement with (insert Service Provider’ name)
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 parties to this Agreement shall be that of independent Service Providers 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 or services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

18. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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

TO SERVICE PROVIDER: 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

Michelle Greene, City Manager

SERVICE PROVIDER

By:
Title:

ATTEST:

Deborah Lopez, City Clerk

By:
Title:

APPROVED AS TO FORM

Winnie Cai, Acting City Attorney
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GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020

APPENDIX E - GENERAL BUSINESS LICENSE APPLICATION
## General Business License Application

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

**Phone:** (805) 961-7500 • **Fax:** (805) 685-2635 • **Email:** businesslicense@cityofgoleta.org

### IF APPLICABLE, CURRENT BUSINESS LICENSE #

<table>
<thead>
<tr>
<th>1 BUSINESS NAME (DBA)</th>
<th>2 BUSINESS PHONE NO.</th>
</tr>
</thead>
</table>

### BUSINESS ADDRESS (DO NOT USE P.O. BOX)

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
</table>

### MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
</table>

### EMAIL ADDRESS

<table>
<thead>
<tr>
<th>5 EMAIL ADDRESS</th>
<th>6 CONTACT PERSON AND TITLE</th>
</tr>
</thead>
</table>

### SELECT TYPE OF OWNERSHIP:

- [ ] SOLE PROPRIETORSHIP  
- [ ] LLC  
- [ ] CORPORATION  
- [ ] PARTNERSHIP  
- [ ] NONPROFIT  
- [ ] OTHER ____________________

**OWNER OR CORPORATE OFFICER WHO IS DULY AUTHORIZED TO ACCEPT SERVICE OF LEGAL PROCESS. ATTACH A SEPARATE PAGE FOR MULTIPLE OWNERS**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS (IF DIFFERENT FROM ABOVE)</th>
<th>PHONE NO. (IF DIFFERENT FROM ABOVE)</th>
</tr>
</thead>
</table>

### COMPLETE SECTIONS 9-12 IF APPLICABLE

<table>
<thead>
<tr>
<th>9 CONTRACTOR LICENSE NO.</th>
<th>10 FEDERAL ID NO.</th>
<th>11 STATE EMPLOYER ID</th>
<th>12 RESALE NO.</th>
<th>13 BUSINESS CATEGORY</th>
</tr>
</thead>
</table>

**FEE SECTION:**

- [ ] ANNUAL - $126.00*  
- [ ] QUARTERLY - $51.00*  
- [ ] $2.00  
- [ ] $2.00  
- [ ] $30.00*

*License costs includes California State Mandated Fee of $1.00 (SB-1186 enacted 1/1/2013). For more information please visit: [http://leginfo.legislature.ca.gov](http://leginfo.legislature.ca.gov)

*License costs includes City administrative fees. Please visit: [www.cityofgoleta.org](http://www.cityofgoleta.org) (keyword: Fee Schedule)

### PLEASE ANSWER THE FOLLOWING:

**IF APPLICABLE, CURRENT BUSINESS LICENSE # ________________**

<table>
<thead>
<tr>
<th>18 IS YOUR BUSINESS BASED AT HOME?</th>
<th>19 WILL YOU USE HAZARDOUS MATERIALS?</th>
<th>20 WILL YOU BE SELLING ALCOHOL?</th>
<th>21 EST. ANNUAL GROSS SALES:</th>
<th>22 NUMBER OF FULL TIME EQUIVALENTS:</th>
</tr>
</thead>
</table>
| [ ] YES  
[ ] NO | [ ] YES  
[ ] NO | [ ] YES  
[ ] NO | $ | |

**WILL YOU BE ENGAGING IN TOBACCO RETAILING IN THE CITY OF GOLETA?**  
INITIALS: ____________________

- [ ] Yes - Attached is a completed City of Goleta Tobacco Retailing Application along with the applicable tobacco licensing fee [City Municipal Code 5.07.020].
- [ ] No

Statements of personal financial data are not required to be disclosed by the City. All other information may be subject to disclosure pursuant to State law [CA Government Code Section 6254(n)].

I declare under penalty of perjury that the information and statements contained herein are true and correct to the best of my knowledge and understand that the information is subject to verification.

Applicant's Signature ____________________  
Date ________________

### FOR OFFICE USE ONLY

<table>
<thead>
<tr>
<th>License No.</th>
<th>Credit Card Payment?</th>
<th>[ ] Yes</th>
</tr>
</thead>
</table>

**CODE COMPLIANCE OFFICER ENDORSE HERE:**

[ ] Denied by: ____________________  
[ ] Date: ________________

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*State Law-SB 1186. Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

- The Division of the State Architect at: [www.dgs.ca.gov/dsa/Home.aspx](http://www.dgs.ca.gov/dsa/Home.aspx)
- The Department of Rehabilitation at: [www.rehab.cahwnet.gov](http://www.rehab.cahwnet.gov)
- The California Commission on Disability Access at: [www.coda.ca.gov](http://www.coda.ca.gov)*
Please check box below for appropriate business category

□ 01 Accountants – Bookkeeping Services
□ 122 Acupressure
□ 123 Acupuncture
□ 02 Advertising/Marketing Services
□ 04 Aerospace & Defense
□ 05 Air Conditioning & Heating
□ 06 Aviation Services
□ 07 Alarms – Security Systems
□ 08 Amusement/Entertainment
□ 09 Apartments – Rental Agencies
□ 10 Architects & Planners
□ 11 Assisted Living
□ 12 Associations & Organizations
□ 13 Attorneys
□ 14 Audio/Video Equipment Sales
□ 15 Audiovisual Production – Film, Video Tape
□ 16 Automobile - Accessories
□ 17 Automobile – Body Shops & Painting
□ 18 Automobile – Dealers
□ 19 Automobile – Detailing
□ 20 Automobile – Parts & Supplies Retail
□ 21 Automobile – Renting & Leasing
□ 22 Automobile – Repair & Service
□ 23 Automobile – Salvage & Wrecking
□ 24 Bakeries
□ 25 Banks/Financial Institutions
□ 26 Beauty Shops
□ 27 Bookstores
□ 28 Builders/Contractors
□ 29 Building Materials
□ 30 Business Services
□ 31 Carpet & Floor Coverings
□ 32 Chiropractors
□ 33 Clothing/Apparel
□ 34 Communications – Cable/Wireless/T.V.
□ 35 Computers – Data Processing Systems
□ 36 Computers - Graphics
□ 37 Computers – Information Systems
□ 38 Computers – Networking/Installation/Equip.
□ 39 Computers – Software & Hardware
□ 40 Concrete – Ready Mixed
□ 41 Construction
□ 42 Consulting
□ 43 Day Care
□ 44 Day Spas
□ 45 Defense Contractors
□ 46 Dentists
□ 47 Distributors
□ 48 Document Management
□ 49 Dry Cleaners
□ 50 Education
□ 51 Electronic
□ 52 Employment – Agency/Consultant/Placement
□ 53 Engineering Services
□ 54 Environmental Services
□ 55 Equipment – Heavy - Sales/Service/Rental
□ 56 Events & Party Services
□ 57 Financial Planners/Services
□ 58 Fitness Centers
□ 59 Florists
□ 60 Freight
□ 61 Funeral Homes
□ 62 Furniture – Sales/Manufacturing
□ 63 Gas Station
□ 64 Golf Courses
□ 65 Grocers - Retail
□ 66 Health Care Services
□ 67 Heating & Cooling
□ 68 Hotels & Motels
□ 69 Industrial Equipment & Supplies
□ 70 Insurance
□ 71 Interior Design
□ 124 Internet Sales
□ 72 Janitorial/Cleaning Services
□ 73 Jewelers
□ 74 Landscape Architects
□ 75 Landscape/Gardening Service
□ 76 Landscape/Gardening Supplies
□ 77 Legal Services
□ 78 Machine Shop
□ 79 Manufacturers/Fabrication
□ 80 Medical Services
□ 81 Mortgage Brokers
□ 82 Nursery/Agriculture
□ 83 Office Equipment
□ 84 Optometrists
□ 85 Paint Dealers
□ 86 Personal Fitness Trainer
□ 87 Pest Control
□ 88 Petroleum/Oil - Companies
□ 89 Pharmaceutical – Sales & Marketing
□ 90 Pharmacies/Drug Stores
□ 91 Photography
□ 92 Physical Therapy
□ 93 Physicians & Surgeons
□ 94 Plumbing - Fixtures
□ 95 Printing/Publishing Services
□ 96 Psychological – Counseling
□ 97 Real Estate – Agents/Brokers
□ 98 Real Estate – Property Management
□ 99 Rehabilitation Services
□ 100 Research & Development
□ 101 Restaurants
□ 102 Retail/Wholesale
□ 125 Roofing
□ 103 Signs & Banners
□ 104 Storage Units
□ 105 Technology Services
□ 106 Tires
□ 107 Translation
□ 108 Transportation–Buses Charter & Rental
□ 109 Travel Agencies & Services
□ 110 Tree Service
□ 111 Trophies & Awards
□ 112 Trucking
□ 113 Trucks – Sales, Repair, Service
□ 114 Utilities
□ 115 Vending Services
□ 116 Veterinary - Hospitals
□ 117 Video Productions
□ 118 Wedding Services
□ 119 Welding
□ 120 Window Cleaning
□ 121 Other – Please Describe Below

________________________________
________________________________

Business Category List

□ 76 Landscape Architects
□ 75 Landscape/Gardening Service
□ 76 Landscape/Gardening Supplies
□ 77 Legal Services
□ 78 Machine Shop
□ 79 Manufacturers/Fabrication
□ 80 Medical Services
□ 81 Mortgage Brokers
□ 82 Nursery/Agriculture
□ 83 Office Equipment
□ 84 Optometrists
□ 85 Paint Dealers
□ 86 Personal Fitness Trainer
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□ 115 Vending Services
□ 116 Veterinary - Hospitals
□ 117 Video Productions
□ 118 Wedding Services
□ 119 Welding
□ 120 Window Cleaning
□ 121 Other – Please Describe Below